



Jerrick Hernandez <jhernandez@guamopa.com>

[e-File] In the Appeal of JJ Global Services

Service LOVW <service@vlwilliamslaw.com>

Fri, Nov 5, 2021 at 2:20 PM

To: jhernandez@guamopa.com

Cc: Vanessa Williams <vlw@vlwilliamslaw.com>, Lea Mara <lm@vlwilliamslaw.com>, Darlene Balagot <db@vlwilliamslaw.com>, Shania Nitaro <sn@vlwilliamslaw.com>

Dear Mr. Hernandez,

Please see the attached Notice of Appeal below in regards to IFB GSA-023-21. Should you have any questions or concerns, please feel free to contact our office.

Your acknowledgment of receipt is greatly appreciated.

Sincerely,

Shania Nitaro*Legal 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

 **2021.11.05 Notice of Appeal IFB # (GSA-023-21).pdf**
7874K

1 **PART III. APPEAL INFORMATION**

2 **A) Purchasing Agency:** General Services Agency (“GSA”)

3 **B) Identification of Contract:** IFB No. GSA-023-21

4 **C) Decision Date:** The Decision being appealed was made on October 21, 2021, by the
5 Acting Chief Procurement Officer, Anita Cruz.

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 1.*

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 Total Chemical Resources, Inc.

17 Guahan Clean Master 1

18 R&E Builders

19 D.B. P. Construction

20 **PART IV. FORM AND FILING**

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

22 a. On April 1, 2021, GSA issued an Invitation for Bid (IFB No. GSA-023-21) for the
23 repair and maintenance of the Northern Regional Recreational Swimming Pool in the Dededo
24 Sports Complex. *See Exhibit 1.*

25 b. On Page 1 of GSA’s IFB’s Special Reminder to Prospective Bidders, it states
26 prospective bidders are reminded to comply with the “CURRENT BUSINESS
27 LICENSE/CONTRACTOR’S LICENSE/SPECIALITY LICENSE IN REFERENCE TO
28

1 SUPPLIES OR SERVICES FOR THIS BID” or face “disqualification and rejection of the bid.”
2 See Exhibit 1, p. 1.

3 c. On Paragraph 4, Page 23 of GSA’s IFB General Terms and Conditions, it states:
4 “Bidders are cautioned that the Government will not consider for award any offer submitted by a
5 bidder who has not complied with the Guam Licensing Law. Specific information on licenses
6 may be obtained from the Director of Revenue and Taxation.” See Exhibit 1, p. 23 ¶ 4.

7 d. On Paragraph 6, Page 23 of GSA’s IFB’s General Terms and Conditions, it states:
8 “Bidders shall comply with all specifications and other requirements of the Solicitation.” See
9 Exhibit 1, p. 23 ¶ 6.

10 e. On Paragraph 14, Page 23 of GSA’s IFB’s General Terms and Conditions, it states:
11 “Bids will be considered only from the such bidders who, in the opinion of the Government, can
12 show evidence of their ability, experience, equipment, and facilities to render satisfactory
13 service.” See Exhibit 1, p. 23 ¶ 14.

14 f. On Paragraph 16, Page 24 of GSA’s IFB’s General Terms and Conditions, the
15 Standard for Determination of Lowest Responsible Bidders” is guided by the following, inter alia:
16 “b) The ability, capacity, and skill of the Bidder to perform[,] ...e) The previous and existing
17 compliance by the Bidder with laws and regulations relative to procurement[,] ... [and] h) The
18 compliance with all of the conditions of the Solicitation.” See Exhibit 1, p. 24 ¶ 16.

19 g. On the General Requirements Section of Page 34 of GSA’s IFB, it states: “By
20 submitting a proposal/[q]uote, each bidder agrees that [Department of Parks and Recreation], in
21 determining the successful bidder and its eligibility for the award, may consider the bidder’s
22 experience and facilities, conduct and performance under other contracts and financial
23 performance.” See Exhibit 1, p. 34.

24 h. On June 8, 2021, JJ Global, Guahan Cleaning Masters 1, and Total Chemical
25 Resources, Inc. submitted bids in response to IFB No. GSA-023-21. See Exhibit 2.

26 i. On April 5, 2021, JJ Global submitted their Bid Submission for IFB No. GSA-
27 023-21. See Exhibit 3.

1 j. On April 29, 2021, Total Chemical Resources, Inc. submitted their Bid Submission
2 for IFB No. GSA-023-21. *See Exhibit 4.*

3 k. On September 29, 2021, JJ Global received GSA's Bid Status rejecting JJ Global's
4 Bid Submission due to "high price". *See Exhibit 5.*

5 l. On October 6, 2021, JJ Global protested the award of IFB No. GSA-023-21 to
6 Total Chemical Resources, Inc. on the grounds that Total Chemical Resources, Inc. was not the
7 lowest responsive and responsible bidder when it lacks the proper licensing necessary to comply
8 with the licensing requirements of Guam law and the IFB. *See Exhibit 6.*

9 m. On October 21, 2021, GSA denied JJ Global's protest, which was received by JJ
10 Global the next day, October 22, 2021. *See Exhibit 7.*

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

15 o. Pursuant to 5 GCA § 5703, the Public Auditor reviews GSA's denial of JJ
16 Global's Protest *de novo*.

17 p. GSA's denial of JJ Global's protest is in error.

18 q. The award of IFB No. GSA-023-21 to Total Chemical Resources, Inc. is in
19 violation of the terms of the IFB and Guam Procurement Law.

20 r. Under Guam Procurement Law, contracts shall be awarded to "the lowest
21 responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for
22 Bids...." 5 GCA § 5211(g).

23 s. Total Chemical Resources, Inc. was not the lowest responsive and responsible
24 bidder to IFB No. GSA-023-21 because it did not meet the requirements and criteria set forth in
25 IFB No. GSA-023-21.

26 t. The requirements and criteria set forth in the IFB specify that bidders must have
27 current business licenses, contractor's licenses and specialty licenses necessary to provide the
28 services in the Bid. *See Exhibit 1, p. 1.*

1 u. The services solicited in IFB No. GSA-023-21 are for plumbing, swimming pool,
2 and electrical repair and maintenance. See Exhibit 1, pp. 32-34.

3 v. Guam law requires specialty contractor's licenses for plumbing, swimming pool,
4 and electrical repair and maintenance.

5 w. JJ Global has the specialty licenses required to provide the services solicited in
6 IFB No. GSA-023-21. See Exhibit 3, p. 50.

7 x. Total Chemical Resources, Inc. does not have the specialty licenses required to
8 provide the services solicited in IFB No. GSA-023-21. See Exhibit 1 at pp. 1, 23 ¶ 4 and Exhibit
9 4.

10
11 **2. Ruling Requested:**

12 a. That the award and contract of IFB No. GSA-023-21 to Total Chemical Resources,
13 Inc. be declared null and void;

14 b. That JJ Global be awarded IFB No. GSA-023-21 as the lowest responsive and
15 responsible bidder;

16 c. All other legal and equitable remedies available to JJ Global.

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

18 a. See the attached Exhibit 1, a copy of GSA's Invitation for Bid No. GSA-023-21,
19 dated April 1, 2021.

20 b. See the attached Exhibit 2, a copy of the Abstract for IFB No. GSA-023-21.

21 c. See the attached Exhibit 3, a copy of JJ Global's Bid Submission for IFB No. GSA-
22 023-21, dated April 5, 2021.

23 d. See the attached Exhibit 4, a copy of Total Chemical Resources, Inc.'s Bid
24 Submission for IFB No. GSA-023-21, dated April 29, 2021.

25 e. See the attached Exhibit 5, a copy of the Bid Status rejecting JJ Global's Bid
26 Submission, received by JJ Global on September 29, 2021.

27 f. See the attached Exhibit 6, a copy of JJ Global's letter of Protest, dated October 6,
28 2021.

1 g. See the attached Exhibit 7, a copy of GSA's letter to JJ Global denying the Protest,
2 received by JJ Global on October 22, 2021.

3
4 **PART V. DECLARATION RE COURT ACTION**

5 Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses
6 interest in a decision by the Public Auditor, the Office of Public Accountability will not take
7 action on any appeal where action concerning the protest or appeal has commenced in any court.

8 The undersigned party does hereby confirm that to the best of his or her knowledge, no
9 case or action concerning the subject of this Appeal has been commenced in court. All parties are
10 required to, and the undersigned party agrees to notify the Office of Public Accountability within
11 24 hours if court action commences regarding this Appeal or the underlying procurement action.

12 Respectfully submitted this 5th day of November 2021.

13
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15 By: 
16 **VANESSA L. WILLIAMS, ESQ.**
17 *Attorney for Appellant JJ Global Services*
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1 **VERIFICATION**

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

5 I declare under penalty of perjury the foregoing is true and correct. This verification was
6 executed on this 5th day of November 2021.

7
8 
9 LUIS E. BUSTAMANTE

EXHIBIT “1”



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO.: GSA-023-21

DESCRIPTION:

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

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, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
 - a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- () **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID**

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

On this _____ day of _____, 202____, I _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: GSA-023-21

**Repair and Maintenance of Northern Region Recreational
Swimming Pool, Dededo Sports Complex**

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by Fax to **475-1727** and email to gsaprocurement@gsadoa.guam.gov

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

Note: GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 4/07/21 close of business at 5:00pm.

