



Jerrick Hernandez &lt;jhernandez@guamopa.com&gt;

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**[eFile] In the Appeal of JJ Global Services**

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**Service LOVW** <service@vlwilliamslaw.com>

Wed, Oct 27, 2021 at 2:32 PM

To: jhernandez@guamopa.com

Cc: Vanessa Williams &lt;vlw@vlwilliamslaw.com&gt;, Lea Mara &lt;lm@vlwilliamslaw.com&gt;, Darlene Balagot &lt;db@vlwilliamslaw.com&gt;, Shania Nitara &lt;sn@vlwilliamslaw.com&gt;

Dear Mr. Hernandez,

Please see the attached Notice of Appeal below in regards to IFB GCC-FB-21-009. Should you have any questions or concerns, please feel free to contact our office.

Thank you,

**Lea Mara***Executive Assistant***LAW OFFICE OF VANESSA L. WILLIAMS, P.C.**[414 West Soledad Avenue](#)

GCIC Building, Suite 500

Hagåtña, GU 96910

(671) 477-1389 | (671) 777-5689

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 **2021.10.27 Notice of Appeal IFB # (GCC-FB-21-009).pdf**  
2927K



1 **PART III. APPEAL INFORMATION**

2 **A) Purchasing Agency:** Guam Community College

3 **B) Identification of Contract:** IFB # GCC-FB-21-009

4 **C) Decision Date:** The Decision being appealed was made on October 12, 2021 by the Head  
5 of Purchasing Agency, Mary A.Y. Okada, Ed.D., GCC President.

6 **D) Appeal Origin:** Appeal is made from: *(Please select one and attach a copy of the Decision*  
7 *to this form)*

8  Decision on Protest of Method, Solicitation or Award. See Exhibit 11.

9  Decision on Debarment or Suspension

10  Decision on Contract or Breach of Contract Controversy (Excluding claims of money  
11 owed to or by the government)

12  Determination on Award not Stayed Pending Protest or Appeal (Agency decision that  
13 award pending protest or appeal was necessary to protect the substantial interests of  
14 the government of Guam)

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

16 ClayArch Inc.

17 **PART IV. FORM AND FILING**

18 **1. Statement of Grounds for Appeal**

19 a. On May 13, 2021, GCC issued an Invitation for Bid (IFB No. GCC-FB-21-009)  
20 for the replacement of GCC’s Building 900 metal awning structure. The authority cited by  
21 GCC’s IFB (page 6) stated that the IFB shall be governed by Guam’s Procurement Laws in 5  
22 Guam Code Annotated (“GCA”) Chapter 5, and 2 Guam Administrative Rules and Regulations  
23 (“GAR”) Division 4. See Exhibit 1.

24 b. On July 2, 2021, GCC provided JJ Global with a Notice of Intent to Award letter  
25 for the IFB. The letter provided in pertinent part: “Prior to providing you with the contract, JJ  
26 Global Services will need to submit the following documents: ... 7. Updated CPM Chart....” See  
27 Exhibit 2.

1 c. On July 6, 2021, JJ Global responded to the GCC’s Notice of Intent to Award,  
2 consistent with the June 25, 2021 clarification letter, that the completion timeline of 90-days did  
3 not include delays due to weather or delay in materials if not on island, and that JJ Global should  
4 receive at least 36-hours notice before the Notice to Proceed Date to allow for mobilization. See  
5 Exhibit 3.

6 d. On July 27, 2021, GCC provided a July 26, 2021 Notice of Bid Award letter and  
7 a proposed contract to JJ Global for the IFB. The Bid Award letter also stated the Notice to  
8 Proceed date was July 27, 2021 and that based on the 90 days calendar days “upon the issuance  
9 of the purchase order/contract, the deadline to complete this project is October 24, 2021.” See  
10 Exhibit 4.

11 e. On July 28, 2021, a Purchase Order was signed off by the President of GCC on  
12 July 28, 2021 and issued to JJ Global. See attached Exhibit 5.

13 f. On August 6, 2021, JJ Global submitted a request to GCC seeking an extension of  
14 the project completion timeline. The request was submitted following an email from GCC stating,  
15 “JJ Global may submit a request in writing asking for an extension because of the time it took to  
16 obtain a permit.” See Exhibit 6.

17 g. On August 9, 2021, JJ Global followed up with GCC, asking for the status of their  
18 request for an extension. See Exhibit 7.

19 h. On August 26, 2021, JJ Global sent a letter to GCC stating the proposed contract  
20 did not reflect JJ Global’s bid term regarding unanticipated delays outside its control, specifically:  
21 “Completion Date may be extended forward in allotment to the number of days needed for any/all  
22 the following: delay of permits(s); delay due to weather conditions, i.e. natural disasters, storms,  
23 etc.; or delay due to the COVID-19 pandemic, including, but not limited to, materials not on  
24 island.” See Exhibit 8.

25 i. On September 22, 2021, GCC canceled the award and purchase order for IFB No.  
26 GCC-FB-21-009. See Exhibit 9.

1           j. On October 5, 2021, JJ Global protested the cancellation of the award and purchase  
2 order for IFB No. GCC-FB-21-009. See Exhibit 10. Paragraph 29 of the Instructions of GCC-  
3 BF-21-009 states in pertinent part:

4           Award shall be made to the lowest responsible and responsive bidder, whose bid is  
5 determined to be the most advantageous to the Government, taking into consideration  
6 the evaluation factors set forth in this solicitation. No other factors or criteria shall be  
7 used in the evaluation. Award issued to the lowest responsible bidder within the  
8 specified time for acceptance as indicated in the solicitation, result in a binding  
9 contract without further action by either party. The right is reserved as the interest of  
10 the Government and may require to waive any minor irregularity in the bid received  
11 pursuant to 2 GAR, Div. 4 §3109(m)(4)(B).

12 See Exhibit 1.

13           k. On October 12, 2021, GCC denied JJ Global’s protest. See Exhibit 11.

14           l. Under Guam Procurement Law, the Office of Public Accountability has  
15 jurisdiction over appeals of decisions rendered by the Chief Procurement Officer on protests of  
16 method of source selection, solicitation or award of contract. 5 GCA § 5425 (e).

17           m. The cancellation of the procurement and award of contract is in violation of the  
18 terms of the IFB and Guam procurement law.

19           n. There were no cogent and compelling reasons to believe that the cancellation of  
20 the solicitation was in the territory's best interest. See 5 GCA § 5225 and 2 GAR Div. 4 § 3115(b).

21           o. The cancellation of the award was not supported by a written determination made  
22 the head of the purchasing agency. 5 GCA § 5211(f).

23           p. To the extent a determination was made pursuant to 5 GCA § 5211(f), such  
24 determination was clearly erroneous, arbitrary, capricious, and contrary to law.

## 25 **2. Ruling Requested:**

- 26           a. The cancellation of the award of IFB No. GCC-FB-21-009 be rescinded;
- 27           b. The contract to JJ Global be ratified and affirmed;
- 28           c. That JJ Global be compensated for the actual expenses reasonably incurred under the  
            contract, plus a reasonable profit; and
- d. All other legal and equitable remedies available to JJ Global.

1 **3. Supporting Exhibits, Evidence, and Documents:**

2 a. See the attached Exhibit 1, a copy of GCC’s Invitation for Bid No. GCC-FB-21-  
3 009, dated May 13, 2021.

4 b. See the attached Exhibit 2, a copy of GCC’s Notice of Intent to Award to JJ Global,  
5 dated July 2, 2021.

6 c. See the attached Exhibit 3, a copy of JJ Global’s letter responding to GCC’s Notice  
7 of Intent to Award, dated July 6, 2021.

8 d. See the attached Exhibit 4, a copy of GCC’s Notice of Bid Award letter and  
9 proposed contract to JJ Global for IFB No. GCC-FB-21-009, sent July 27, 2021.

10 e. See the attached Exhibit 5, a copy of GCC’s Purchase Order for IFB No. GCC-  
11 FB-21-009 signed off by the President of GCC, dated July 28, 2021.

12 f. See the attached Exhibit 6, a copy of JJ Global’s extension request and e-mail,  
13 dated August 6, 2021.

14 g. See attached Exhibit 7, a copy of JJ Global’s email to GCC regarding a status  
15 update, dated August 9, 2021.

16 h. See the attached Exhibit 8, a copy of JJ Global’s letter to GCC regarding the  
17 contract, dated August 26, 2021.

18 i. See the attached Exhibit 9, a copy of GCC’s letter to JJ Global cancelling the  
19 contract, dated September 22, 2021.

20 j. See the attached Exhibit 10, a copy of JJ Global’s letter of Protest dated October  
21 5, 2021.

22 k. See the attached Exhibit 11, a copy of GCC’s letter to JJ Global denying the  
23 Protest, dated October 12, 2021.

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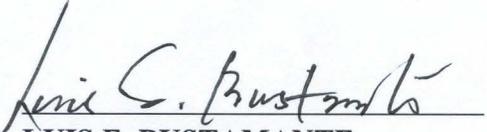


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**VERIFICATION**

I, LUIS E. BUSTAMANTE, am the President of JJ GLOBAL SERVICES, and I am authorized to make this verification. I have read the foregoing NOTICE OF APPEAL, and, to the best of my knowledge, the information stated therein is true and correct.

I declare under penalty of perjury the foregoing is true and correct. This verification was executed on this 27<sup>th</sup> day of October 2021.

  
\_\_\_\_\_  
**LUIS E. BUSTAMANTE**

# **EXHIBIT “1”**

GUAM COMMUNITY COLLEGE  
BID INVITATION

Mary A.Y. Okada, Ed.D.  
GCC PRESIDENT

GUAM COMMUNITY COLLEGE  
P.O. BOX 23069 GMF, GUAM 96921  
1 SESAME STR. MANGILAO, GUAM 96913

DATE ISSUED: **May 13, 2021**

BID INVITATION NO.: **GCC-FB-21-009**

**INSTRUCTION:** This BID shall be submitted in original, plus **Two (2) copies**, in a sealed envelope and delivered to the specified location below **on or before (Time) 10:00 A.M., (Date) Thursday, June 03, 2021**. The Bid shall be Publicly opened at **10:15 A.M.** Bids submitted after the time and date specified above shall **be rejected**. See attached Solicitation Instructions and Conditions for details.

**BID FOR:**

**Replacement of Building 900 Metal Awning Structure**

**SPECIFICATIONS:**

See Attached Scope of Work

**BID SUBMISSION LOCATION:**

**GUAM COMMUNITY COLLEGE**

Materials Management Office

Room 2105 1<sup>st</sup> fl. Administration Bldg. 2000

**Mandatory Pre-Bid Conference & Site Visit**

**10:00 am., Wednesday, May 19, 2021**

**GCC Technology Center Building 1000, Room 1107**

**BID OPENING LOCATION:**

**GCC Technology Center, Building 1000, Room 1107**

**REQUIRED DELIVERY DATE:**

**90 Calendar Days upon Receipt of the Purchase Order/Contract**

**SUBMISSION DEADLINE FOR QUESTIONS:**

**5:00 P.M., Thursday, May 20, 2021**

**DEADLINE FOR GCC RESPONSES:**

**5:00 P.M., Tuesday, May 25, 2021**

**ALL INQUIRIES REGARDING THIS BID MUST BE ADDRESSED TO: Procurement & Inventory Administrator, Materials Management Office**

**MATERIALS MANAGEMENT CONTACT INFORMATION: TELEPHONE: 735-5542/5540; FACSIMILE: 734-5238;**

**EMAIL: [materialsmanagement@quamcc.edu](mailto:materialsmanagement@quamcc.edu); WEBSITE: [www.quamcc.edu](http://www.quamcc.edu)**

**NOTE TO BIDDERS:**

This bid is subject to the attached **General Terms and Conditions of the Invitation for Bids**. The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite otherwise specified by the bidder. The undersigned further agrees this bid will remain firm and irrevocable if accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted), from the date of the opening, to furnish any or all of the items which prices are quoted.