Reference Page 27 of 37 #2(e) - No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Note: Pursuant to the Pandemic of Coronavirus (COVID-19), GSA adheres with the "Distance Socializing" under the Emergency Executive Orders 2020-03 thru 2020-20. GSA kindly ask for your cooperation in the matter, to limit your company's representatives to the following:

Site-Visits: Limitation of one (1) representative
Bid Opening: Only one (1) representative

INVITATION FOR BID

ISSUING OFFICE:

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

Claudia S. Acfalle

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: April 01, 2021

BID INVITATION NO: GSA-023-21

**BID FOR: Repair and Maintenance of Northern Region Recreational Swimming Pool,
Dededo Sports Complex**

SPECIFICATION: **SEE ATTACHED**

DESTINATION: DEPARTMENT OF PARKS AND RECREATION

REQUIRED DELIVERY DATE: (1.0) Completion in 90 days upon receipt of purchase order. (2.0) Preventive Maintenance Service for a period of one (1) year with an option to renew on a year to year basis for two (2) additional years with no change to monthly charge. (Renewal will be at the "Sole Discretion" of the Government of Guam) Preventive Maintenance commences after repairs are made in item 1.0

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00AM , Date: 4/15/21 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
ISLAND OF GUAM) ss.

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

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

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

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

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

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

Subscribed and sworn to before me this _____ day of _____, 202__.

NOTARY PUBLIC
My commission expires _____, _____.

Special Provisions

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

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

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

Subscribed and sworn before me this _____ day of _____, 202__

NOTARY PUBLIC
My commission expires, _____, _____.

FORM E

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

Procurement No: GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex, Guam

Name of Offeror Company: _____ hereby certifies under penalty of perjury:

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

Signature Date

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
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.: 2015-5694
Revision No.: 12
Date Of Last Revision: 07/24/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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.

States: Guam Northern Marianas Wake Island
Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		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 I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
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 Conditioning 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

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*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))."

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

[] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

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

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

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

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

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

Subscribed and sworn to before me this ____ day of _____, 202__.

 NOTARY PUBLIC
 My commission expires, _____, _____

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND

NO. _____

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

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

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

Signed and sealed this _____ day of _____ 202__.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **“ALL OR NONE” BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER’S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier’s Check will serve as Bid Security for this procurement.**
12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety’s resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

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

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

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

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

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

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

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

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

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

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

[] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the Department of Public Works/General Services Agency, Telephone Nos. 646-3139 DPW / GSA 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

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

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

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

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

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

- [X] 40. **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 sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. **2 GAR, Div. 4 §6101(d).**
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
 - e) No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
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 the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
9. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

10. **TERMINATION OF CONTRACT:** 1. **TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)**

(a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.

(c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

11. **CONTRACT DISPUTES:** 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word *controversy* is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; (4) a statement of the Office's decision, with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government.

You may seek any administrative or judicial review authorized by law.

Any such decision shall be final and conclusive, unless fraudulent, or the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam. The contractor shall comply with any decision of the Government of the and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam for any controversy arising under, or by virtue of, the contract; provided the contract where the Government has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. **MANDATORY DISPUTES RESOLUTION CLAUSE:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) Disputes – Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

(3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) Disputes – Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

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

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

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

16. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

17. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

18. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR § 11170(e)

19. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

20. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**

(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees 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 deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

21. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. – GAR § 11103(b)
22. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR § 11108(f)
23. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

24. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on 7Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

25. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion – GAR § 3126
26. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
27. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder 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.
28. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233)
As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

ITEM NO.	DESCRIPTION	QTY/UOM	UNIT PRICE	PRICE EXTENSION
1.0	Repair of Northern Region Swimming Pool, Dededo Sports Complex, Guam as per the following specifications	1 Lot	\$ _____	\$ _____

SPECIFICATIONS:

BIDDING ON/REMARKS:

Repairs – Mechanical/Chlorine Room:

Replace automation control. Remove and replace digital controller apparatus for OPA/PH unit system to include appurtenances for liquid chlorine. (1 each)

Remove and replace existing silica san with new at all Compartments. (3 each)

Repair and recondition existing backwash controller Apparatus for operational function. (1 LS)

Furnish and install miscellaneous fittings and materials As required for operational test. (1 LS)

Commission installed sand filtration, backwash and Mechanical piping system. (1 LS)

Provide and install Main pool pump (1 each)

Provide and install sump pump (1 each)

Provide and install interior pool lights (17 each)

Provide and install perimeter Pool Light fixtures (15 each)

Conduct operational test to obtain a workable system (1 LS)

ITEM NO.	DESCRIPTION	QTY/UOM	MONTHLY COST	PRICE EXTENSION
2.0	Maintenance of Pools Facility's Grounds, Electrical and mechanical Systems, water quality, and supply of Chemicals and related supplies and Materials as per the following specifications	12 Mos.	\$ _____	\$ _____

SPECIFICATIONS:

BIDDING ON/REMARKS:

Provide Daily Maintenance and Operations of the Pool Facility's grounds, electrical and mechanical systems, water quality, and supply of chemicals and related supplies and materials. (1 LS)

Provide professional and knowledgeable service Personnel (1 LS)

Accurately monitor the pool and provide service reports (1 LS)

Bidder shall provide routine service between the hours of 11:00 pm And 5:00 am or between 5 am and 11 pm, with approval of DPR. (1 LS)

Bidder will respond within 30 minutes by telephone to emergency call, seven days per week and will be expected on site within 2 hours after initial response. If it is not possible to be on site within the time frame specified, the bidder will contact DPR or his/her designee within that time and mutual agreement will be made as to the time needed for the bidder to arrive on-site (1 LS)

Manually test water for chlorine residual/ph/alkalinity (6 days per week, every 2 hours conduct a reading of test results) and maintain pool water chemistry with the National Swimming Pool Foundation (NSPF). (1 LS)

Add all necessary chemicals to maintain proper alkalinity, calcium, water hardness, and conditioner levels in order to maintain pool water chemistry. (1 LS)

Maintain Daily Chemical Reading Log and Report (1 LS)

Monitor Chlorine and acid tank levels and advise. (1 LS)

Annual test auto-fill devices in the surge pit ensuring proper working order. Clean surge pit and pre-pump strainer basket of all debris to ensure adequate water flow. (1 LS)

Visually check gages on automatic backwash controllers and sand filters for correct operating pressures. Take corrective action as necessary. (1 LS)

Monitor the pool 8-5 remotely through existing controller, notify facility responders for emergency/urgent issues, i.e. power outages. (1 LS)

Perform preventative maintenance on pool equipment to include: monthly cleaning of chemical controller probes, monthly cleaning of chlorine injector, monthly inspection and testing of chlorine and acid suction and discharge lines. (1 LS)

SPECIFICATIONS:

BIDDING ON/REMARKS:

Vacuum pools as needed, (weekly at minimum). (1 LS)

Complete minor equipment repairs not including parts replacement. Complete all adjustments and calibrations as necessary to ensure proper pool operation include disassembly and reassembly of components requiring cleaning. (1 LS)

Bidder shall notify assigned DPR Representative of any needed repair/replacement/service work that falls outside of Maintenance Contract.

General Requirements:

By submitting a proposal/Quote, each bidder agrees that DPR, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts and financial performance.

All electrical and mechanical work to importantly include testing of all circuit and units in order to make sure repair will be in operation and at no cost to the Government. (Ready to use)

Prior to repairs that are less than \$1,000.00 which is included as part of the scope of work notice must be given to the DPR director for approval.

Repairs exceeding the \$1,000.00 threshold falls under the Procurement responsibility of DPR.

Warranty period: One year upon acceptance of said complete date.

THIS IS AN "ALL OR NONE" AWARD – GRAND TOTAL FOR 1.0 & 2.0 = \$_____

These specifications were developed by the staff of the Department of Parks and Recreation and Approved by: Roque A. Alcantara, DPR Director.

EXHIBIT “2”

NAMES OF PERSONS PRESENT AT THE BID OPENING AND WHOM THEY REPRESENT.
(It is not necessary to fill in this portion if date is recorded elsewhere)

JT - GERRAL A. J. DE DIOS
NAPU TAPANGALO

ALEX THOMAS

JEAN CARLOS
P

ADMINISTRATIVE STATEMENT (Where applicable)

0

0

EXHIBIT “3”

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO.: GSA-023-21

DESCRIPTION:

**Repair and Maintenance of Northern Region Recreational
Swimming Pool, Dededo Sports Complex**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

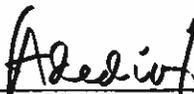
Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference #11 on the General Terms and Conditions**
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- () **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision: Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees.
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE
IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID**

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

On this 5th day of April, 2021, I Aileen de Dios,

authorized representative of JJ Global Services acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.


Bidder Representative's Signature

Invitation for Bid: GSA-023-21

**Repair and Maintenance of Northern Region Recreational
Swimming Pool, Dededo Sports Complex**

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by Fax to 475-1727 and email to gsaprocurement@gsadoa.guam.gov

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name Luis E. Bustamante - President/CEO
Signature 
Date April 5, 2021
Time 5:32 pm
Contact Number 671.632.1179
Fax Number 671.632.3550
Contact Person regarding IFB Aileen de Dios
Title General Manager
E-Mail Address aileen@jjglobal.services
Company/Firm JJ Global Services
Address PO Box 217881, Barrigada Guam, 96921

Note: GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 4/07/21 close of business at 5:00pm.