**INDICATE WHETHER:**     INDIVIDUAL             PARTNERSHIP             CORPORATION

**INCORPORATED IN:**

**NAME AND ADDRESS OF BIDDER:**

**SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID:**

**AWARD:**

**CONTRACT NO.:**

**AMOUNT:**

**DATE:**

**ACCEPTED AS TO ITEMS NUMBERED:**

**CONTRACTING OFFICER**

**GCC PRESIDENT**

**NAME AND ADDRESS OF CONTRACTOR:**

**SIGNATURE AND TITLE OF PERSON AUTHORIZED  
TO SIGN THIS CONTRACT**



Accountability • Impartiality • Competence • Openness • Value

INVITATION FOR BID (IFB) NO.: GCC-FB-21-009

DESCRIPTION: Replacement of Building 900 Metal Awning Structure

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, original and two (2) copies, at the date and time for bid opening.

- BID GUARANTEE (15% OF BID AMOUNT) – May be in the form of;**
  - a. **Cashier’s Check or Certified Check**
  - b. **Letter of Credit** (must not expire no earlier than ninety (90) days from the date of submittal); or
  - c. **Surety Bond – Valid only if accompanied by:**
    - 1. Current Certificate of Authority issued by the Insurance Commissioner;
    - 2. Power of Attorney issued by the Surety to the Resident General Agent;
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- BROCHURES/DESCRIPTIVE LITERATURE/Technical Specifications:** To make it easier to evaluate, please tab and reference each item number (18a – 18e) and highlight each specification requirement and attach the descriptive literature/product brochure for each respective item number.
- Project Narrative:** Describing how the qualified contractor will address this project's Scope of Work
- CPM Chart** (Critical Path Method) to illustrate the Qualified Contractor's timeline to complete the project, within (Ninety) 90 consecutive calendar days upon receipt of a purchase order & inclusive of the building permit, process & material lead time.
- Conceptual Design:** Illustrating the size and design of the awning.
- AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS – Must comply with the following requirements:**
  - a. A bidder intends to participate in a bid opening on October 15 and submits his/her bid on September 12, the affidavit dated September 10 is acceptable
  - b. If the affidavit is a copy, indicate the Bid No. and where it is filed
- NON-COLLUSION AFFIDAVIT, AFFIDAVIT re: GRATUITIES AND KICKBACKS, AFFIDAVIT re: ETHICAL STANDARDS AND AFFIDAVIT re: CONTINGENT FEES** (must be notarized)
- Declaration Re Compliance with U.S. DOL Wage Determination:** Please see instructions in U.S. DOL Form
- Acknowledgement receipts of pre-bid minutes and or addendums upon issuance from Materials Management Office
- Copy of current and valid Guam Contractors license (upon Issuance of Award)
- Non-Refundable fee of \$25.00 must be paid on or before the Mandatory Pre-Bid Conference & Site Visit date.
- Failure to comply with the requirements in the special reminder will be a basis for disqualification and rejection of the bid. This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid. On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, \_\_\_\_\_ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

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

**GUAM COMMUNITY COLLEGE  
SEALED BID SOLICITATION  
INSTRUCTIONS**

This solicitation is issued subject to all the provisions of Guam Procurement Laws in 5 G.C.A. chapter 5, and 2 G.A.R., div4 (both are available online at: <http://www.guamcourts.org/CompilerofLaws/index.html>).

**1. BID FORMS:**

Each Bidder shall be provided with one (1) set of Solicitation forms. Additional copies may be provided by request.

**2. PREPARATION OF BIDS:**

- (a) Bidders are required to examine all drawings, specifications, schedules, and all other accompany instructions and documents.
- (b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the Solicitation and print or type his/her name on the Schedule. Erasures or other changes must be initialed by the person signing the bid.. Bids signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.
- (c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and the extended price, the unit price will be presumed to be correct.
- (d) Bids for supplies or services other than those specified will not be considered.
- (e) Bids must state a definite time for delivery of supplies or performance of services.
- (f) Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.

**3. EXPLANATION TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before submission on their bids. Oral explanation or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information is necessary for bidders in submitting bids on the Solicitation or if the lack of such information would be prejudicial to uniformed bidders.

**4. ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:**

Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

**5. SUBMISSION OF BIDS:**

(a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope. The College will base the award only upon the information provided in the bid envelope, and facts available at the time of bid opening. Incomplete bids will be considered unresponsive and the Bid will be disqualified from receiving the award.

(b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).

(c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the College, at no expense to the College. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.

(d) Samples or descriptive literature should not be submitted unless it is required on this Solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested, and will not be deemed to vary any of the provisions of this Solicitation.

**6. FAILURE TO SUBMIT BID:**

If no bid is to be submitted, do not return the Solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether futures Solicitations for the type of supplies or services covered by this Solicitation are desired. Failure of the recipient to bid, or to notify the issuing office that future Solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

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

(a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modifications of a bid received after the time and date set for opening of bids at the place designated for opening is late.

(b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

**8. DISCOUNTS:**

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

**9. GOVERNMENT FURNISHED PROPERTY:**

No material, labor or facilities will be furnished by the College unless otherwise provided for in the Solicitation.

**10. SELLER'S INVOICES:**

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

**11. RECEIPT, OPENING AND RECORDING OF BIDS:**

Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Guam laws. Each page of confidential or proprietary information in the bid shall be labeled "confidential" or "proprietary". Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. All non-confidential and non-proprietary information shall be publicly available at the time of bid opening

**12. CONFIDENTIAL DATA:**

The Procurement Officer shall examine the bids to determine the validity of any request for non-disclosure of trade secrets and other confidential or proprietary data identified in writing. If the parties do not agree as to the disclosure of the data, either party may file a protest according to Guam Procurement Law. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**GENERAL TERMS AND CONDITIONS  
SEALED BID SOLICITATION AND AWARD  
(Only items marked "X" are applicable to this bid).**

**(X)1. AUTHORITY:**

This solicitation is issued subject to all the provisions of Guam Procurement Laws in 5 GCA Chapter 5, and 2 GAR, Div. 4 (both are available online at <http://www.guamcourts.org/CompilerofLaws/index.html>). Guam Procurement Law requires that all parties involved act in good faith.

**(X)2. GENERAL INTENTION:**

It is the declared and acknowledged intention and meaning of these General Terms and Conditions for the bidder to provide Guam Community College with specified services or with materials, supplies or equipment completely assembled and ready for use.

**(X)3. TAXES:**

Bidders are cautioned that they are subject to Guam Income Taxes as well as other taxes on Guam Transactions. Specified information on taxes may be obtained from the Director of Revenue and Taxation.

**(X)4. LICENSING:**

Bidders are cautioned that the College will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

**( )5. LOCAL PROCUREMENT PREFERENCE:**

All procurement of supplies and services will be made from among businesses licensed to do business in Guam in accordance with Guam Procurement Law.

**(X)6. COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.

**(X)7. "ALL OR NONE" BIDS:**

Unless otherwise allowed under this solicitation, "all or none" bids shall be deemed to be non-responsive. If the bid is so limited, the College shall not reject part of such proposal and award on the remainder. The whole bid must be rejected.

**(X)8. INDEPENDENT PRICE DETERMINATION:**

The bidder, upon signing the Invitation to Bid, certifies that the prices in the bid were derived at without collusion, and acknowledge that collusion and anticompetitive practices are prohibited by law. Violations will be subject to Guam Procurement laws. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Guam Procurement laws.

**(X)9. BIDDER'S PRICES:**

The College will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified

services offered comply with specifications and the product's origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.

**(X)10. BID ENVELOPE:**

Envelope shall be sealed and marked with the bidders' name, bid number, time, date and place of Bid Submission.

**(X)11. AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS (AG Form 002):**

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit on the form provided when the person(s) who have held more than ten percent (10%) of the company's shares during the past twelve (12) months. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**

**(X)12. NON-COLLUSION AFFIDAVIT (AG Form 003):**

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit on the form provided, certifying to the effect that he/she has not colluded with any other person, firm or corporation in regards to any bid submitted. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**

**(X)13. AFFIDAVIT RE GRATUITIES, KICKBACKS AND FAVORS (AG Form 004):**

The bidder, offeror or contractor agrees that it will not violate the prohibition against gratuities, kickbacks, and favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**

**(X)14. AFFIDAVIT RE ETHICAL STANDARDS (AG Form 005):**

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 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**

**(X)15. DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION (AG Form 006):**

In compliance to wage and benefits pursuant to 5GCA §5211(b) and 5 GCA §5801 and §5802, as may be applicable, each bidder certifies that any of its employees whose purpose, in whole or part, is the direct delivery of service contracted by the Government shall be paid in accordance with the Wage Determination for Guam and the Northern Marianas 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, including health and other similar benefits. **Failure to submit with the bid shall be cause for rejection of bid.**

**(X)16. AFFIDAVIT REGARDING CONTINGENT FEES (AG Form 007):**

The bidder, offeror, or contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**

**(X)17. BID BOND REQUIREMENT:**

Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the College pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Community College, in the amount of **fifteen percent (15%)** of the highest total bid offer. Bid guarantee will be a Bid Bond on Government Standard Form BB- (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the Bid or fails to enter into contract within the prescribed time, such Bond will be forfeited to the Guam Community College. **Bid will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's Check.** Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. **Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid.**

**(X)18. PERFORMANCE BOND REQUIREMENT:**

The Bidder may be required to furnish a Performance Bond on Government Standard Form BB- or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Community College issued by any of the local Banks or Bonding Institution in the amount equal to **one-hundred percent (100%)** of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within the ten (10) days of such notice the contract shall cease and terminate upon the expiration of ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the College may take over and prosecute the same to complete the contract or force account for and at the expense of the contractor, and the contractor and his Surety shall be liable to the College for any excess cost occasioned the Government.

**(X)19. PERFORMANCE GUARANTEE:**

Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 12 of these General Terms and Conditions. In addition, the College will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

**(X)20. SURETY BONDS:**

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

**(X)21. COMPETENCY OF BIDDERS:**

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

**(X)22. DETERMINATION OF RESPONSIBILITY OF BIDDERS:**

The Chief Procurement Officer reserves the right to secure from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsiveness.

**(X)23. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**

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

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

**(X)24. TIE BIDS:**

If the bids are for the same unit price or total amount in whole or in part, the Chief Procurement Officer has the authority to award the bid to any one of the bidders by drawing lots in public, or to reject all such bids.

**(X)25. BRAND NAMES:**

Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such reference is intended to be descriptive, but not restrictive and for the sole purpose of indicating to prospective bidders a

description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

**(X)26. DESCRIPTIVE LITERATURE:**

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

**( )27. SAMPLES:**

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

**( )28. LABORATORY TEST:**

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

**(X)29. AWARD, CANCELLATION & REJECTION:**

Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a binding contract without further action by either party. The right is reserved as the interest of the Government and may require to waive any minor irregularity in the bid received pursuant to 2 GAR, Div. 4 §3109(m)(4)B).

An Invitation for Bid, Request for Proposal, or other solicitation may be cancelled, or any or all bids proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the Territory in accordance with regulations promulgated by the Policy Office, pursuant to 5 GCA § 5225, The reasons therefore shall be made part of the contract file. Each solicitation issued by the territory shall state that the solicitation may be cancelled pursuant to 2 GAR Div. 4 §3115(c).

Each solicitation issued by the territory shall provide that any bid or proposal may be **rejected** in whole or in part when in the best interest of the Territory as provided in the regulations pursuant to 2 GAR Div. 4, §3115(e)(2).

(X)30. The College reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the Government. Pursuant to 2 GAR, Div. 4 §1103.

(X)31. **MARKING:**

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

(X)32. **SCHEDULE FOR DELIVERY:**

Successful bidder shall notify the Guam Community College, Telephone No. 735-5542/5540, at least twenty-four (24) hours before delivery of any item under this solicitation.

(X)33. **BILL OF SALE:**

Successful bidder shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bills of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the College with an original invoice.