Reference Page 27 of 37 #2(e) - No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Note: Pursuant to the Pandemic of Coronavirus (COVID-19), GSA adheres with the "Distance Socializing" under the Emergency Executive Orders 2020-03 thru 2020-20. GSA kindly ask for your cooperation in the matter, to limit your company's representatives to the following:

Site-Visits: Limitation of one (1) representative

Bid Opening: Only one (1) representative

INVITATION FOR BID

ISSUING OFFICE:

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

Claudia S. ACFALLE
CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: April 01, 2021

BID INVITATION NO: GSA-023-21

BID FOR: **Repair and Maintenance of Northern Region Recreational Swimming Pool,
Dededo Sports Complex**

SPECIFICATION: **SEE ATTACHED**

DESTINATION: DEPARTMENT OF PARKS AND RECREATION

REQUIRED DELIVERY DATE: (1.0) Completion in 90 days upon receipt of purchase order. (2.0) Preventive Maintenance Service for a period of one (1) year with an option to renew on a year to year basis for two (2) additional years with no change to monthly charge. (Renewal will be at the "Sole Discretion" of the Government of Guam) Preventive Maintenance commences after repairs are made in Item 1.0

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: JJ Global Services

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00AM, Date: 4/15/21 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 20 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

JJ Global Services
PO Box 217881
Barrigada GU, 96921

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

Eric E. Bustamante
President/CEO

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

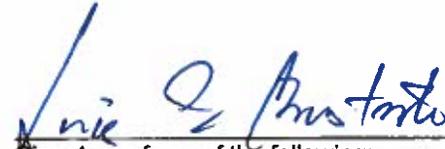
SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

Luis E. Bustamante [state name of affiant signing below], being first duly sworn, deposes and says that:

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


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

Subscribed and sworn to before me this 17th day of May, 2021.


NOTARY PUBLIC
My commission expires Dec, 2022

BARBARA C. SALAS
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **DEC. 20, 2022**
P.O. Box 20162 Barrigada, Guam 96921

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

Luis E. Bustamante [state name of affiant signing below], being first duly sworn, deposes and says that:

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

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

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

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

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

Subscribed and sworn to before me this 5th day of May, 2021.

Barbara C. Salas
NOTARY PUBLIC
My commission expires Dec 20, 2022

BARBARA C. SALAS
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **DEC. 20, 2022**
P.O. Box 20162 Barrigada, Guam 96921

FORM E

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

Procurement No: **GSA-023-21**

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex, Guam

Name of Offeror Company: JJ Global Services hereby certifies under penalty of perjury:

- (1) That I am offeror (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!]

Luigi S. Pustant 5/4/21
Signature Date

"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
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5694
Revision No.: 12
Date Of Last Revision: 07/24/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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.

States: Guam Northern Marianas Wake Island
Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		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 I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
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 Conditioning 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

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*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))."

AFFIDAVIT re NON-COLLUSION

CITY OF Tamuning)
) ss.
ISLAND OF GUAM)

Luis E. Bustamante [state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]
JJ Global Services

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

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

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

Subscribed and sworn to before me this 5th day of May, 2021.

[Signature]
NOTARY PUBLIC
My commission expires, Dec 20, 2022

BARBARA C. SALAS
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **DEC. 20, 2022**
P.O. Box 20162 Barrigada, Guam 96921

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF Tamuning)
) ss.
 ISLAND OF GUAM)

- A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:
- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

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

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

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

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

[Handwritten Signature]

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

Subscribed and sworn to before me this 5th day of May, 2021.

[Handwritten Signature]

 NOTARY PUBLIC
 My commission expires, Dec 20, 2022

BARBARA C. SALAS
NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: **DEC. 20, 2022**
 P.O. Box 20162 Barrigada, Guam 96921

AG Procurement Form 002 (Rev. Nov. 17, 2005)

AFFIDAVIT re CONTINGENT FEES

CITY OF Tamuning)
ISLAND OF GUAM) ss.

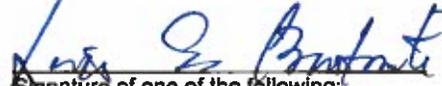
Luis E. Bustamante [state name of affiant signing below], being first sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
JJ Global Services

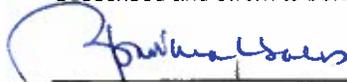
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam 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. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

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


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

Subscribed and sworn to before me this 5th day of May, 2021.


NOTARY PUBLIC
My commission expires, Dec 20, 2022

BARBARA C. SALAS
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **DEC. 20, 2022**
P.O. Box 20162 Barrigada, Guam 96921

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND

NO. 2021008

KNOW ALL MEN BY THESE PRESENTS that Luis E. Bustamante dba: JJ Global Services, as Principal hereinafter called the Principal, and (Bonding Company), Aioi Nissay Dowa Insurance Company Limited 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 Fifteen Percent (15%) of Total Bid Amount Dollars (\$ 15% of Total Bid), 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)

GSA-023-21; Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

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

Signed and sealed this 29th day of April 2021.

Luis E. Bustamante
dba: JJ Global Services

(PRINCIPAL) (SEAL)



(WITNESS)



(TITLE)

Jo Takagi for Hideshi Matsui
(MAJOR OFFICER OF SURETY)

Executive Officer
(TITLE)



(MAJOR OFFICER OF SURETY)

GM International Dept.
(TITLE)

Takagi & Associates, Inc.
(RESIDENT GENERAL AGENT)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That AIOI NISSAY DOWA INSURANCE COMPANY LTD., a corporation of the State of Japan, having its principal office in the city of Tokyo, Japan, does hereby appoint, HIDENOBU TAKAGI, JO TAKAGI, PAMELA A. CEUZ, ALL OF THE CITY OF TUMON, GUAM, its true and lawful attorney, with full authority to execute on its behalf as surety, bonds, undertakings and contracts of suretyship thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$***1 0,000,000Dollars***.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 11th day of September 1990.

RESOLVED, that the President, an Executive Vice President or a Senior Managing Director or a Managing Director or an Associate Director of the Company, shall have the power and authority to appoint Attorney and to authorize them to execute on behalf of the Company and attach the seal of the Company hereto to surety, bonds, undertakings and contracts of suretyship.

RESOLVED FURTHER, that the signatures of such Directors and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company in the future with respect to any surety, bonds, undertakings and contracts of suretyship."

I, Hideahi Matsui, being duly sworn, depose and say that I am the Executive Officer of Aioi Nissay Dowa Insurance Company Limited and that this Power of Attorney set forth herein is true and correct to the best of my information, knowledge and belief.



Hideahi Matsui
Executive Officer

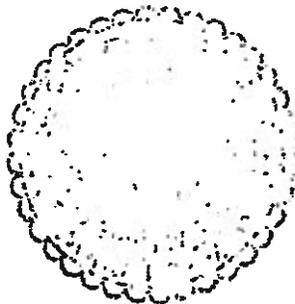


Subscribed and sworn before me this 13th day of July, 2017



NOTARIAL CERTIFICATE

This is to certify that Kei Nemoto, an agent of Hideshi Matsui,
Executive Officer of Aioi Nissay Dowa Insurance Co., Ltd., and
Hiroyuki Muto, General Manager of International Department of
Aioi Nissay Dowa Insurance Co., Ltd., have stated in my presence that
the said Hideshi Matsui and Hiroyuki Muto acknowledged themselves
to have signed on the attached document.



JUL 24 2017

Kayoko Ohida



TORONTO
NOTARY PUBLIC
ONTOARIO, CANADA

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE BANKING AND INSURANCE COMMISSIONER
CERTIFICATE OF AUTHORITY

RENEWAL
COA272

Know All Men By These Presents That:

Name **AIOI NISSAY DOWA INSURANCE COMPANY LIMITED**

Address 1-28-1, EBISU, SHIBUYA-KU
 TOKYO, 150-8488 JAPAN, . . .

Classes of Insurance Authorized	}	Accident & Health	Motor Vehicle
		Fidelity & Surety	Prop. Damage & Liability
		Fire	Workmens Comp
		Marine	
		Miscellaneous	

*Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named
Classes of Insurance in Guam from the 1st day of July, 2020 to the 1st day of July, 2021
unless authority is revoked for failure to comply with the law.*

General Agent(s):
TAKAGI & ASSOCIATES INC

*In Witness Whereof, I have hereunto subscribed my
name officially and have hereon impressed my Seal of
Office at the City of Hagatña, Guam on this
1st day of July, 2020*


DEBARNE MANSAPIT-SHIMIZU
Acting Banking & Insurance Commissioner

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (SGCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS: NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

- [X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**
In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- [X] 17. TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- [X] 18. BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [] 19. DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 20. SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [] 23. MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [] 24. SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Department of Public Works/General Services Agency, Telephone Nos. 646-3139 DPW / GSA 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 25. BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [] 26. MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

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

- [X] 40. **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 sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. **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: Aileen de Dios Title: General Manager
 Address: PO Box 217881 Telephone: 671.632.1179
Barrigada Guam, 96921

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 88-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
 - e) No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
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 the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

9. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

10. **TERMINATION OF CONTRACT:** 1. **TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)**

(a) **Termination:** The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) **Contractor's Obligations:** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.

(c) **Condition of Termination:** Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

11. **CONTRACT DISPUTES:** 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word *controversy* is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; (4) a statement of the Office's decision, with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government.

You may seek any administrative or judicial review authorized by law.