(X)34. **MANUFACTURER'S CERTIFICATE:**

Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery.

(X)35. **INSPECTION:**

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

( )36. **MOTOR VEHICLE SAFETY REQUIREMENTS:**

Guam Community College will only consider Bids on motor vehicles which comply with requirements of all Guam and Federal Laws.

**( ) 37. SAFETY INSPECTION:**

All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

**(X)38. GUARANTEE:**

a) Guarantee of Vehicle Type of Equipment: The successful bidder shall guarantee vehicular type equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the College and without cost to the College. Vehicular type equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoe, etc. b) Guarantee of Other Type Equipment: The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for the life of the contract. Bidder shall also provide service to the equipment for the life of the contract. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the College. Repairs, adjustments or replacement of defective parts shall be completed by the successful bidder as set forth in the bid. c) Compliance with this Section is a condition of this Bid.

**(X)39. AMENDMENTS TO INVITATION FOR BIDS:**

No changes to the IFB can be made unless a change is made by written amendment. Pursuant to 2 GAR, Div. 4. §3109(i), Amendments to Invitation For Bids shall be identified as such and shall require that the bidder acknowledge receipt of all amendments issued. The amendments shall reference the portions of the Invitation for Bids it amends.

**(X)40. RIGHT TO AUDIT RECORDS:**

The territory may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data pursuant to 5 GCA §5232 (Cost or Pricing Data) of the Guam Procurement Act, to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing pursuant to 2 GAR §3124(a).

**(X)41. EQUAL EMPLOYMENT OPPORTUNITY:**

Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

**(X)42. COMPLIANCE WITH LAWS:**

Bidders awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

**(X)43. CHANGE ORDER:**

Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of the Guam Procurement Laws.

**(X)44. STOP WORK ORDER:**

Any stop work issued relative to awards made under this solicitation will be subject to and in accordance with 2 GAR Div 4. §6101 (4)(c) of the Guam Procurement Laws.

**(X)45. TERMINATION FOR CONVENIENCE:**

Any termination order for the convenience of the College issued relative to awards made under this solicitation will be subject to and in accordance with the Guam Procurement Laws.

**(X)46. TIME FOR COMPLETION:**

It is hereby understood and mutually agreed by and between the contractor and the College that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of the Guam Procurement Laws.

**(X)47. JUSTIFICATION OF DELAY:**

Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before this specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The College reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

**(X) 48. LIQUIDATED DAMAGES:**

When the Contractor is given notice of delay or non-performance as specified in Paragraph 1 (Default) of the Termination for Default Clause on this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provided the supplies or services if the contractor's delay or non-

performance is excused under Paragraph 40 (Excuse for Non-Performance or Delayed Performance) of the Termination for Default of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay.

**(X)49. PHYSICAL LIABILITY:**

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Guam Community College in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and incurred for or by reason of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Community College against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the Contract and the use/misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Community College when required.

**( ) 50. HIRING OF APPRENTICES THROUGH THE APPRENTICE TRAINING PROGRAM:**

It is the policy of the Government of Guam that all construction projects funded in whole or in part by local or federal funds shall require the contractor to employ at least: One (1) apprentice for every Ten (10) workers for the duration of each project, and not less than one (1) apprentice per project. This requirement may only be waived if the contractor certifies that no apprentice is available. It applies only to projects over Five Hundred Thousand Dollars (\$500,000).

**( ) 51. BUY AMERICAN PRODUCT:**

Buy American requirement – all iron, steel, & manufactured goods used in project are produced in the United States.

**(X)52. SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:**

Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA §5011 and §5012.

**(X)53. RESTRICTIONS ON SEX OFFENDERS:**

Upon Notice of Intent to Award, the selected Bidder will be required to submit a list of the names of individuals assigned to this project. This is to ensure that the workers assigned to this project are not on the Sex Offender Registry as required by P.L. 28-98.

The Contractor must warrant that no person shall provide services on his behalf in relation to this contract who has been convicted of sex offense under the provisions of **Chapter 25 of Title 9 GCA** or an offense as defined in **Article 2 of Chapter 28, Title 9 GCA** or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed in the Sex Offender Registry. Any such person who is discovered to have been so convicted shall be immediately removed from working at Guam Community College and the President shall be informed within twenty-four (24) hours. Failure to take corrective action after notice may result in the temporary suspension of the Agreement at the discretion of the Government.

54. **DAVIS-BACON AND RELATED ACTS:**

This is a Federally Funded Project – Contractor is required to comply with the Davis Bacon and Related Acts (DBRA), which requires all contractors and subcontractors performing work on federal construction projects or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rate and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

**RECORDKEEPING** – Under the Davis-Bacon and Related Acts, covered contractors must maintain payrolls and basic records and submit certified weekly payrolls. Although use of Form WH-347 is optional, the form will satisfy the requirements of Regulations, Parts 3 and 5 (29CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the DBRA. Records to be maintained include: Name, address, and social security number of each employee; each employee’s work classification(s); hourly rate(s) of pay (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof; Daily and weekly number of hours worked; Deductions made and Actual wages paid.

55. **COMPLIANCE WITH THE NATIONAL DEFENSE AUTHORIZATION ACT(NDAA) AND SPECIFICALLY SECTION 889:**

Section 889 aims to protect National Security by limiting the government’s access to “covered” equipment or services manufactured or provided by certain companies or their subsidiaries or affiliates with know ties to the People’s Republic of China.

56. **CONTACT FOR CONTRACT ADMINISTRATION:**

If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

# GOVERNMENT OF GUAM

GUAM COMMUNITY COLLEGE  
P.O. BOX 23069 GMF  
BARRIGADA, GUAM 96921

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

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

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

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

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

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

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

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

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

**INSTRUCTIONS TO PROVIDERS:**

**NOTICE to all Insurance and Bonding Institutions:**

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

When the form is submitted to General Services Agency, it should be accompanied with the copies of the following:

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

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

# PERFORMANCE BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ (Insert full name and address or legal title of Contractor) as Principal, hereinafter called Contractor, and (Surety), a duly admitted insurer under the laws of the Territory of Guam as Surety, hereinafter called Surety, are held and firmly bound unto Guam Community College as Obligee, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Principal) (Seal)

(Witness) \_\_\_\_\_

(Title) \_\_\_\_\_

(Surety) \_\_\_\_\_

(Title) \_\_\_\_\_

\_\_\_\_\_  
(Bonding Company)

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Resident General Agent)









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

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

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

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

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

\_\_\_\_\_  
Signature

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

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

Daniel W. Simms                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2015-5693  
Revision No.: 12  
Date Of Last Revision: 12/21/2020

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. 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).

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States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

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**\*\*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		15.81

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	14.00
01410 - Supply Technician	21.43
01420 - Survey Worker	16.79
01460 - Switchboard Operator/Receptionist	9.67
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	14.82
05010 - Automotive Electrician	13.92
05040 - Automotive Glass Installer	13.02
05070 - Automotive Worker	13.02
05110 - Mobile Equipment Servicer	11.16
05130 - Motor Equipment Metal Mechanic	14.82
05160 - Motor Equipment Metal Worker	13.02
05190 - Motor Vehicle Mechanic	14.82
05220 - Motor Vehicle Mechanic Helper	10.22
05250 - Motor Vehicle Upholstery Worker	12.11
05280 - Motor Vehicle Wrecker	13.02
05310 - Painter Automotive	13.92
05340 - Radiator Repair Specialist	13.02
05370 - Tire Repairer	12.34
05400 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05
07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34

07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
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	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.26
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.54
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	15.02
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
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	15.88
12210 - Nuclear Medicine Technologist	39.04
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	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.33
12305 - Radiologic Technologist	23.03
12311 - Registered Nurse I	22.53

12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.35
13012 - Exhibits Specialist II	25.20
13013 - Exhibits Specialist III	30.83
13041 - Illustrator I	20.35
13042 - Illustrator II	25.20
13043 - Illustrator III	30.83
13047 - Librarian	27.91
13050 - Library Aide/Clerk	16.20
13054 - Library Information Technology Systems Administrator	25.20
13058 - Library Technician	16.64
13061 - Media Specialist I	18.18
13062 - Media Specialist II	20.35
13063 - Media Specialist III	22.68
13071 - Photographer I	18.18
13072 - Photographer II	20.35
13073 - Photographer III	25.20
13074 - Photographer IV	30.83
13075 - Photographer V	37.30
13090 - Technical Order Library Clerk	20.35
13110 - Video Teleconference Technician	17.38
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	21.62
15110	- Test Proctor	14.27
15120	- Tutor	14.27
16000	- Laundry Dry-Cleaning Pressing And Related Occupations	
16010	- Assembler	9.88
16030	- Counter Attendant	9.88
16040	- Dry Cleaner	11.30
16070	- Finisher Flatwork Machine	9.88
16090	- Presser Hand	9.88
16110	- Presser Machine Drycleaning	9.88
16130	- Presser Machine Shirts	9.88
16160	- Presser Machine Wearing Apparel Laundry	9.88
16190	- Sewing Machine Operator	11.94
16220	- Tailor	12.44
16250	- Washer Machine	10.36
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	18.04
19040	- Tool And Die Maker	22.67
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	9.66
21080	- Production Line Worker (Food Processing)	13.96
21110	- Shipping Packer	15.92
21130	- Shipping/Receiving Clerk	15.92
21140	- Store Worker I	14.76
21150	- Stock Clerk	20.75
21210	- Tools And Parts Attendant	13.96
21410	- Warehouse Specialist	13.96
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	22.76
23019	- Aircraft Logs and Records Technician	17.70
23021	- Aircraft Mechanic I	21.67
23022	- Aircraft Mechanic II	22.76
23023	- Aircraft Mechanic III	23.91
23040	- Aircraft Mechanic Helper	15.07
23050	- Aircraft Painter	20.35
23060	- Aircraft Servicer	17.70
23070	- Aircraft Survival Flight Equipment Technician	20.35
23080	- Aircraft Worker	19.12
23091	- Aircrew Life Support Equipment (ALSE) Mechanic	19.12

## I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic	21.67
II	
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86
23182 - Electronics Technician Maintenance II	18.04
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	14.49
23311 - Fuel Distribution System Mechanic	19.21
23312 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.70
23382 - Ground Support Equipment Worker	19.12
23391 - Gunsmith I	14.49
23392 - Gunsmith II	16.86
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	17.12
23460 - Instrument Mechanic	19.21
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	11.37
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	19.21
23592 - Metrology Technician II	20.42
23593 - Metrology Technician III	21.63
23640 - Millwright	19.21
23710 - Office Appliance Repairer	18.04
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	19.21
23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	16.86

23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.91
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.95
23965 - Well Driller	19.21
23970 - Woodcraft Worker	19.21
23980 - Woodworker	14.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.72
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.72
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.21
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	19.21
25190 - Ventilation Equipment Tender	13.27
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
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	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
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	23.62
29020 - Hatch Tender	23.62
29030 - Line Handler	23.62
29041 - Stevedore I	21.98
29042 - Stevedore II	25.26

30000	- Technical Occupations	
30010	- Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011	- Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012	- Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
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	19.44
30362	- Paralegal/Legal Assistant II	23.94
30363	- Paralegal/Legal Assistant III	29.29
30364	- Paralegal/Legal Assistant IV	35.44
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	25.35
30492	- Unexploded Ordnance (UXO) Technician II	30.67
30493	- Unexploded Ordnance (UXO) Technician III	36.76
30494	- Unexploded (UXO) Safety Escort	25.35
30495	- Unexploded (UXO) Sweep Personnel	25.35
30501	- Weather Forecaster I	25.57
30502	- Weather Forecaster II	31.09
30620	- Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.77
30621	- Weather Observer Senior	(see 2) 23.08
31000	- Transportation/Mobile Equipment Operation Occupations	
31010	- Airplane Pilot	30.67
31020	- Bus Aide	8.15

31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	10.37
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.48
99050 - Desk Clerk	9.70
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	22.67
99252 - Laboratory Animal Caretaker II	24.77
99260 - Marketing Analyst	21.54
99310 - Mortician	25.35
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	14.91
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.75
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.67
99841 - Vending Machine Repairer	28.88
99842 - Vending Machine Repairer Helper	22.67

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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: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 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 wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
  
- 2) After contract award the contractor prepares a written report listing in order 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))."