Any such decision shall be final and conclusive, unless fraudulent, or the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam. The contractor shall comply with any decision of the Government of the and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam for any controversy arising under, or by virtue of, the contract; provided the contract where the Government has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. **MANDATORY DISPUTES RESOLUTION CLAUSE:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) **Disputes – Contractual Controversies.** The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) **Absence of a Written Decision within Sixty Days.** If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

(3) **Appeals to the Office of Public Accountability.** The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) Disputes – Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

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

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

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

16. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

17. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

18. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR § 11170(e)

19. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

20. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**

(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees 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 deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

21. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. – GAR § 11103(b)
22. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR § 11108(f)
23. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

24. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 in the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

25. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was independently arrived at without collusion – GAR § 3126
26. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
27. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder 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.
28. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233)
As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

ITEM NO.	DESCRIPTION	QTY/UOM	UNIT PRICE	PRICE EXTENSION
1.0	Repair of Northern Region Swimming Pool, Dededo Sports Complex, Guam as per the following specifications	1 Lot	\$1,000.00	\$1,000.00

SPECIFICATIONS:

BIDDING ON/REMARKS:

Repairs – Mechanical/Chlorine Room:

Replace automation control. Remove and replace digital controller apparatus for OPA/PH unit system to include appurtenances for liquid chlorine. (1 each)

-- COMPLY --

Remove and replace existing silica san with new at all Compartments. (3 each)

-- COMPLY --

Repair and recondition existing backwash controller Apparatus for operational function. (1 LS)

-- COMPLY --

Furnish and install miscellaneous fittings and materials As required for operational test. (1 LS)

-- COMPLY --

Commission installed sand filtration, backwash and Mechanical piping system. (1 LS)

-- COMPLY --

Provide and install Main pool pump (1 each)

-- COMPLY --

Provide and install sump pump (1 each)

-- COMPLY --

Provide and install interior pool lights (17 each)

-- COMPLY --

Provide and install perimeter Pool Light fixtures (15 each)

19 each per Amendment VI May 24, 2021

-- COMPLY --

Conduct operational test to obtain a workable system (1 LS)

-- COMPLY --



ITEM NO.	DESCRIPTION	QTY/UOM	MONTHLY COST	PRICE EXTENSION
2.0	Maintenance of Pools Facility's Grounds, Electrical and mechanical Systems, water quality, and supply of Chemicals and related supplies and Materials as per the following specifications	12 Mos.	\$33,333.00	\$399,996.00

SPECIFICATIONS:

BIDDING ON/REMARKS:

Provide Daily Maintenance and Operations of the Pool Facility's grounds, electrical and mechanical systems, water quality, and supply of chemicals and related supplies and materials. (1 LS)

-- COMPLY --

Provide professional and knowledgeable service Personnel (1 LS)

-- COMPLY --

Accurately monitor the pool and provide service reports (1 LS)

-- COMPLY --

Bidder shall provide routine service between the hours of 11:00 pm And 5:00 am or between 5 am and 11 pm, with approval of DPR. (1 LS)

-- COMPLY --

Bidder will respond within 30 minutes by telephone to emergency call, seven days per week and will be expected on site within 2 hours after initial response. If it is not possible to be on site within the time frame specified, the bidder will contact DPR or his/her designee within that time and mutual agreement will be made as to the time needed for the bidder to arrive on-site (1 LS)

-- COMPLY --

Manually test water for chlorine residual/ph/alkalinity (6 days per week, every 2 hours conduct a reading of test results) and maintain pool water chemistry with the National Swimming Pool Foundation (NSPF). (1 LS)

-- COMPLY --

Add all necessary chemicals to maintain proper alkalinity, calcium, water hardness, and conditioner levels in order to maintain pool water chemistry. (1 LS)

-- COMPLY --

Maintain Daily Chemical Reading Log and Report (1 LS)

-- COMPLY --

Monitor Chlorine and acid tank levels and advise. (1 LS)

-- COMPLY --

Annual test auto-fill devices in the surge pit ensuring proper working order. Clean surge pit and pre-pump strainer basket of all debris to ensure adequate water flow. (1 LS)

-- COMPLY --

Visually check gages on automatic backwash controllers and sand filters for correct operating pressures. Take corrective action as necessary. (1 LS)

-- COMPLY --

Monitor the pool 8-5 remotely through existing controller, notify facility responders for emergency/urgent issues, i.e. power outages. (1 LS)

-- COMPLY --

Perform preventative maintenance on pool equipment to include: monthly cleaning of chemical controller probes, monthly cleaning of chlorine injector, monthly inspection and testing of chlorine and acid suction and discharge lines. (1 LS)

-- COMPLY --

SPECIFICATIONS:

BIDDING ON/REMARKS:

Vacuum pools as needed, (weekly at minimum). (1 LS)

-- COMPLY --

Complete minor equipment repairs not including parts replacement. Complete all adjustments and calibrations as necessary to ensure proper pool operation include disassembly and reassembly of components requiring cleaning. (1 LS)

-- COMPLY --

Bidder shall notify assigned DPR Representative of any needed repair/replacement/service work that falls outside of Maintenance Contract.

-- COMPLY --

General Requirements:

By submitting a proposal/Quote, each bidder agrees that DPR, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts and financial performance.

-- COMPLY --

All electrical and mechanical work to importantly include testing of all circuit and units in order to make sure repair will be in operation and at no cost to the Government. (Ready to use)

-- COMPLY --

Prior to repairs that are less than \$1,000.00 which is included as part of the scope of work notice must be given to the DPR director for approval.

-- COMPLY --

Repairs exceeding the \$1,000.00 threshold falls under the Procurement responsibility of DPR.

-- COMPLY --

Warranty period: One year upon acceptance of said complete date.

-- COMPLY --

THIS IS AN "ALL OR NONE" AWARD – GRAND TOTAL FOR 1.0 & 2.0 = \$400,996.00

These specifications were developed by the staff of the Department of Parks and Recreation and Approved by: Roque A. Alcantara, DPR Director.





EDWARD M. BIRN
Director (Direktot)

BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

DEPARTMENT OF ADMINISTRATION

DIPATTAMENTON ATMENESTRASION

GENERAL SERVICES AGENCY
(Aghensian Setbisian Hintra)

Telephone: (767) 472-1772 • Fax: (767) 472-4217 • Email: gsa@gsadoa.guam.gov



LOURDES A. LEON GUERRA
Governor (Maga'håga)

JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'håga)



April 08, 2021

INVITATION FOR BID: GSA-023-21

REPAIR AND MAINTENANCE OF THE NORTHERN REGION SWIMMING POOL DEDEDO SPORTS COMPLEX

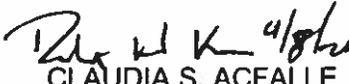
NOTICE TO ALL PROSPECTIVE BIDDERS

A "SITE VISIT" IS BEING SCHEDULED TO BE CONDUCTED ON APRIL 12, 2021
AT 9:00AM MEETING LOCATION WILL BE AT THE DEDEDO SPORTS
COMPLEX SWIMMING POOL.

Note: Pursuant to the Pandemic of Corona Virus (COVID-19), GSA adheres with the "Social Distancing" under the Emergency Executive Orders 2020-003 through 2020-48. GSA kindly ask for your cooperation in the matter, to limit your company's representatives to the following:

Site Visits: Limitation of no more than (2) representative

***Note: Vendors can use their phones to have the other representative required during the "Site Visit"**


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print	
ACKNOWLEDGEMENT COPY (Re-fax to GSA)	
Received By:	<u>Aileen de Dios</u>
Date:	<u>04.08.21</u>
Company Name:	<u>JJ Global Services</u>
Fax to: 475-1727 or 472-4217	
E-mail to: gsaprocmement@gsadoa.guam.gov	



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSAN SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, P.O. BOX 96915
TELEPHONE: (671) 475-1707/1708
FAX: (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.GOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOR)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

April 19, 2021

Invitation For Bid

GSA-023-21

Repair and Maintenance of Northern Region Swimming Pool Dededo Sports Complex

NOTICE TO ALL PROSPECTIVE BIDDERS

A **second site visit** is scheduled for Wednesday, April 21st at 9:00am.
Meeting location will be at the Dededo Sports Complex Swimming
Pool.

Claudia S. Acfalle
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By: Aileen de Dios
Date: 4.20.21
Company Name: JJ Global Services
Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsadoa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

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EDWARD M. BIRN
DIRECTOR (DIREKTOT)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOT)

May 24, 2021

**Invitation For Bid
GSA-023-21**

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

Question(s) and Concern(s) received from Total Chemical Resources Inc. on April 12, 2021

Question 1:

Drain Sump – We will need to inspect the drain Sump and balance tank to quote replacement – requesting final site visit (must drain system first)

Response: Sump Pump - The pool has been drained and a final site visit was conducted on Wednesday, April 21 at 9:00 a.m.

Question 2:

Filters – If Filters are obsolete, can we offer replacement filters?

Response: Yes, filters must be replaced by successful bidder.

Question 3:

Pool Deck Surface – This will need to be resurfaced or we will not be able to obtain a water clarity. (Must be non-skid surface)

Response: The Pool Deck Surface will be water blasted, resurfaced and painted prior to award.

Question 4:

PH Aced Room – Repairs will be needed for the exhaust fans to meet public health standards.

Response: Exhaust fan will be installed and replaced prior to award.

Question 5:

Pool Drain Covers – Are currently expired and will need updated covers (5 each; produced 2008 expiration 2018)

Response: Pool drain covers will be replaced prior to award.

Information and Clarification received from JJ Global Services on April 15, 2021

Clarification:

Existing condition of the pool surface is severely deteriorated which may cause hazards to the public. However, there is no stipulation in the bid Scope of Work for the resurfacing of the pool. These conditions will cost more chemical and maintenance cost to the Government and will be prone to algae production unto the surface regardless of the daily maintenance. This same condition can cause more damage to the filters due to the loose concrete drawn in the filters. This said, the maintenance contractor should not be held liable if such conditions arise.

Response: Refer to response on question #3 to Total Chemical's question.

Question(s) and Concern(s) received from Total Chemical Resources Inc. on April 21, 2021

Question 1:

Sum pump – brackets are all corroded will this also be replaced?

Response: Yes, Sum Pump must be replaced by successful bidder, and brackets will be replaced prior to the award by DPR.

Question 2:

Perimeter light – Bid states requesting for 15 each. based on site visit we counted 19 each to be replaced? Please confirm.

Response:

See Amendment #6

Question 3:

Clarification – States replace automation control, on the Bid it states for bidders to replace ORP/PH or is it the Siemens controller only? Please confirm? (note – ORP/PH controller operate without the Siemens controller)

Response:

Replace the ORP/PH controller, NOT the Siemens controller.