**Guam Community College  
FIVE-YEAR ACADEMIC CALENDAR  
AY2021-AY2022 – AY2025-AY2026**

**REVISED**

FALL TERM	2021	2022	2023	2024	2025
Faculty Start Date	8/9/2021	8/16/2022	8/14/2023	8/12/2024	8/11/2025
First Day of Monday-Wednesday Classes	8/11/2021	8/17/2022	8/16/2023	8/14/2024	8/13/2025
First Day of Tuesday-Thursday Classes	8/12/2021	8/18/2022	8/17/2023	8/16/2024	8/14/2025
First Day of Friday	8/13/2021	8/19/2022	8/18/2023	8/16/2024	8/16/2025
First Day of Saturday Classes	8/14/2021	8/20/2022	8/19/2023	8/17/2024	8/16/2025
Labor Day Holiday (Observed)	9/6/2021	9/6/2022	9/4/2023	9/2/2024	9/1/2025
All Soul's Day Holiday (Observed)	11/2/2021	11/2/2022	11/2/2023	11/1/2024	11/3/2025
Veteran's Day Holiday (Observed)	11/11/2021	11/11/2022	11/10/23 - 11/11/23	11/11/2024	11/11/2025
Thanksgiving Break	11/26/21 - 11/28/21	11/24/22 - 11/27/22	11/23/23 - 11/26/23	11/28/24 - 12/1/24	11/27/25 - 11/30/25
Our Lady of Camarin Day (Observed)	12/8/2021	12/8/2022	12/8/2023	12/8/2024	12/8/2025
Last Day of Monday-Wednesday Classes	11/24/2021	12/6/2022	11/29/2023	12/2/2024	12/1/2025
Last Day of Tuesday-Thursday Classes	12/2/2021	12/1/2022	12/6/2023	11/26/2024	12/2/2025
Last Day of Friday Classes	11/19/2021	12/9/2022	12/16/2023	12/16/2024	12/1/2025
Last Day of Saturday Classes	11/20/2021	12/3/2022	12/9/2023	11/23/2024	11/2/2025
Grades Due	12/7/2021	12/14/2022	12/20/2023	12/12/2024	12/6/2025
Potential Make-up Days	11/12, 11/19, 12/03	11/4, 11/18, 12/2	11/03, 11/17, 12/01	11/08, 11/16, 11/22	11/7, 11/14, 11/21
SPRING TERM	2022	2023	2024	2025	2026
Faculty Start Date	1/3/2022	1/9/2023	1/8/2024	1/6/2025	1/5/2026
First Day of Monday-Wednesday Classes	1/6/2022	1/11/2023	1/10/2024	1/8/2025	1/7/2026
First Day of Tuesday-Thursday Classes	1/6/2022	1/12/2023	1/11/2024	1/9/2025	1/8/2026
First Day of Friday Classes	1/7/2022	1/13/2023	1/12/2024	1/10/2025	1/9/2026
First Day of Saturday Classes	1/8/2022	1/14/2023	1/13/2024	1/11/2025	1/10/2026
Martin Luther King Jr. (Observed)	1/17/2022	1/16/2023	1/16/2024	1/20/2025	1/19/2026
Guam History & Chamorro Heritage Day - (Observed)	3/7/2022	3/6/2023	3/4/2024	3/3/2025	3/2/2026
Spring Break	4/11/22 - 4/17/22	4/3/23 - 4/9/23	3/26/24 - 3/31/24	4/14/25 - 4/20/25	3/30/26 - 4/6/26
Last Day of Monday-Wednesday Classes	5/2/2022	5/8/2023	5/6/2024	5/5/2025	5/4/2026
Last Day of Tuesday-Thursday Classes	4/26/2022	5/2/2023	4/30/2024	4/29/2025	4/28/2026
Last Day of Friday Classes	4/22/2022	4/28/2023	4/26/2024	4/26/2025	4/24/2026
Last Day of Saturday Classes	4/23/2022	4/29/2023	4/27/2024	4/26/2025	4/26/2026
Grades Due	5/8/2022	5/11/2023	5/9/2024	5/8/2025	5/7/2026
Commencement Exercise	6/13/2022	5/19/2023	5/17/2024	5/16/2025	5/16/2026
Memorial Day Holiday (Observed)	6/30/2022	6/29/2023	6/27/2024	6/26/2025	6/26/2026
Potential Make-up Days	4/8, 4/22, 4/29	4/14, 4/21, 4/28	4/12, 4/19, 4/26	4/4, 4/11, 4/26	4/10, 4/17, 4/24
SUMMER TERM	2022	2023	2024	2025	2026
Faculty Start Date / 1st Day of Classes	6/3/2022	6/2/2023	6/3/2024	6/30/2025	6/29/2026
Independence Day Holiday (Observed)	7/4/2022	7/4/2023	7/4/2024	7/4/2025	7/3/2026
Last Day of Classes	7/16/2022	7/14/2023	7/12/2024	7/11/2025	7/10/2026
Liberation Day Holiday (Observed)	7/21/2022	7/21/2023	7/22/2024	7/21/2025	7/21/2026
Grades Due (except Saturday classes)	7/20/2022	7/19/2023	7/17/2024	7/16/2025	7/16/2026
Potential Make-up Days	6/24, 7/1, 7/18	6/30, 7/7, 7/17	6/28, 7/6, 7/16	6/20, 6/27, 7/11	6/19, 6/26, 7/10

**NOTES:**

- 1) Satellite Program and cross-enrolled classes will follow the official Department of Education schedule for their respective schools. Professional Development Days as outlined in the GDOE Calendar will be utilized as working sessions, as needed.
- 2) Summer Term courses with more than 60 contact hours require additional class sessions.
- 3) Summer Saturday-only classes start the Saturday before the first day of weekday classes.
- 4) This Schedule is subject to change.

**Mission Statement**

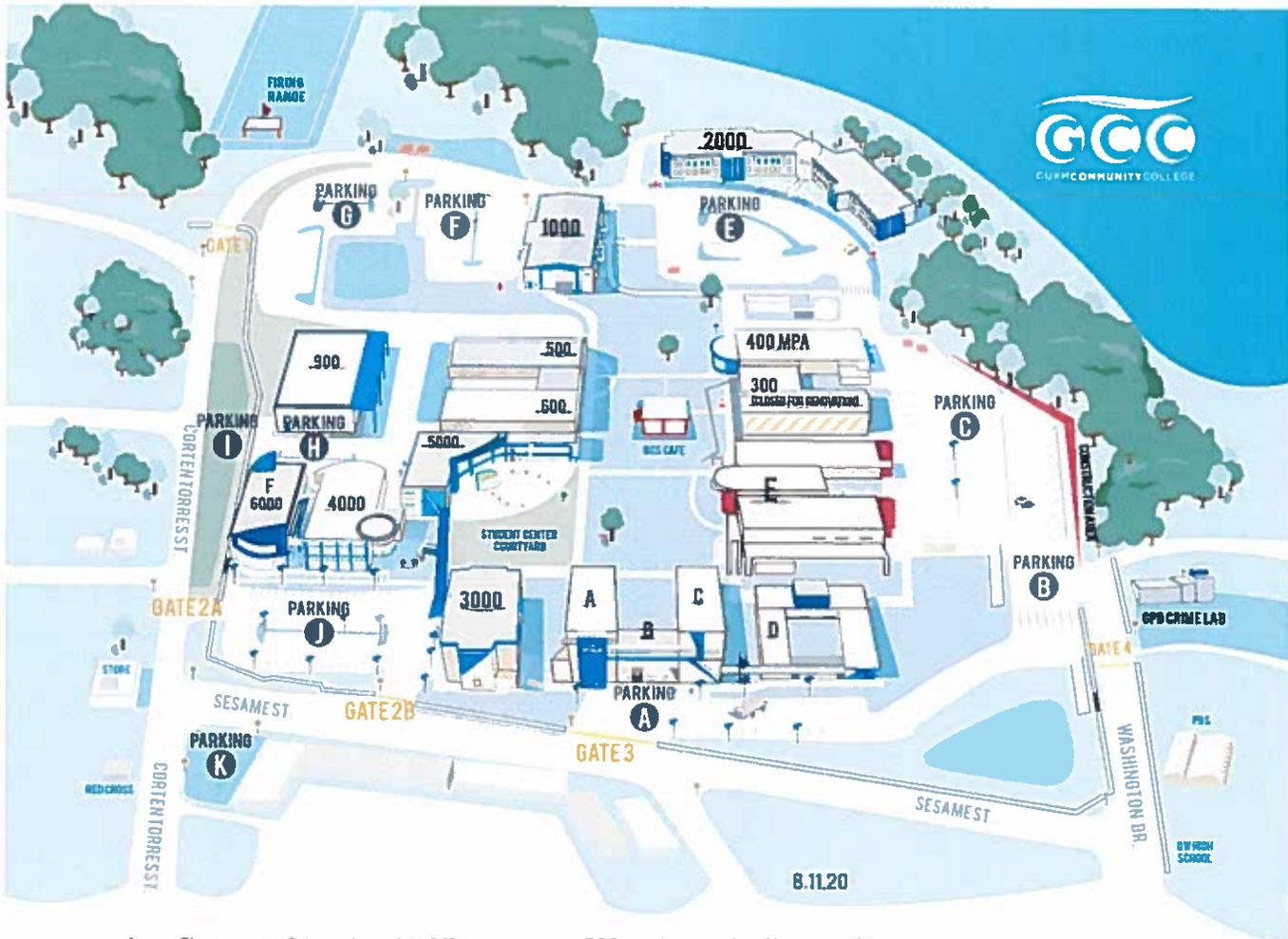
Guam Community College is a leader in career and technical workforce development, providing the highest quality, student-centered education and job training for Micronesia. (Board of Trustees Policy 100)

Approved: \_\_\_\_\_

Frank R. Arriola, Chairperson  
Board of Trustees

Date: \_\_\_\_\_

MAR 26 2021



- |     |  |      |  |
|-----|--|------|--|
| A   | Classrooms, Criminal Justice Office  | 500  | Automotive Classroom/Shop, Automotive Technology Office  |
| B   | Student Support Services, Student Success Lab  | 600  | Construction Classroom/Workshop, Maintenance Dept.   |
| C   | Classrooms   | 900  | Autobody/Welding Shop/Classrooms, Construction Trades Office   |
| D   | Classrooms, Computer Science Office, Management Information Systems (MIS)  | 1000 | Technology Center: Classrooms, Study Hall, Mac Lab, Electronics Lab, Offices, VisCom Studio, Test Center   |
| E   | Classrooms, Study Hall, Workout Room, Criminal Justice Offices, Developmental Education, Education/English Offices, Autocad Labs, Mansana Center | 2000 | Student Services & Administration: Admissions & Registration, Financial Aid, Cashier, Counseling, Accommodative Services, Continuing Ed., Business Office, Administrative Offices                        |
| F   | Foundation Building (6000) Classrooms, Bookstore, Café, Adult Ed. Office, Veterans Study Room  | 3000 | Anthony A. Leon Guerrero Allied Health Center: Classrooms, Lecture Halls   |
| 300 | CLOSED FOR RENOVATION  | 4000 | Learning Resource Center (LRC) - Library, Computer Lab   |
| 400 | Multipurpose Auditorium (MPA) Culinary Arts Kitchen & Office   | 5000 | Student Center: Student Lounge, Computer Lab, Training Room, Health Services Center, Center for Student Involvement, Reach for College, Project AIM/TRIO Program, Academic Advisement & Career Placement |

# Government of Guam

## Holidays

§1000 (a) Chapter 10 of Title 1 GCA  
As amended by PL 32-145

1. New Year's Day, January 1
2. Martin Luther King, Jr., third Monday in January
3. Guam History & Chamorro Heritage Day, first Monday in March
4. Memorial Day, the last Monday in May
5. Independence Day, July 4
6. Liberation Day, July 21
7. Labor Day, the first Monday in September
8. All Soul's Day, November 2
9. Veteran's Day, November 11
10. Thanksgiving Day, the fourth Thursday in November
11. Our Lady of Camarin Day, December 8
12. Christmas Day, December 25

§1000 (b) Chapter 10 of Title 1 GCA states in part.... "Whenever a holiday falls on a Saturday or Sunday, the government of Guam shall follow the federal government's practice for that holiday." (c) In addition to the holidays specified in Subsection (a) of this Section, I Maga'lahaen Guåhan may declare by Executive Order additional non-permanent holidays for special purposes. No holiday declared by Executive Order shall be continued beyond the year in which the Executive Order is issued.



**GCC Bid No:**  
**GCC-FB-21-009**

**Bid Description:**  
**Replacement of Building 900**  
**Metal Awning Structure**

**May 2021**

**Page 1 of 7**

**Guam Community College (GCC) is soliciting the service of a qualified contractor to replace the dilapidated awning structure located at building 900 and including (but not limited to) the following.**

**SCOPE OF WORK (SOW):**

**A. General Requirements of the Scope of Work:**

The Qualified Contractor for this SOW shall:

1. Conduct a holistic assessment, verify existing conditions, and conduct all the necessary work for a design build concept to replace the dilapidated awning located at building 900 to include all component elements for complete functionality, operation, safety and code-compliance (i.e., civil, mechanical, infrastructure, etc.).
2. Provide contractual services to include at a minimum the following component elements – assessment, estimation, replacement requirements, certification, and as-build drawings
3. Ensure “good standings” with governing authorities having jurisdiction with the SOW (e.g., Guam Department of Public Works, Department of Revenue and Taxation, Guam Contractor’s License Board, etc.) prior to commencing work related to this SOW.
4. When appropriate, obtain and pay requisite permits, clearances, and approvals, from all applicable government of Guam agencies.
5. A **mandatory** site visit is scheduled for 10:00 a.m. at the project site on **Wednesday, May 19, 2021.** Contact Josephine Arceo at 735-5521 if accommodative service or an additional site visit is needed.
6. Warranty: Qualified Contractor shall assure against defective materials and workmanship by providing a one (1) year written Certificate of Warranty. The Certificate of Warranty shall commence immediately upon GCC’s explicit acceptance of the project. The Certificate of Warranty shall honor all product warranties and include the cost of all parts, workmanship, and related labor fees. Qualified Contractor must provide and honor all written product warranties.
7. When awarded, the Qualified Contractor shall submit a list and have all supplies and materials for GCC’s explicit approval prior to their use or installation. All supplies, materials, and incidentals included in this SOW shall be new and of the most suitable grade for the purpose intended.
8. Qualified Contractor’s employees assigned to this project shall be cleared from the Guam Sex Offender Registry and have a GCC badge clearly visible on his/her person.



**GCC Bid No:  
GCC-FB-21-009**

**Bid Description:  
Replacement of Building 900  
Metal Awning Structure**

**May 2021**

**Page 2 of 7**

9. The Qualified Contractor shall conform to all Occupational Safety and Health Administration (OSHA) regulations, the National Electrical Code (NEC), Environmental Protection Agency and the National Fire Protection Association (NFPA). Clean, maintain, protect work site, and newly installed work as necessary throughout the project period. Provide suitable protective covering on newly installed work when reasonably required to mitigate damage (e.g., during inclement weather) until such time the project is accepted by GCC. Before commencing work, the Qualified Contractor shall coordinate and have in place necessary provisions to protect adjacent building properties for safety, to minimize disruptions and prevent ANY potential hazards. For example, relocate contents away from immediate work area to unoccupied location as work requirements dictate.
10. Properly dispose and recycle all waste, debris, rubbish, etc. associated with the project legally and off-site. Do not allow debris to accumulate at the project site.
11. Take all precautions to assure that GCC's stakeholders (students, employees, and visitors) remain out of harm's way throughout the project. The Qualified Contractor shall properly block off the project site and use appropriate signage.
12. GCC's hours of operation is Monday through Thursday, 7:30 a.m. to 10 p.m., Friday from 7:30 a.m. to 6:00 pm, and Saturday from 7:30 a.m. to 12 p.m. GCC also recognizes Government of Guam's holidays. The Qualified Contractor's request to work on campus outside of GCC's hours of operation must be preapproved by Planning and Development Department.
13. The Qualified Contractor and her/his employees shall adhere to GCC's Tobacco and Betel Nut (Pugu'a) Free Policy 175:
  - a. DO NOT use tobacco products while on Guam Community College property.
  - b. DO NOT use electronic cigarette (e-cigs)) devices while on Guam Community College property.
  - c. DO NOT chew or spit pugu'a or chewing tobacco while on Guam Community College property.
14. The Qualified Contractor and her/his employees shall adhere to Public Health and GCC's COVID19 guidelines on campus at all times;
15. Correct defective work to meet SOW requirements.
16. The project is deemed complete by the Qualified Contractor's submission of all warranties, as-build, GCC's formal inspection, and GCC's acceptance of the project for its intended use.



**GCC Bid No:  
GCC-FB-21-009**

**Bid Description:  
Replacement of Building 900  
Metal Awning Structure**

May 2021

Page 3 of 7

17. Submit a price proposal having an itemized cost such that GCC may award the project based on the "...lowest, most responsive..." price proposal based on the Scope of Work and related requirements (A. General Requirements of the Scope of Work and B. Specific Requirements of the Scope of Work).

18. Qualified Contractor shall deliver a complete price proposal packet to include the following (18a-18e):

- a. A Narrative (required document) describing how the Qualified Contractor will address this project's SOW;
- b. A Critical Path Method (CPM) chart (required document) to illustrate the Qualified Contractor's timeline to complete the project within **ninety (90) consecutive calendar days** upon receipt of a purchase order and inclusive of the building permit process and material lead-time;
- c. Submission of a conceptual design illustrating the size and design of the awning.
- d. Submission of Bid (with required documents): one original and two complete copies; and
- e. **Cost breakdown for:**

**1. Building 900 Awning Bid Price Sheet:**

Description of Work	Cost for Supplies, Materials, etc..	Cost for Labor	Total
a. Removal and disposal of the existing awning. (i.e. Corrugated roof sheet panels, purlins, rafters, etc...)			
b. Removal and disposal of the existing metal columns and beams			
c. Installation of new metal columns and beams (Option 1 for Black Iron and Option 2 for Galvanized)			
d. Installation of cable bracing at three (3) specific locations			
e. Installation of new Purlins, S-layer and 2'-6" overlap including all component elements			
f. Installation of new rafter system including all component elements			



**GCC Bid No:  
GCC-FB-21-009**

**Bid Description:  
Replacement of Building 900  
Metal Awning Structure**

May 2021

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g. Installation of 22 gauge thickness corrugated roof sheet panels to include roof sealant for fastener and joint protection and leak prevention.			
h. Application of oil based primer and two (2) coats final paint on corrugated roof sheet panels (top and bottom)			
i. Removal and reinstallation of additional tools, equipment, infrastructure, etc... into the new awning structure.			
Total Project Bid Price			

- e. Submit ALL required documents (A. General Requirements of the Scope of Work (SOW) and B. Technical Specifications of the SOW), before **June 03, 2021** to:

Joleen Evangelista, Procurement & Inventory Administrator  
Materials Management Office  
Guam Community College  
One Sesame Street  
Student Services and Administration Building, Room 2105  
Mangilao, Guam 96913

**18.** GCC shall be indemnified for any under-estimations / oversights attributed to the Qualified Contractor's lack of due diligence or wrongful assumptions.

**B. Technical Specifications:**

1. Awning: The new awning design shall be identical to the existing awning system at building 900.
  - a. Removal and disposal of existing metal awning to include sheet panels, purlins, rafters and all component elements;
  - b. Removal and disposal of existing metal columns and beams;
  - c. Installation of new metal columns and beams with oil-based primer and two (2) coat final paint;
  - d. Installation of cable bracing at 3 specific locations;
  - e. Installation of purlins S-layer and 2'-6" overlap;
  - f. Installation of rafter system;
  - g. Installation of 22-gauge thickness corrugated roof sheet panels
  - h. Installation of gutter and downspout.
  - i. Removal and reinstallation of additional tools, equipment, infrastructure, etc... that were a part of the original awning structure (to be determined by Program Deans, Department Chairs and Faculty);
  
2. The Qualified Contractor shall ensure the new awning structure shall be properly and securely integrated into the building 900 structure;



**GCC Bid No:**

**GCC-FB-21-009**

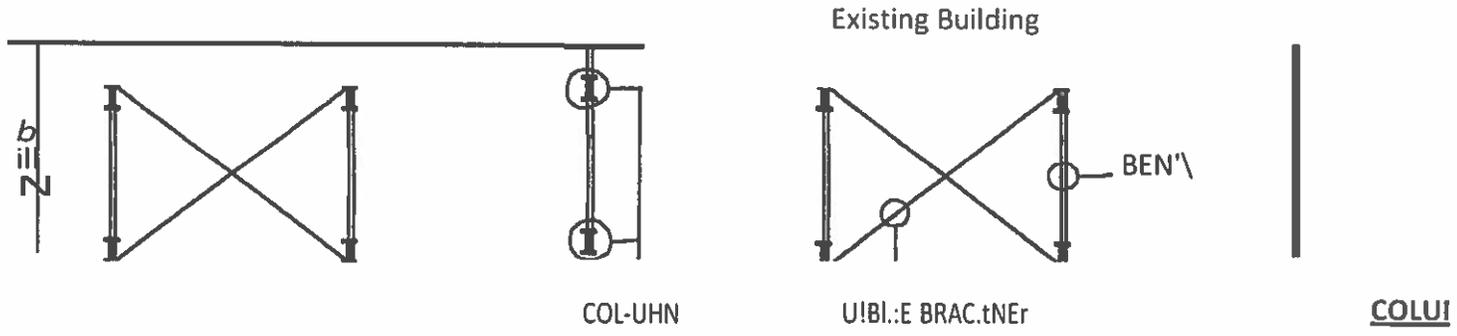
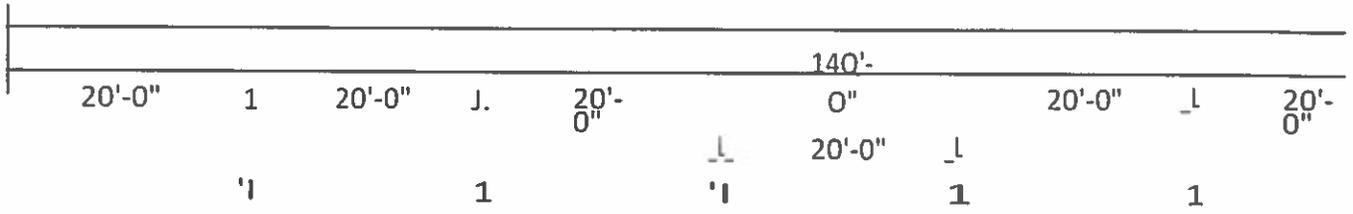
**Bid Description:**  
**Replacement of Building 900**  
**Metal Awning Structure**