Question 4:

Due to the extent of the site visit we are requesting for an extension for additional 5 working days Covid related, parts/supplier reply are delayed?

Response:

See Amendment #6


Claudia S. Acfalle
Chief Procurement Officer

Please Print

Acknowledgement Copy (Re-Fax to GSA)

Received By: Aileen de Dios

Date: 05.25.21

Company Name: JJ Global Services

Fax to: 475-1727 or 472-4217

Email to: gsaprocurement@gsadoa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSAN SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, PFI. GU 96915
TELEPHONE: (671) 475-1707 / 1708
FAX: (671) 472-4217 / 1727
EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.DOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOR)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

May 28, 2021

Invitation For Bid

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

Question(s) and Concern(s) received from Total Chemical Resources Inc. on May 26, 2021

Further clarification to response on May 24, 2021.

Question: Filters – If filters are obsolete, can we offer replacement filters?

Response: Yes, filters must be replaced by successful bidder.

1.) Please clarify if we are to replace:

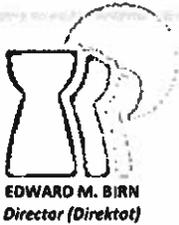
- a. Only Internal Components, (Silica Sand and Laterals)? Or
- b. Internal and External Filters (3 each units), Entire Replacement of Filtering system, Filter Housing and Filter Media?

Response: Yes, the filtering system includes the filter housing and filter media and are all part of the filtering system that must be replaced by the successful bidder.


Claudin S. Acfalle
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By: Aileen de Dios
Date: 05.31.21
Company Name: JJ Global Services
Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsadoa.guam.gov



EDWARD M. BIRN
Director (Direktot)

Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)

Telephone (Telifan): (671) 475-1707/1729 • Fax (Faks): (671) 472-4217/1727



LOURDES A. LEON GUERRA
Governor (Maga'håga)

JOSHUA F. TENORIO
Lt. Governor (Sigundo Mag)

April 07, 2021

INVITATION FOR BID

GSA-023-21
**REPAIR AND MAINTENANCE OF NORTHERN REGION SWIMMING POOL
DEDEDO SPORTS COMPLEX**

AMENDMENT #1

1. Amend to change on page 2 of 37 the following:

From:

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 4/07/21 close of business at 5:00pm.

To Now Read:

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 4/16/21 close of business at 5:00pm.

2. Amend to change "Bid Opening" date from: April 15, 2021 at 10:00am to now read: April 30, 2021 At 2:00pm

All others remain unchanged.


1 CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print	
ACKNOWLEDGEMENT COPY (Re-fax to GSA)	
Received By:	<u>Aileen de Dios</u>
Date:	<u>04.08.21</u>
Company Name:	<u>JJ Global Services</u>
Fax to: 475-1727 or 472-4217	
E-mail to: gsaprocurement@gsadoa.guam.gov	



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSIAH SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, PTD, GU 96915
TELEPHONE: (671) 475-1707/1708
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WEBSITE: WWW.GSA.GOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOT)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOT)

April 19, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #2

1. Amend page 2 of 34

From:

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 04/16/21 close of business day at 5:00pm.

To Now Read:

All questions and concerns in regards to this bid must be submitted to the General Services Agency by fax to 475-1727 and email to gsaprourement@gsadoa.guam.gov attention to the Chief Procurement Officer no later than 04/23/21 close of business day at 3:00pm.

All others remain unchanged.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By: Aileen de Dios
Date: 04.20.21
Company Name: JJ Global Services
Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsadoa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSIAN SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, PITI, GU 96915
TELEPHONE: (671) 475-1707/1708
FAX (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.GOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOR)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

April 27, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #3

- 1. Amend page 3 of 34

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm, Date: April 30, 2021 and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To Now Read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm, Date: May 10, 2021 and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print

Acknowledgement Copy (Re-Fax to GSA)

Received By: Aileen de Dios
Date: 4.27.21
Company Name: JJ Global Services
Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsadoa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSAN SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, P.M. GU 96915
TELEPHONE (671) 475-1707/1708
FAX: (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.GOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOR)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

May 3, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #4

I. Amend page 3 of 34

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm.
Date: May 10, 2021 and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To Now Read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm.
Date: May 18, 2021 and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print

Acknowledgement Copy (Re-Fax to GSA)

Received By Aileen de Dios
Date May 4, 2021
Company Name JJ Global Services
Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsadoa.guam.gov



DEPARTMENT OF ADMINISTRATION



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

GENERAL SERVICES AGENCY
AHENSIAH SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, PITI, GU 96915
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FAX: (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.DOA.GUAM.GOV

EDWARD M. BIRN
DIRECTOR (DIREKTOR)
BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

May 11, 2021

INVITATION FOR BID

GSA-023-21
Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #5

1. Amend page 3 of 34

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm, Date: May 18, 2021 and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To Now Read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm, Date: May 25, 2021 and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By: Aileen de Dios
Date: 05.17.21
Company Name: JJ Global Services
Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsadoa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSAN SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, PITI, GU 96915
TELEPHONE (671) 475-1707/1708
FAX (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.GOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOT)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOT)

May 24, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #6

- 1. Amend page 32 of 34

From:

Provide and install perimeter Pool Light Fixtures (15 each)

To Now Read:

Provide and install perimeter Pool Light Fixtures (19 each)

- 2. Amend page 3 of 34

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **May 25, 2021** and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To Now Read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **June 1, 2021** and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By: Aileen de Dios
Date: 05.25.21
Company Name: JJ Global Services
Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

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EDWARD M. BIRN
DIRECTOR (DIREKTOR)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

May 28, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #7

- Amend page 3 of 34

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **June 1, 2021** and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To Now Read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **June 8, 2021** and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By: Aileen de Dios
Date: 05.31.21
Company Name: JJ Global Services
Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsadqa.guam.gov

CONTRACTOR'S LICENSE

LOU LEON GUERRERO

Governor of Guam

JOSH TENORIO

Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Luis E. Bustamante

dba: JJ Global Services

To engage in the business or act in the capacity of a contractor in the following classifications

**B,C13,C13A,C27,C33,C37,C42,C49,C55 & C68(Epoxy Coating/Injection,
Generator Maintenance & Installation)**

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME

RME #

Signature of LICENSEE

License # 7995

GRT # 96571

Certificate # C-0820-1003

Issued: August 11, 2020

Expires: June 30, 2021




JAMES M. CASALLO
CLB BOARD CHAIRMAN




CECIL "BUDDY" L. ORSINI
EXECUTIVE DIRECTOR



DEPARTMENT OF REVENUE AND TAXATION
GOVERNMENT OF GUAM

P.O. Box 23607
Barrigada, Guam 96921
www.guamtax.com

EXPIRES:

06/30/2021

BUSINESS LICENSE

SRL NO: 2113545

Service

13-000096571-002

ACCOUNT NO.

ISSUED TO:

BUSTAMANTE, LEIS E.

DOING BUSINESS AS:

JJ GLOBAL SERVICES

TYPE OF LICENSE:

JANITORIAL & LAWN CARE SERVICE

BUSINESS LOCATION:

LOT 5234-8 Y-LISONG #351 ALAGETA ST
DEDEDO GUAM

MAILING ADDRESS:

P O BOX 217881
BARRIGADA GUAM

TELEPHONE: HOME

632-1179

BUSINESS

ZIP: 96921

7/30/20

**KEEP POSTED IN A CONSPICUOUS PLACE.
LICENSE MUST BE PRODUCED UPON
DEMAND TO ANY AUTHORIZED GOVT
OFFICIAL. DO NOT POST COPY.**

John M. Shimizu
DARRE MANAP T-SHIMIZU
DIRECTOR OF REVENUE AND TAXATION

FEE	50 00
PENALTY	00
TOTAL FEE	50 00

PAID

JUL 30 2020

Treasurer of Guam

#10

SERVICES

Certified Professionals for the following:

- Pool/Aquatic Facility Maintenance
- Pool/Aquatic Facility Cleaning
- Pool Mechanical Equipment Cleaning
- Filtration System Maintenance
- Stabilizing Water Level and Filtration
- Cleaning Pool Components
- Pool Water Quality Testing
- Testing and Cleaning Purification Systems

About Us

JJ GLOBAL (JJG) is a locally owned and managed Janitorial, ground Maintenance and Construction company established in 1995 by Mr. Luis Bustamante. JJG has been certified as a HUB Zone and SBA 8(a) business that has emerged as one of the island's leading property maintenance and preservation firms on Guam.

JJG is fully capable and well equipped to deliver the services specified in the island-wide GPA Vegetation and clearing services solicitation.

Why Choose Us?