*May 2021*

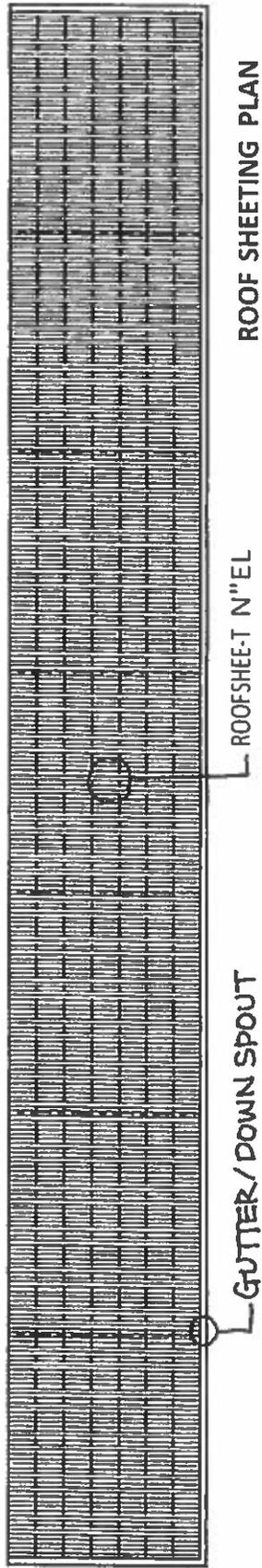
*Page 5 of 7*

3. The Qualified Contractor shall ensure the use of only anti-corrosive fasteners, nuts, bolts, etc... and no metal to metal corrosion reactions as a result of two different metals being in contact;
4. The Qualified contractor shall ensure absolutely no leaks at any point of the new awning structure roof;
5. The Qualified Contractor shall ensure the structure is engineered to withstand maximum sustained winds of 200 miles-per hour.
6. Refer to the attached Exhibit #1

[GUAM COMMUNITY COLLEGE-BUILDING 900 METAL AWING]



ROOF PURLIN PLAN



ROOF SHEETING PLAN

ROOFSHEET N" EL

GUTTER/DOWN SPOUT

29

# **EXHIBIT “2”**



July 2, 2021

To: JJ Global Services  
P.O. Box 217881 GMF  
Barrigada, Guam 96921

Attn: Mr. Luis Bustamante  
CEO

Ms. Aileen de Dios  
General Manager

Subject: Notice of Intent to Award  
GCC Bid No: GCC-FB-21-009  
Bid Description: Replacement of Building 900 Metal Awning Structure

Dear Mr. Bustamante and Ms. De Dios,

GCC has reviewed and evaluated your bid submission and intends to award JJ Global Services, JJ's bid is deemed the lowest, responsive and responsible. GCC intends to award Option 2: Galvanized Iron for this project in the amount of **\$163,263.84**.

Prior to providing you with the contract, JJ Global Services will need to submit the following documents:

1. The list of workers that will be assigned to this project so that GCC can clear them off the sex offender registry. Please provide their full legal name and Date of Birth.
2. Performance Bond in the amount of one-hundred percent (100%) of the contract price. The bond shall be in accordance with Item 18 of the General Terms and Conditions of this bid.
3. Certificate of Insurance showing proof of Contractor's Liability Insurance
4. Listing of subcontractors- if none, please indicate; if there are subcontractors, please provide the contractor's name and full legal name and Date of birth of the subcontractor's employees that will be assigned to this project.
5. Schedule of Values
6. Overhead and Profit Multiplier (Isolated)
7. Updated CPM Chart
8. Copy of your current Guam Contractor's license.

The project completion time is 90 consecutive calendar days upon the Notice to Proceed date.

Please provide the information and documents requested ASAP or no later than 10 days from the date of this letter. Once the requested documents are submitted, GCC will contact you to pick up the contract/PO and will schedule a post-award meeting.

GCC thanks you in participating in this bid and looks forward to working with you.

Sincerely,

Mary A.Y. Okada, Ed.D.  
President

Res

# **EXHIBIT “3”**



July 6, 2021

Ms. Joleen M. Evangelista  
Procurement & Inventory Administrator

Please be aware that we are in receipt of the Notice of Intent to Award just this morning, 07/06/2021 at about 8:14am. This was sent to us past our normal business hours, which was after 5pm last week Friday, 07/02/2021. Please note, all staff were Off Duty during the weekend and in addition to the Federal Holiday on Monday, 07/05/2021. JJ Global Services immediately initiated action on working to fulfill the required document(s); however, JJ we will need ten (10) working days from the date of receipt to comply with the documentation needed

and not 10 days from the date of the Award Letter.

The 90 days as we confirm on the clarification letter, will be dependent on weather conditions. JJ Global will maintain a record of these unforeseen weather conditions and will submit an extension to GCC on the 90 days grant of extension, or if any natural disaster(s) that will hinder the project from continuing w/in the time frame of 90 days. In addition, JJ Global will submit an extension as well for any delay in materials if not located on island.

Once GCC furnishes the Building Permit to JJ Global, it will give 36 hours allotment before the Notice to Proceed Date for the mobilization time and schedule implementation of our crew.

Should you have further any question or concern you may contact me or Kit Casin 482-9485.

Thank you

Very Respectfully Yours,

Luis E Bustamante  
CEO

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913  
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921  
Tel: (671) 632-1179 Fax: (671) 632-3550  
Email: [jjg@teleguam.net](mailto:jjg@teleguam.net)

# **EXHIBIT “4”**



July 26, 2021

JJ Global Services  
P.O. Box 217881 GMF  
Barrigada, Guam 96921

Attention: Mr. Luis Bustamante  
CEO

Ms. Aileen de Dios  
General Manager

Subject: **Notification of Bid Award**

Bid No: GCC-FB-21-009  
Bid Description: Replacement of Building 900 Metal Awning Structure

Dear Mr. Bustamante and Ms. De Dios,

Your bid has been evaluated and is deemed the lowest, responsive, and responsible bid.

Guam Community College is pleased to inform you that the contract for the Replacement of Building 900 Metal Awning Structure will be awarded to JJ Global Services. The total bid amount for Option 2: Galvanized Iron is \$163,263.84.

The contract award date and Notice to Proceed date is July 27, 2021. Based on the 90 consecutive calendar days upon the issuance of the purchase order/contract, the deadline to complete this project is October 24, 2021. You will be contacted to pick up the purchase order/contract.

GCC will contact you to schedule the Post-Award meeting via Google Meet. Please be sure to inform all key JJ Global Services personnel who will be assigned to carry out this project. Please inform the Materials Management office of their email addresses so that we can send them an invite.

GCC thanks you for participating in this bid and looks forward to working with you.

If you have any questions or need additional information, please contact Joleen M. Evangelista at 735-5540 or email: [joleen.evangelista@guamcc.edu](mailto:joleen.evangelista@guamcc.edu) .

Sincerely,

Mary A.Y. Okada, Ed.D.  
President

Ref

**CONTRACT NO. P2101070**

**CONTRACT  
(Replacement of Building 900 Metal Awning Structure)**

**JJ Global Services  
(Contractor)**

**Guam Community College  
(GCC)**

**Bid No: GCC-FB-21-009**

**Amount: \$163,263.84**

**Place: Guam Community College**

## FORMAL CONTRACT

**THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this 27th day of July 2021, by and between Guam Community College, hereinafter called "GCC", represented by the Contracting officer executing this contract, party of the first part, and JJ Global Services, a corporation of the Territory of Guam, hereinafter called the "Contractor" party of the second part.**

**WITNESSETH, That whereas the Guam Community College intends to Replace the Metal Awning Structure at Building 900 with galvanized iron (option 2) called the "Project", in accordance with the scope of work and other contract documents.**

**NOW THEREFORE, Guam Community College and Contractor for the considerations hereinafter set forth, agree as follows:**

**I. THE CONTRACTOR AGREES** to construct and furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a safe and efficient manner all the work required for the performance of the Project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract.

**(a) Contract Time:** The contractor agrees to commence work under this contract upon written notice to proceed which is established as July 27, 2021, and to complete the project ready for use and operation based on the below requirements:

**90 Calendar Days upon Notice to Proceed Date  
Completion Date: October 24, 2021**

**II.** Guam Community College agrees to pay, subject to availability of funds, and the Contractor agrees to accept, in full payment for the performance of this contract, a total contract amount of \$163,263.84 using Galvanized Iron.

**III. CONTRACT DOCUMENTS:** It is hereby mutually agreed that the following list of specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the contract documents, all of which are part hereof, and collectively evidence and constitute the contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- (a) Instructions to Bidders**
- (b) Bid Form**
- (c) Bid Schedule**
- (d) Bid Bond**
- (e) Subcontractor: None**
- (f) Performance Bond**
- (g) General Provisions**

- (h) General Conditions**
- (i) Special Provisions**
- (j) SOW**
- (k) Amendments**

- IV. LIQUIDATED DAMAGES:** The Contractor further agrees to pay to GCC the sum of one-fourth of one percent (1%) of the contract amount per calendar day not as a penalty, but as reasonable liquidated damages for breach of this contract by the Contractor by his failing, neglecting or refusing to complete work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the contract for completing the work ready for use and/or operation. Liquidated damages will start after contract completion deadline.
- V. SPECIAL PERMITS AND LICENSES:** The Contractor shall, at his own expense, procure all permits, certificates, and licenses and shall give notices and necessary reports required by law for the Scope of Work. Failure to maintain required permits and licenses shall be grounds for immediate termination of contract.
- VI. CONTROL:** The GCC President or the Assistant Director, Planning & Development/Facilities will meet periodically with the Contractor for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems.
- VII. JUSTIFICATION OF DELAY:** The Contractor guarantees that the project will be completed within the agreed upon completion date. If however, the Contractor cannot comply with the completion requirement, it is the Contractor's responsibility to advise GCC in writing explaining the cause and reasons for delay.
- VIII. GENERAL COMPLIANCE WITH LAWS:** In the performance of work provided herein, Contractor agrees that it shall be conducted in full compliance with any and all applicable laws, rules and regulation adopted or promulgated by any governmental agency or regulatory body, both territorial and federal. Contractor assumes full responsibility for the payment of all contributions payroll taxes or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any territorial or federal laws.

- IX. EQUAL EMPLOYMENT OPPORTUNITY:** Section 3.01 OF THE Executive Order 10935 dated march 7, 1965 requires the Contractor not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, creed, color or national origin.
- X. CONVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that he has not employed any person to solicit or secure the contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give GCC the right to terminate the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made though bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- XI. OTHER CONTRACTS.** GCC may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.
- XII. DISPUTES.** Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the President of Guam Community College whose decision shall be final and conclusive upon the parties thereto. In the meantime the Contractor shall diligently proceed with the work as directed.
- XIII. CONTRACT BINDING.** It is agreed that this contract and all the Covenants hereof shall inure to the benefit of and be binding upon GCC and the Contractor respectively and his partners, successors, assignees and legal representatives. Neither GCC nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

- XIV. INDEMNITY.** Contractor agrees to save and hold harmless GCC, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.
- XV. MODIFICATION OR AMENDMENTS:** No modification, amendment, alteration or change of the terms and conditions of this Agreement shall be valid or enforceable unless made in writing and executed by both parties hereto and approved by appropriate action by GCC.
- XVI. ATTORNEY FEES:** If either GCC or Contractor institute legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and cost of suit.
- XVII. INSURANCE:** During the term of this agreement, Contractor must maintain insurance as required on the Notice of Intent to Award. Contractor is responsible for obtaining all applicable insurance. GCC assumes no liability for any accident or injury that may occur to the Contractor, his agents, dependents, or personal property while on GCC premises performing said scope of service.
- XVIII. ASSIGNMENT OF AGREEMENT:** Assignment will not be accepted without approval from GCC. Request for approval of assignment must be made with submission of proposal. No assignment will be accepted if request is not made in writing with the proposal.
- XIX. RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS:** The contractor warrants that no person in its employments who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the contractor while on government property, with the exception of public highways. If any employee of contractor is providing services on government property and is convicted subsequent to an award of a contract, then the contractor warrants that it will notify GCC of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the contractor is found to be in violation of any of the provisions of this paragraph, then GCC will give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from GCC, and the contractor shall notify GCC when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from GCC, then GCC in its sole discretion may

suspend temporarily any contract for services until corrective action has been taken.