- ✓ VERIFIABLE PAST PERFORMANCE
- ✓ DEMONSTRATED MANAGEMENT EXPERIENCE
- ✓ EXPERIENCE ON CONTRACTS OF SIMILAR SIZE, SCOPE, AND COMPLEXITY
- ✓ PROVEN INNOVATIONS AND BEST PRACTICES IN OPERATIONS
- ✓ EFFICIENCY IN INSPECTIONS
- ✓ EMPHASIS ON SAFETY
- ✓ COST-EFFECTIVE PRICING

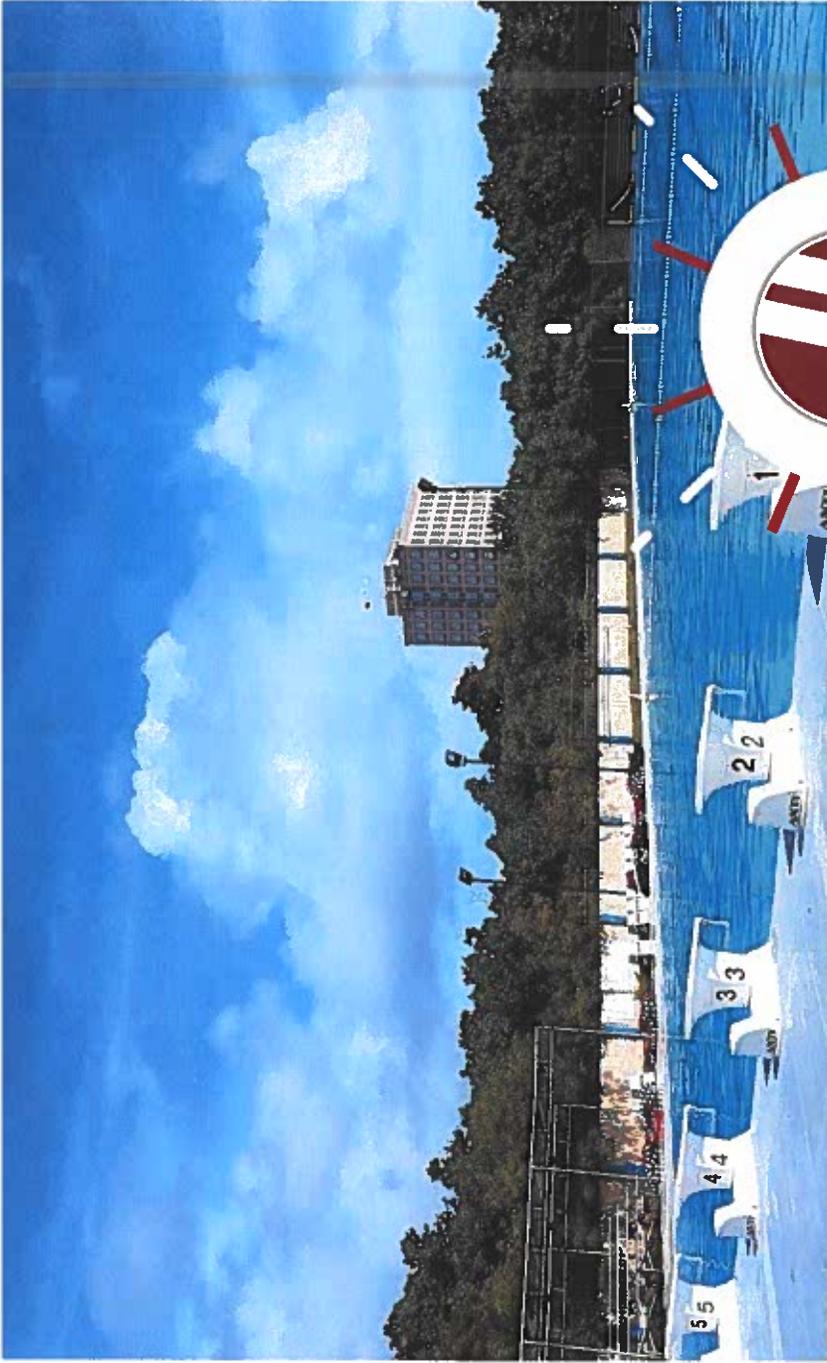


Pool service frustrating you?
Troubled by poor water
conditions?
Tired of doing by yourself?
Looking for a reliable source?

RELAX

and let **JJ Global Services**
take care of that for **YOU.**

**A SERVICE YOU CAN
TRUST!**



VISIT US

215 Rojas St. Tamuning,
Guam 96931

CONTACT US

TEL NO:

+1 (671) 632 1179

FAX:

+1 (671) 632 3550

<http://www.jjglobal.services>

JJ GLOBAL

**FACILITIES
MAINTENANCE
LOGISTICS
CONSTRUCTION**



CAPABILITY STATEMENT

J.J. Global Services is licensed as a general contractor in the Territory of Guam with its capabilities ranging from general construction to specialties that include but are not limited to flooring, roofing, carpentry, fencing, irrigational systems, electrical, and installation.

PAST PERFORMANCE

JJ Global Services has vast experience in doing construction to private corporations and federal entities. We have provided these services at the Guam International Airport, Guam Power Authority, Guam Army National Guard, Royal Pacific Motors, Summerville Residences, Guam Autospot, Pacific Development Corp, Guam Micronesia Mall and many more.

HISTORY & TIME IN BUSINESS JJG

JJ Global Services, also known as JJ International Services and JJ Janitorial Services first opened its doors in 1995. Locally owned on the island of Guam and operated, we have a personal stake in the successful operation of our business. The key to our growth was in the quality of employee performance. We make it our business to ensure that we attend to their welfare, making them feel as part of a family, the JJ Global family. Our objective is to provide our clients with personal services tailored to their specific needs at reasonable rates. We perform on the premise of "working smarter, not harder" by providing professional training to our employees on the latest products available and the use of equipment, conducting safety meetings, and continuously seeking advanced technologically, efficient and earth-friendly cleaning, maintenance and construction equipment, to perform resourcefully to meet our client's needs.

In the span of time the company has been in operations (and currently) it has more than 100 permanent employees on staff and as much as 150-300 workers on site depending on what the project entails. On the average, per year we have approximately 120-150 employees on staff. JJ Global has grown since we were founded in 1995, from the small accounts to bigger accounts from a mini store to a mall, airport, to Naval Base and Anderson Air Force Base contract and from janitorial services to grounds maintenance to landscaping services logistics to heavy equipment rental to construction services.

Services

- Construction Management & Services
- Electrical and plumbing Services
- Roof Repairs Services
- Painting Services
- Air-conditioning services
- Sprinklers service
- Corrosion Control and Prevention
- Fencing
- Pool / Aquatic Facility Maintenance
- Testing and Cleaning Purification Systems
- Stabilizing Water Level and Filtration
- Full-service night crews
- Fire Alarm Service
- Janitorial and housekeeping Services
- Grounds maintenance and landscaping Services
- Integrated Pest Management
- Trash Collection and Management
- Trash recycling
- Moving Services
- Courier Services
- Equipment Rental Services
- Handyman Services
- Carpet Cleaning Services
- Floor Maintenance Services
- Water Blasting Services
- Sandblasting
- Day-Porter services
- Post Construction clean up



JJGlobal

Facilities Maintenance • Logistics • Construction

JJG's key qualifications and strengths which differentiate the firm include the following:

- ✓ **Verifiable Past Performance** – Reference checks will confirm superior performance on all contracts undertaken.
- ✓ **Demonstrated Management Experience** – The key members of our corporate and on-site management team have managed contracts in the maintenance services industry for over twenty-five years. Their performance records are commendable and difficult to duplicate.
- ✓ **Experience on Contracts of Similar Size, Scope, and Complexity** – JJG has serviced many customers in complex high visibility, high security environments. Our current contract list includes numerous facilities for the Federal, State and Local Government to include the United States Air Force and United States Navy.
- ✓ **Proven Innovations and Best Practices in Operations** – JJG has successfully implemented many innovations considered by the industry to be "best practices".
- ✓ **Comprehensive Quality Assurance Program** – JJG's inspection program allows for safe practices, better cost controls, improved communications, and most importantly, provides better, accurate, and timely information to front line managers and clients to ensure the highest quality of service is delivered.
- ✓ **Emphasis on Safety** – Safety is paramount and given the highest priority. As such, we apply the most current safety innovation with real time incident reporting coupled with daily briefings to ensure our jobsites are hazard free.
- ✓ **Cost-Effective Pricing** – Pricing is based on actual costs projected. Our pricing incorporates lessons learned on similar requirements and extensive relevant past performance.

Additional Project List 2015 – Present

Grounds, Facilities Maintenance and Repairs

- Sheraton Laguna Park Hotel- Ground Maintenance and Landscaping
- Summertown Estates (Private) – Ground Maintenance and Landscaping.
- Guam Power Authority (GovGuam.) – Island-wide Vegetation Management Services
- Guam Power Authority (GovGuam) – Facility Grounds Maintenance, and Janitorial
- Guam Dept. of Parks and Recreation – Grounds Maintenance for historical sites.
- Department of Parks and Recreation (GovGuam) – DPR Regional Recreation Pool Operation and Maintenance Service.
- Dept. of Public Health (WIC Office) Grounds Maintenance
- NOAA (Federal) – Vegetation Clearing Project
- Guam Beach Front (Private) –Grounds Maintenance, Pool Maintenance Services
- Guam Community College (GovGuam) – Grounds Maintenance Services.

Shop Address: 351 Alageta Street, Dededo Guam 96929

Office Address: 185 Ilipog Drive, Bldg A Suite 203 Harmon Business Center, Tamuning Guam, 96913

Mailing Address: PO Box 217881, GMF Barrigada Guam 96921

Tel: (671) 632-1179 **Fax:** (671) 632-3550

Email: jjg@teleguam.net



- Guam Behavioral Health & Wellness Center (GovGuam) – Grounds Maintenance
- Ordot Mayor's Office – Grounds Maintenance on various sites
- Yigo Mayor's Office – Grounds Maintenance on various sites
- Numerous Residential Customers – Grounds Maintenance
- Guam Department of Education – Islandwide Grounds Maintenance

Pool Maintenance

- Guam Beachfront Residences / Goodwind Corporation – Swimming Pool Maintenance
- Department of Parks and Recreation – Hagatna and Dededo Swimming Pool Maintenance
- Summer Homes Residential – Swimming Pool Maintenance
- CTD Development – Swimming Pool Repair and Maintenance

Construction/Renovation Work

- Guam Dept. of Parks and Recreation (GovGuam) –Guerrero Softball Field Renovations
- Guam Dept. of Parks and Recreation (GovGuam) – Tiyan Lower and Upper Softball Field
- Port Authority of Guam (GovGuam) – Fire Restoration Project, Demolition, Carpeting, A/C System Removal and Replacement
- US Coast Guard (Fed) – Roof Repair and Exterior Painting of Buildings
- Typhoon Dolphin Relief (Saipan, CNMI) (Gov.) – Power Restoration
- Cars Plus, LLC (Private) – Lighting project.
- Guam Dept. of Parks and Recreation (GovGuam) – Lighting project.
- Department of Interior (GovGuam) – Roof Repair
- NOAA (Federal) – Painting and Roof Coating Project
- Guam Community College (GovGuam) – Fencing Project, Removal and Replacement
- Guam Homeland Security - Blanket Order for Post typhoon clean up and repairs
- Guam Housing and Urban Renewal Authority (GovGuam) – Roof Repairs
- Department of Agriculture (GovGuam) – Fishing Platform Maintenance Repairs
- Dept. of Public Health & Social Services (GovGuam) – Restroom Facility Repairs
- Guam Fire Department – Removal and Installation of Air Conditioning Systems
- Dept. of Corrections – Sewer Line Repair and Replacement Project
- Tiffany & Co. – Store renovations and electrical & lighting installation
- Shirley's Café Restaurant – Exhaust and Ventilating System Repairs
- First Hawaiian Bank – Office Renovations and Painting Project.
- Forever 21 Guam- Interior Painting Project.
- NCTAMS – Metal Rust Restoration and Corrosion Control Project, Upgrade of Electrical Panel and Systems, Tile Removal and Installation of Replacement Tiles, Moist Control Urethane Coating Application, Creation of Temporary Dental Clinic and Relocation of other Offices.
- Guam Power Authority – Islandwide Contractual Painting Services for GPA Substations.
- Future Smiles Orthodontic – Interior Painting and Renovation.
- Michael Kors Guam – Interior Painting Repair and Restoration.
- The Guam Home Depot – Plumbing and Maintenance Services.

Office Address: 185 Ilipog Drive, Bldg A Suite 203 Harmon Business Center, Tamuning Guam, 96913

Mailing Address: PO Box 217881, GMF Barrigada Guam 96921

Tel: (671) 632-1179 **Fax:** (671) 632-3550

Email: jjg@teleguam.net



JJGlobal

Facilities Maintenance • Logistics • Construction

- The Guam Home Depot – Roof Repair and Silicon Coating.
- The Guam Home Depot – Painting and Gutter Repair.

Shop Address: 351 Alageta Street, Dededo Guam 96929
Office Address: 185 Ilipog Drive, Bldg A Suite 203 Harmon Business Center, Tamuning Guam, 96913
Mailing Address: PO Box 217881, GMF Barrigada Guam 96921
Tel: (671) 632-1179 **Fax:** (671) 632-3550
Email: jjg@teleguam.net



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

August 5, 2020

Luis E. Bustamante
President
JJ Global Services
215 Rojas St
Harmon Industrial Park
Harmon, Guam

RE: LETTER OF REFERRAL

Dear Mr. Bustamante,

I am giving this recommendation letter in good faith to our business partner as a result of their excellent performance in providing various services for the Guam Power Authority. JJ Global has been of service to our company for decades and always never fails to deliver.

We can always rely on this company from Janitorial services, last minute office cleaning services, maintenance repairs to Islandwide vegetation and maintenance! Their staff are also very courteous to the Authority's personnel while delivering thorough and excellent work.

Jointly with Mr. Bustamante and Ms. Bertino, and the staff of JJ Global Services, they successfully delivered a number of projects and services for our business. The breadth and depth of their knowledge combined with a proven reliability qualifies them to implement complex projects.

Given our experience from the contractual engagements with JJ Global Services, we are happy to recommend them as your reliable source for Janitorial/Office cleaning, landscaping and grounds maintenance services.

Best Regards,

Mr. Ron Okada
Cabras Manager
Guam Power Authority



August 7, 2020

To whom it may concern,

It is with much enthusiasm that I am writing to recommend the services of the JJ Global Services on behalf of Hilton Guam Resort & Spa.

We used JJ Global Services during the USS Theodore Roosevelt quarantine during the recent pandemic. We were completely satisfied with their performance, professionalism, and discreet mannerism. Their attention to detail was impeccable, the staff was punctual, and they offered competitive rates throughout the island.

We are pleasantly satisfied with JJ Global Services and Ray Chaco for helping to ease the burdens of COVID-19 restrictions and ensuring the guests quarantined and future guests feel comfortable in their temporary living arrangements. We will not hesitate to call them again for future projects.

With respect,

Linh Carlson
Director of Finance

August 6, 2020

To who it may concern,

It brings me great pleasure to offer my unreserved recommendation for JJ Global Cleaning Services. I've had the pleasure to work with them in two different hotels in my 13 years in the hotel industry. Through every encounter, I've had the opportunity to work with their team, mainly Aileen De Dios Bertino to achieve projects that the hotel could not solely handle. The types of services they offered exceeded our expectations and it was though there was nothing they could not do.

At the Hyatt Regency Guam, they assisted us in various cleaning projects such as carpet extracting guest rooms, cleaning windows and various cleaning projects throughout the hotel. The scope of work for some of the projects required them to procure different specialty equipment but because of the vast knowledge and experience their management team had, training their team to accomplish the task at hand was no issue. At the conclusion of the project, Aileen also assisted in outsourcing carpentry work to refurbish different furniture within the hotel.

The services JJ Global provided at the Dusit Thani Guam was a more technical endeavor as it required their team members to train to clean rooms to the Dusit Standards. They provided manpower services but also provided their own equipment to help streamline and efficiently complete the tasks at hand. I commend Aileen and her team for being able to screen and filter their workforce selection and send only the best employees to clean for our hotel. Their services also extended to provide cleaning projects throughout the hotel as well.

There is no doubt in my mind that JJ Global can achieve any project presented to them. I've served on the Guam Hotels and Restaurants Association Executive Housekeepers Committee and have always recommended their services. It truly is my pleasure to be able to write this recommendation for them. Should you have any questions or concerns, please feel free to contact me.

Graciously yours,

Chris Cortezano
Assistant Director of Rooms
+1 671 488 7912
chris.cortezano@dusit.com



**DEPARTMENT OF THE AIR FORCE
AIR FORCE RESERVE COMMAND (AFRC)**

01 August 2020

TO: JJ Global Services

ATTN: Mr. Luis Bustamante and Ms. Aileen de Dios

FROM: 44 APS/TRM

SUBJECT: Performance Reference Letter

Hafa Adai Mr. Luis and Ms. Aileen,

Thank you and your staff for your expedient responses, services and accommodations, especially with squeezing in the scheduling for our two separate facilities on such short notice. Our partial virtual 3-day drill weekend this past July with our Reservists was successful in part because of the services your organization provided early in the week before our drill to ensure the safety and welfare of our squadron members as we prepared for our monthly training event.

We are extremely satisfied with the services you all provided with your COVID-19 mitigation efforts and the thoroughness of your staff, from the deep cleaning of surfaces in all high-contact and common areas to the sanitizing of the facilities to reduce and/or eliminate our risk of exposure to the corona virus. Also of note was the professionalism and camaraderie your team displayed while working with each other, nothing like watching a happy crew working together to get the job done!

We will definitely keep JJ Global Services in mind for any future service requirements and have already been recommending your organization to other squadrons on Andersen AFB. Thank you and your whole staff for your services and support!

Best Regards,

SHODA.CARLOS.RIOS.
1158280856

Digitally signed by
SHODA.CARLOS.RIOS.1158280856
Date: 2020.08.01 14:03:59 +10'00'

CARLOS R. SHODA, SMSGT, USAF
44 APS Superintendent, Organizational Management
DSN: 315-366-1416
Comm: 671-366-1416

EXHIBIT “4”

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

INVITATION TO BID
IFB-GSA 023-21

Northern Pool Maintenance/Chemicals

BID CLOSING DATE & TIME :

JUNE 08, 2021 (Tues) 2:00 PM

BID SUBMITTED TO ATTENTION OF:

**CHIEF PROCUREMENT OFFICER
GENERAL SERVICES AGENCY (GSA)
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915**

BID SUBMITTED BY BIDDER:



TOTAL CHEMICAL RESOURCES, INC.

Your Total Chemical Resource!

P.O. Box 20730, Barrigada, Guam 96921 Tel: (671) 646-4742 Fax: (671) 649-0447

Invitation For Bid

GSA-023-21

- Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

Section #1

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

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO.: GSA-023-21

DESCRIPTION:

**Repair and Maintenance of Northern Region Recreational
Swimming Pool, Dededo Sports Complex**

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, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference #11 on the General Terms and Conditions**
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- () **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision: Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees.
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE
IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID**

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

On this 29 th day of April, 2021, I Jerry A. Flores

authorized representative of Total Chemical Resources, Inc. acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.


Bidder Representative's Signature
Jerry A. Flores

Invitation for Bid: GSA-023-21

**Repair and Maintenance of Northern Region Recreational
Swimming Pool, Dededo Sports Complex**

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by Fax to 475-1727 and email to gsaprocurement@gsadon.guam.gov

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name E. Glenn Canovas
Signature 
Date APRIL 6TH, 2021
Time 8:36 AM
Contact Number Office: (671)646-4742 Mobil: (671-888-6354)
Fax Number (671-649-0447)
Contact Person regarding IFB Claudia S Acfalle
Title Managing Partner / Chemical Director
E-Mail Address gcanovas@totalchemical.com
Company/Firm Total Chemical Resources, Inc.
Address 165 c Guerrero St. Harmon Industrial Park Tamuning, Gu 969631

Note: GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 4/07/21 close of business at 5:00pm.