**XX. NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally, or shall be deemed to be received as of the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid as follows:

GCC: Guam Community College  
P.O. Box 23069  
GMF, Guam 96921

The Contractor: JJ Global Services  
P.O. Box 217881 GMF  
Barrigada, Guam 96921

**IN THIS WHEREOF parties hereto have executed this contract as of the day and year first written.**

\_\_\_\_\_  
**Luis E. Bustamante**  
CEO  
JJ Global Services

*Mary A. Y. Okada* 07/26/2021  
\_\_\_\_\_  
**Mary A. Y. Okada, Ed.D.** *By*  
President  
Guam Community College

**CERTIFIED FUNDS AVAILABE**

Contract No.: P2101070  
FOAP: 30.1065.7230.66.P2106 *pmk 7/26/2021*  
Contract Amount: \$163,263.84

# **EXHIBIT “5”**



**GUAM COMMUNITY COLLEGE**  
 Bill/Ship TO MATERIALS MANAGEMENT SECTION  
 P. O. Box 23069 GMF  
 Barrigada, Guam 96921-3069  
 1 Sesame St. Mangilao, Guam 96913  
 Website: [www.guamcc.edu](http://www.guamcc.edu)  
 Email: [materialsmangement@guamcc.edu](mailto:materialsmangement@guamcc.edu)  
 Phone: 671.735.5540/2 Fax: 671.734.5238

**Purchase Order Number**

P2101070

**Issue Date:** 07/27/21

**Delivery Date:** 07/27/21

This Purchase Order Number must appear on all packages, shipping papers, correspondence, and invoices pertaining to the order. Please supply promptly the articles below or services. All invoices and statements must show the purchase order number to avoid delay in payment.

24 hour notice for large deliveries is recommended. Please call 671.735.5525 to make arrangements.

Billing instructions: Send certified invoice with three (3) copies to Bill/Ship to address only.

Shipping instructions: Make sure Bill/Ship to address appears on the crate or package. Invoice must accompany shipment.

**Vendor:**

B00145188  
 JJ Global Services  
 P.O. Box 217881 GMF  
 Barrigada GU 96921  
 Guam

**Ship To:**

Materials Management  
 PO Box 23069 GMF  
 Barrigada GU 96921

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	2015 Contractual Services Bid No. GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure. Description of work and cost break down: a, b, c with Option 2 Galvanized, d, e, f, g, h, i) Total Cost \$163,263.84. Timeline to complete project within ninety (90) consecutive calendar days upon receipt of purchase order and inclusive of the building permit process and material lead-time. *****FOR INTERNAL USE ONLY*****		EA		163,263.84

REMARKS:

TOTAL AUTHORIZED ►

CONTINUED

FOR GUAM COMMUNITY COLLEGE USE ONLY

*Joleen M. Evangelista*

Joleen M. Evangelista  
 Procurement & Inventory Administrator

*Rmagenardo*

Rodalyn Gerardo, CIA, CGFM, CPA, CGAP, CGMA, CICA  
 Vice President, Finance & Administration  
 Certifying Officer

*Mary A. Y. Okada*

Mary A. Y. Okada, Ed.D.  
 President

JUL 28 2021

Date

**VENDOR COPY (SEE REVERSE FOR CONDITIONS/INFORMATION)**

# **EXHIBIT “6”**



Aileen de Dios <aileen@jjglobal.services>

## RE: Replacement of Bldg. 900 Metal Awning Structure

1 message

Joleen Evangelista <joleen.evangelista@guamcc.edu>

Wed, Aug 4, 2021 at 4:17 PM

Reply-To: joleen.evangelista@guamcc.edu

To: Kit Casin <kit.casin@jjglobal.services>

Cc: Julie Ulloa-Heath <julie.ulloaheath@guamcc.edu>, Aileen de Dios <aileen@jjglobal.services>, "Luis E. Bustamante" <luis.bustamante34@gmail.com>, Virginia Tedpahogo <virginia@jjglobal.services>, Florenda Miranda <flor@jjglobal.services>, Admin Assistant <admin@jjglobal.services>

Kit,

Please see page 3 of 7 in the SOW titled: Bid Description Replacement of Building 900 Metal Awning Structure GCC  
Bid No: GCC-FB-21-009.

Item Number 18. B. states "Contractor's timeline to complete the project within ninety (90) consecutive calendar days upon receipt of PO and inclusive of the building permit process and material lead-time". You may request for an extension if the permit process takes longer than what you anticipated when you submitted your bid. JJ Global may submit a request in writing asking for an extension because of the time it took to obtain a permit.

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

**From:** Kit Casin [mailto:kit.casin@jjglobal.services]

**Sent:** Tuesday, August 3, 2021 4:25 PM

**To:** Joleen Evangelista <joleen.evangelista@guamcc.edu>

**Cc:** Julie Ulloa-Heath <julie.ulloaheath@guamcc.edu>; Aileen de Dios <aileen@jjglobal.services>; Luis E. Bustamante <luis.bustamante34@gmail.com>; Virginia Tedpahogo <virginia@jjglobal.services>; Florenda Miranda <flor@jjglobal.services>; Admin Assistant <admin@jjglobal.services>

**Subject:** Replacement of Bldg. 900 Metal Awning Structure

Hafa Adai Mr. Joleen,

I hope this email finds you well.

Kindly find attached Replacement of Bldg. 900 Metal Awning Structure of contract for your reference.

# **EXHIBIT “7”**



Aileen de Dios <aileen@jjglobal.services>

---

**RE: Bid Award & Contract for GCC-FB-21-009**

1 message

---

virginia@jjglobal.services <virginia@jjglobal.services>

Mon, Aug 9, 2021 at 11:54 AM

To: joleen.evangelista@guamcc.edu

Cc: Luis Bustamante <luis.bustamante@jjglobal.services>, Aileen de Dios <aileen@jjglobal.services>, Kit Casin <kit.casin@jjglobal.services>, Admin <admin@jjglobal.services>, Julie Ulloa-Heath <julie.ulloaheath@guamcc.edu>, Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>

Hi again Ms. Joleen,

In addition to the Contract. May I please gain status on the request for Extension. Has JJ Global's request been approved for the Extension, your kind and immediate response is greatly appreciated.

Virginia

---

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>

Sent: Friday, August 6, 2021 6:28 PM

To: virginia@jjglobal.services

Cc: 'Luis Bustamante' <luis.bustamante@jjglobal.services>; 'Aileen de Dios' <aileen@jjglobal.services>; 'Kit Casin' <kit.casin@jjglobal.services>; 'Admin' <admin@jjglobal.services>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>

Subject: RE: Bid Award & Contract for GCC-FB-21-009

Ms. Tephago,

This is to confirm receipt of your letter. I have included Ms. Julie Ulloa-Heath and Mr. Kiko Palacios on this email regarding the request for time extension for this project.

I would like to follow up on the signed contract from JJ Global. The original documents were picked up from our office on 8/4/2021. Please submit.

Thank you.

Joleen M. Evangelista  
Procurement & Inventory Administrator

---

From: virginia@jjglobal.services <mailto:virginia@jjglobal.services>

[mailto:virginia@jjglobal.services]

Sent: Friday, August 6, 2021 5:48 PM

To: joleen.evangelista@guamcc.edu <mailto:joleen.evangelista@guamcc.edu>

Cc: Luis Bustamante <luis.bustamante@jjglobal.services >; Aileen de Dios <aileen@jjglobal.services <mailto:aileen@jjglobal.services> >; Kit Casin <kit.casin@jjglobal.services <mailto:kit.casin@jjglobal.services> >; Admin <admin@jjglobal.services <mailto:admin@jjglobal.services> >

Subject: Bid Award & Contract for GCC-FB-21-009

Buenas Ms. Joleen,

Find herein attached, a transmittal letter from Ms. Aileen de Dios, GM for JJ Global Services. Thank you and have a safe weekend.  
<< File: GCC Awning Letter 8.6.21.pdf >>

Please acknowledge receipt of this email transmission.

Sincerely,  
VIRGINIA M. TEDPAHOGO  
Collection Administrator  
virginia@jjglobal.services <mailto:virginia@jjglobal.services>  
<< OLE Object: Picture (Device Independent Bitmap) >>  
PO Box 217881 Barrigada, GU 96921  
Telephone Number: 671.632.1179  
Facsimile Number: 671.632.3550  
Website: <http://www.jjglobal.services> <<http://www.jjglobal.services/>>

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 **winmail.dat**  
9K

# **EXHIBIT “8”**



August 26, 2021

To: Guam Community College  
PO Box 23069, GMF, Guam 96921  
Attn: Joleen Evangelista (Procurement & Inventory Administrator)

Re: GCC-FB-21-009  
Replacement of Building 900 Metal Awning Structure

Dear Ms. Evangelista,

After having an opportunity to review the draft contract on August 9, 2021, we noted that the contract does not address the disclosures in our June 25th email regarding unanticipated delay sand delays out of our control. These provisions were also confirmed in our July 6, 2021, letter. Specifically, in reference to the "Contract Time", the following language should be included.

"Completion Date may be extended forward in allotment to the number of days needed for any/all the following: delay of permit(s); delay due to weather conditions, i.e., natural disasters, storms, etc.; or delay due to the COVID-19 pandemic, including, but not limited to, materials not on Island."

Once the contract reflects this understanding, we can execute. Thank you.

Very respectfully,

Luis E. Bustamante  
President/CEO  
JJ Global Services

# **EXHIBIT “9”**



Vanessa Williams <vlw@vlwilliamslaw.com>

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## Fwd: GCC-FB-21-009 Replacement of Bldg. 900 Metal Awning Structure

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**Aileen de Dios** <aileen@jjglobal.services>  
To: Vanessa Williams <vlw@vlwilliamslaw.com>

Wed, Sep 22, 2021 at 12:45 PM

Hi Vanessa,

Please see below email from GCC.

All the best,

**Aileen de Dios**

General Manager

<http://www.jjglobal.services/>

E: aileen@jjglobal.services

O: 671-632-1179

F: 671-632-3550

----- Forwarded message -----

From: **Joleen Evangelista** <joleen.evangelista@guamcc.edu>

Date: Wed, Sep 22, 2021 at 12:27 PM

Subject: RE: GCC-FB-21-009 Replacement of Bldg. 900 Metal Awning Structure

To: Aileen de Dios <aileen@jjglobal.services>, Luis Bustamante <luis.bustamante@jjglobal.services>

Cc: Kit Casin <kit.casin@jjglobal.services>, Virginia Tedpahogo <virginia@jjglobal.services>, Julie Ulloa-Heath <julie.ulloaheath@guamcc.edu>, Admin Assistant <admin@jjglobal.services>, Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>, Rodalyn Gerardo <rodalyn.gerardo@guamcc.edu>, Luis E. Bustamante <luis.bustamante34@gmail.com>

Ms. De Dios and Mr. Bustamante,

**Please note:** Correction to the date of when the email was sent: The date is 8/30/21 and not 9/30/21.

Please acknowledge receipt of this email ASAP or by 5:00 p.m., September 22, 2021.

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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**From:** Joleen Evangelista [mailto:[joleen.evangelista@guamcc.edu](mailto:joleen.evangelista@guamcc.edu)]

**Sent:** Tuesday, September 21, 2021 5:21 PM

**To:** 'Aileen de Dios' <aileen@jjglobal.services>; 'Luis Bustamante' <luis.bustamante@jjglobal.services>  
**Cc:** 'Kit Casin' <kit.casin@jjglobal.services>; 'Virginia Tedpahogo' <virginia@jjglobal.services>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; 'Admin Assistant' <admin@jjglobal.services>; 'Francisco 'Kiko' Palacios' <francisco.palacios1@guamcc.edu>; 'Rodaly Gerardo' <rodalyn.gerardo@guamcc.edu>; 'Luis E. Bustamante' <luis.bustamante34@gmail.com>  
**Subject:** RE: GCC-FB-21-009 Replacement of Bldg. 900 Metal Awning Structure

Ms. De Dios and Mr. Bustamante,

Please advised that since JJ Global has not submitted the signed contract, the purchase order is canceled. Please note the email sent on 9/30/21 requesting for the signed contract to be submitted by August 31, 2021.

Please let me know if you have any questions.

Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

---

**From:** Joleen Evangelista [<mailto:joleen.evangelista@guamcc.edu>]  
**Sent:** Monday, August 30, 2021 4:54 PM  
**To:** 'Aileen de Dios' <aileen@jjglobal.services>; 'Luis Bustamante' <luis.bustamante@jjglobal.services>  
**Cc:** 'Kit Casin' <kit.casin@jjglobal.services>; 'Virginia Tedpahogo' <virginia@jjglobal.services>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; 'Admin Assistant' <admin@jjglobal.services>; 'Francisco 'Kiko' Palacios' <francisco.palacios1@guamcc.edu>; 'Rodaly Gerardo' <rodalyn.gerardo@guamcc.edu>; 'Luis E. Bustamante' <luis.bustamante34@gmail.com>  
**Subject:** GCC-FB-21-009 Replacement of Bldg. 900 Metal Awning Structure

Ms. De dios and Mr. Bustamante,

GCC is in receipt of your letter dated August 26, 2021. Please be advised that the executed contract must be received by our office by 5:00pm, CHST on August 31, 2021. The request to add additional language is not approved.

Please note, we have not received the drawings for approval.

Thank you.

Joleen M. Evangelista

Procurement & Inventory Administrator

**From:** Aileen de Dios [<mailto:aileen@jjglobal.services>]

**Sent:** Thursday, August 26, 2021 10:05 PM

**To:** Joleen Evangelista <[joleen.evangelista@guamcc.edu](mailto:joleen.evangelista@guamcc.edu)>

**Cc:** Kit Casin <[kit.casin@jjglobal.services](mailto:kit.casin@jjglobal.services)>; Virginia Tedpahogo <[virginia@jjglobal.services](mailto:virginia@jjglobal.services)>; Julie Ulloa-Heath <[julie.ulloaheath@guamcc.edu](mailto:julie.ulloaheath@guamcc.edu)>; Admin Assistant <[admin@jjglobal.services](mailto:admin@jjglobal.services)>; Francisco 'Kiko' Palacios <[francisco.palacios1@guamcc.edu](mailto:francisco.palacios1@guamcc.edu)>; Rodalyn Gerardo <[rodalyn.gerardo@guamcc.edu](mailto:rodalyn.gerardo@guamcc.edu)>; Luis E. Bustamante <[luis.bustamante34@gmail.com](mailto:luis.bustamante34@gmail.com)>

**Subject:** Re: Replacement of Bldg. 900 Metal Awning Structure

Hafa Adai Ms Joleen,

Pls see attached letter pursuant to the signing of the contract.

All the best,

**Aileen de Dios**

General Manager

<http://www.jjglobal.services/>

E: [aileen@jjglobal.services](mailto:aileen@jjglobal.services)

O: 671-632-1179

F: 671-632-3550

On Wed, Aug 25, 2021 at 2:01 PM Joleen Evangelista <[joleen.evangelista@guamcc.edu](mailto:joleen.evangelista@guamcc.edu)> wrote:

Dear Mr. Bustamante and the JJ Global Services Team:

I would like to follow up on the following for the items for the above project:

1. GCC needs the signed original contract by Mr. Luis Bustamante. On August 9, 2021, GCC was informed that he was off-island and that the signed contract would be submitted however, as of 8/25/2021 GCC has not received

the signed contract. GCC Materials management Office has called to follow up by phone and in person however, it is Ms. Casin did not know status of the signed contract. The PO was acknowledged and received by JJ Global since 8/4/2021. Please note that Mr. Bustamante attended an on-site (informal post award) meeting on August 11, 2021 with additional JJ Global employees however, the signed contract was not submitted.

2. Please confirm if the drawings/plans for the project have been submitted to GCC Facilities Office (Dr. Julie Ulloa-Heath and Mr. Kiko Palacios). There was a request for additional time to submit the drawings to GCC for approval so that JJ Global can obtain the permit to start the project. Please confirm if the drawings are ready for submission to GCC since the additional 15 days to submit the drawings has passed.

3. Is JJ Global able to proceed with this project and carry out all the required work to complete as stated in the bid? Please advise.

Please provide a response to this request ASAP or by Thursday, August 26, 2021 via email to: [materialsmanagement@guamcc.edu](mailto:materialsmanagement@guamcc.edu) <mailto:materialsmanagement@guamcc.edu> .

Thank you and Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

From: Joleen Evangelista [mailto:[joleen.evangelista@guamcc.edu](mailto:joleen.evangelista@guamcc.edu)]  
Sent: Wednesday, August 4, 2021 4:17 PM  
To: 'Kit Casin' <[kit.casin@jjglobal.services](mailto:kit.casin@jjglobal.services)>  
Cc: 'Julie Ulloa-Heath' <[julie.ulloaheath@guamcc.edu](mailto:julie.ulloaheath@guamcc.edu)>; 'Aileen de Dios' <[aileen@jjglobal.services](mailto:aileen@jjglobal.services)>; 'Luis E. Bustamante' <[luis.bustamante34@gmail.com](mailto:luis.bustamante34@gmail.com)>; 'Virginia Tedpahogo' <[virginia@jjglobal.services](mailto:virginia@jjglobal.services)>; 'Florenda Miranda' <[flor@jjglobal.services](mailto:flor@jjglobal.services)>; 'Admin Assistant' <[admin@jjglobal.services](mailto:admin@jjglobal.services)>  
Subject: RE: Replacement of Bldg. 900 Metal Awning Structure

Kit,

Please see page 3 of 7 in the SOW titled: Bid Description Replacement of Building 900 Metal Awning Structure GCC Bid No: GCC-FB-21-009.

Item Number 18. B. states "Contractor's timeline to complete the project within ninety (90) consecutive calendar days upon receipt of PO and inclusive of the building permit process and material lead-time". You may

request for an extension if the permit process takes longer than what you anticipated when you submitted your bid. JJ Global may submit a request in writing asking for an extension because of the time it took to obtain a permit.

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

From: Kit Casin [mailto:[kit.casin@jjglobal.services](mailto:kit.casin@jjglobal.services)]  
Sent: Tuesday, August 3, 2021 4:25 PM  
To: Joleen Evangelista <[joleen.evangelista@guamcc.edu](mailto:joleen.evangelista@guamcc.edu)> <<mailto:joleen.evangelista@guamcc.edu>> >  
Cc: Julie Ulloa-Heath <[julie.ulloaheath@guamcc.edu](mailto:julie.ulloaheath@guamcc.edu)> <<mailto:julie.ulloaheath@guamcc.edu>> >; Aileen de Dios <[aileen@jjglobal.services](mailto:aileen@jjglobal.services)> <<mailto:aileen@jjglobal.services>> >; Luis E. Bustamante <[luis.bustamante34@gmail.com](mailto:luis.bustamante34@gmail.com)> <<mailto:luis.bustamante34@gmail.com>> >; Virginia Tedpahogo <[virginia@jjglobal.services](mailto:virginia@jjglobal.services)> <<mailto:virginia@jjglobal.services>> >; Florenda Miranda <[flor@jjglobal.services](mailto:flor@jjglobal.services)> <<mailto:flor@jjglobal.services>> >; Admin Assistant <[admin@jjglobal.services](mailto:admin@jjglobal.services)> <<mailto:admin@jjglobal.services>> >  
Subject: Replacement of Bldg. 900 Metal Awning Structure

Hafa Adai Mr. Joleen,

I hope this email finds you well.

Kindly find attached Replacement of Bldg. 900 Metal Awning Structure of contract for your reference.

Please acknowledge receipt of this email.

Should you need further assistance, please do not hesitate to contact us.

Thank you

Best Regards,

Kit Casin

Executive Secretary

Services

PO Box 217881

GMF Barrigada GU 96921

Tel # 671-633-2603

email: kit.casin <<mailto:kit.casin@jjglobal.services>> @jjglobal.services

<<http://www.jjglobal.services/>> <http://www.jjglobal.services/>

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\_E-mail administered by Guam Community College\_



*E-mail administered by Guam Community College*

# **EXHIBIT “10”**



October 5, 2021

To: Guam Community College  
PO Box 23069, GMF, Guam 96921  
Attn: Joleen Evangelista (Procurement & Inventory Administrator)

Re: GCC-FB-21-009 Protest Letter  
Replacement of Building 900 Metal Awning Structure

Dear Ms. Evangelista,

JJ Global protests GCC's September 22, 2021 cancellation of the award and purchase order for IFB No. GCC-FB-21-009. JJ Global's signature of the proposed contract referenced in your email is not grounds to cancel or terminate the award. Paragraph 29 of the Instructions of the GCC-FB-21-009 states in pertinent part:

"Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. **Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, result in a binding contract without further action by either party.** The right is reserved as the interest of the Government and may require to waive any minor irregularity in the bid received pursuant to 2 GAR, Div. 4 §3109(m)(4)(B)."

Therefore, pursuant to the terms of the IFB, the July 27, 2021 award to JJ Global resulted in a binding contract without further action by either GCC or JJ Global. Moreover, GCC may not terminate the contract entered with JJ Global in violation of the terms of the IFB.

Based on the foregoing, JJ Global respectfully requests that its protest be granted, GCC rescind their cancellation of the award to JJ Global, and for any other relief available to JJ Global under Guam law.

Very respectfully,

Luis E. Bustamante  
President/CEO  
JJ Global Services

# **EXHIBIT “11”**



OFFICE OF THE PRESIDENT

OCT 12 2021

Luis E. Bustamante  
President/CEO  
JJ Global Services  
215 Rojas Street, Suite 126 Harmon Industrial Park  
Tamuning, Guam 96913  
P.O. Box 217881  
Barrigada, Guam 96921

Via Email to [luis.bustamante34@gmail.com](mailto:luis.bustamante34@gmail.com)  
and [aileen@jjglobal.services](mailto:aileen@jjglobal.services)

Subject: Letter received October 5, 2021  
Project: GCC-FB-21-009, Replacement of Building 900 Metal Awning Structure

Dear Mr. Bustamante,

GCC received your letter dated October 5, 2021 stating that JJ Global is protesting the termination of its contract formed “pursuant to the terms of the IFB.” Having considered in detail the issues presented thereby, GCC denies JJ Global’s protest.

At the outset, termination of a contract is not valid grounds for a protest under Guam’s procurement laws. See 5 GCS § 5425(a); 2 GARR § 9101(c). Contract disputes are resolved through a different procedure. See 5 GCA § 5427.

Moreover, even assuming for the sake of argument that JJ Global could protest termination of its contract, this protest would not be timely submitted under Guam’s procurement laws. A protest must be submitted “within 14 (fourteen) days after [the protestor] knows or should know of the facts giving rise [to the protest].” 5 GCA § 5425(a). JJ Global’s protest argues that it did not need to comply with GCC’s request to sign the written contract for a contract to exist. GCC first requested that JJ Global sign the written contract on July 27, 2021. After several delays instigated by JJ Global, GCC finally required that JJ Global return the signed contract by August 31, 2021. These facts are the basis of this protest and arose, respectively, 70 and 35 days before JJ Global submitted it on October 5, 2021. Therefore, even if valid, this protest is untimely because JJ Global clearly knew of the facts giving rise to this protest much longer than 14 days before submitting it to GCC. See *DFS Guam L.P. v. GIAA*, 2020 Guam 20 ¶¶ 84-89, *Pacific Data Systems, Inc. v. GHURA*, OPA-PA-21-001.

Accordingly, GCC denies this protest and remains firm in its decision to cancel Purchase Order No. P2101070.

You have the right to administrative and judicial review of this decision and an appeal must be filed within fifteen (15) days after your receipt of this decision.

Please acknowledge receipt of this letter via a response email to [joleen.evangelista@guamcc.edu](mailto:joleen.evangelista@guamcc.edu) and [materialsmanagement@guamcc.edu](mailto:materialsmanagement@guamcc.edu) ASAP or no later than October 13, 2021.

Si Yu'os Ma'ase,



Mary A. Y. Okada, Ed.D.  
President

cc: Joleen Evangelista