Reference Page 27 of 37 #2(e) - No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Note: Pursuant to the Pandemic of Coronavirus (COVID-19), GSA adheres with the "Distance Socializing" under the Emergency Executive Orders 2020-03 thru 2020-20. GSA kindly ask for your cooperation in the matter, to limit your company's representatives to the following:

*Site-Visits: Limitation of one (1) representative
Bid Opening: Only one (1) representative*

INVITATION FOR BID

ISSUING OFFICE:

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

Claudia S. Acfalle
CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: April 01, 2021

BID INVITATION NO: GSA-023-21

BID FOR: **Repair and Maintenance of Northern Region Recreational Swimming Pool,
Dededo Sports Complex**

SPECIFICATION: **SEE ATTACHED**

DESTINATION: DEPARTMENT OF PARKS AND RECREATION

REQUIRED DELIVERY DATE: (1.0) Completion in 90 days upon receipt of purchase order. (2.0) Preventive Maintenance Service for a period of one (1) year with an option to renew on a year to year basis for two (2) additional years with no change to monthly charge. (Renewal will be at the "Sole Discretion" of the Government of Guam) Preventive Maintenance commences after repairs are made in item 1.0

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: GUAM USA

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00PM, Date 04/30/21 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 20 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:
Total Chemical Resources, Inc.
P.O. Box 20730 GMF,
Barrigada, GU 96921-0730

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

Jerry A. Flores
Jerry A. Flores - Managing Partner
Chief Financial Officer

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

General Bid Specifications

Supplemental Bid Documentation

- Major Shareholder Disclosure Affidavit
 - Wage & Benefit Determination
 - Non-Collusion Affidavit
- Certification of Non-Employ of Convicted Sexual Offenders
 - No such Claims Exist

Section # 2



**RESOLUTION ACTION BY BOARD OF DIRECTORS OF
TOTAL CHEMICAL RESOURCES INC.
THROUGH UNANIMOUS or MAJORITY CONSENT**

A Corporation Formed Under the Laws of the Territory of Guam USA.

GSA-038-20 Northern Swimming Pool Repair/Maintain

The undersigned, being a representation of all of the directors of Total Chemical Resources Inc, a corporation formed under the laws of the Territory of Guam USA, do hereby unanimously agree and or majority consent, in lieu of notice and meeting, to the following:

RESOLVED, that **Jerry A. Flores** (Secretary/Treasurer) of the Board of Directors and Chief Financial Officer of Total Chemical Resources will be the signatory of the **GSA IFB# 023-21 Northern Pool Maintenance & Chemicals**. The Bid Prices are schedule for opening on **APRIL 30, 2021** at **2:00 p.m.** at the GSA Procurement & Supply Office. It is desirable and in the interest of this corporation that Total Chemical Resources will via Jerry A. Flores – CFO authorizes the entering into a Procurement Commitment bid.

The officers of the corporation are hereby authorized to perform on behalf of this corporation any and all acts as they may deem necessary or advisable in order to effect the operation of the corporation that complies with any and all applicable federal or local Guam laws.

BE IT FURTHER RESOLVED that a signature of two of the three below directors will constitute a majority and an acceptable approval to proceed on behalf of the corporation.

No meeting was held and no further actions was taken on this date.

Dated: April 26, 2021



Rosa C. Pelkey - Director - President

4/26/2021
Date



Diane T. Canovas - Director - Vice-President

04-26-2021
Date



Jerry A. Flores - Director - Sec / Treasurer

04/26/21
Date



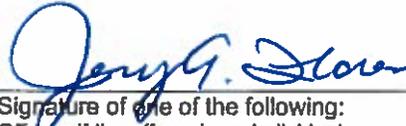
TOTAL CHEMICAL RESOURCES, INC.
P.O. Box 20730 G.M.F. Barrigada, Guam 96921-0730
Phone: 671-646-4742 Fascimile: 671-649-0447

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF Harmon)
ISLAND OF GUAM) ss.

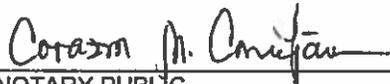
Jerry A. Flores [state name of affiant signing below], being first duly sworn, deposes and says that:

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



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

Subscribed and sworn to before me this 23rd day of APRIL, ~~2020~~ 2021


NOTARY PUBLIC
My commission expires _____.

CORAZON M. CONCEPCION
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **OCT. 31, 2021**
P.O. Box 11675 Tamuning, Guam 96931

Special Provisions

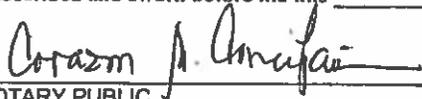
Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

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


Jerry A. Flores, Sec/Treas- CFO
Signature of Bidder _____ Date _____
Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation. X



Subscribed and sworn before me this 23rd day of APRIL, 2021


NOTARY PUBLIC
My commission expires, _____

CORAZON M. CONCEPCION
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **OCT. 31, 2021**
P.O. Box 11675 Tamuning, Guam 96931

FORM E

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

Procurement No: GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex, Guam

Name of Offeror Company: Total Chemical Resources, Inc. hereby certifies under penalty of perjury:

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

§ 5801. Wage Determination Established.

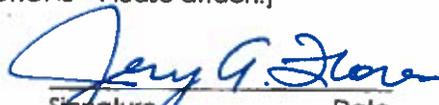
In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in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

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

§ 5802. Benefits.

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

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


Signature _____ Date _____
Jerry A. Flores 04/27/21

**"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.: 2015-5694
Revision No.: 12
Date Of Last Revision: 07/24/2020**

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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.

**States: Guam Northern Marianas Wake Island
Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide**

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		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 I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
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 Conditioning 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

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*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))."

AFFIDAVIT re NON-COLLUSION

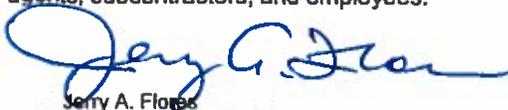
CITY OF Harmon)
ISLAND OF GUAM) ss.

Jerry A. Flores [state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]
Total Chemical Resources, Inc.

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

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



Jerry A. Flores

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation. X Sec/Treas-CFO

Subscribed and sworn to before me this 23rd day of APRIL, 2021.

Corazon M. Concepcion
NOTARY PUBLIC
My commission expires, _____

CORAZON M. CONCEPCION
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **OCT. 31, 2021**
P.O. Box 11675 Tamuning, Guam 96931

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF Harmon)
 ISLAND OF GUAM) ss.

- A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:
- [] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- [X] The offeror is a corporation, partnership, joint venture, or association known as Total Chemical Resources, Inc. [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
<u>Rosa C. Pelkey</u>	<u>140 Chalan Tun Pedro St. Mangilao GU 96913</u>	<u>33.34%</u>
<u>Diane T. Canovas</u>	<u>#4 Baka St. Perez Acres, Yigo GU 96929</u>	<u>33.33%</u>
<u>Jerry A. Flores</u>	<u>144 Dona Lane Kaiser. Dededo GU 96929</u>	<u>33.33%</u>
<u>//////////</u>	<u>_____</u>	<u>_____</u>

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

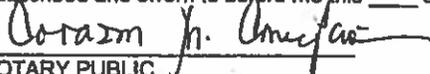
<u>Name</u>	<u>Address</u>	<u>Compensation</u>
<u>*** NONE ***</u>	<u>_____</u>	<u>_____</u>

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


Jerry A. Flores - Secretary/Treasurer - C F O

Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation. x Secretary/Treas - C.F.O.

Subscribed and sworn to before me this 21st day of APRIL, 2021.


 NOTARY PUBLIC
 My commission expires, _____

CORAZON M. CONCEPCION
 NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: **OCT. 31, 2021**
 P.O. Box 11675 Tamuning, Guam 96931

AFFIDAVIT re CONTINGENT FEES

CITY OF Harmon)
) ss.
ISLAND OF GUAM)

Jerry A Flores [state name of affiant signing below], being first sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
Total Chemical Resources, Inc.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam 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. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

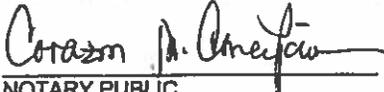
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



Jerry A. Flores

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation. X Sec/Tres- CFO

Subscribed and sworn to before me this 23rd day of April, 2021.



NOTARY PUBLIC

My commission expires, _____

CORAZON M. CONCEPCION
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: OCT. 31, 2021
P.O. Box 11675 Tamuning, Guam 96931

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (SGCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (SGCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [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: NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

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

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

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

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

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

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

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

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

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

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

[] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the Department of Public Works/General Services Agency, Telephone Nos. 646-3139 DPW / GSA 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

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

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

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

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

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

- [X] 40. **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 sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. **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: E. Glenn Canovas Title: Director Industrial Chemicals
 Address: Harmon Industrial Park Telephone: WK# 646-4742/5689
165 C GUERRERO ST. (HARMON IND PARK) CELL: 888-6354
TAMUNING, GU 96931 FAX# 649-0447

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
 - e) No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
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 the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
9. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

10. **TERMINATION OF CONTRACT:** 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)

(a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.

(c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

11. **CONTRACT DISPUTES:** 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word controversy is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; (4) a statement of the Office's decision, with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government.

You may seek any administrative or judicial review authorized by law.

Any such decision shall be final and conclusive, unless fraudulent, or the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam. The contractor shall comply with any decision of the Government of the and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam for any controversy arising under, or by virtue of, the contract; provided the contract where the Government has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. **MANDATORY DISPUTES RESOLUTION CLAUSE:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) Disputes – Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

(3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) Disputes – Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Government's Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

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

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

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

16. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

17. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

18. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR § 11170(e)

19. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

20. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**

(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees 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 deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

21. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. – GAR § 11103(b)
22. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR § 11108(f)
23. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

24. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

25. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was independently arrived at without collusion – GAR § 3126
26. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
27. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder 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.
28. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233)
As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

GSA-023-21 Bid Proposal

- Bid and Performance Bond

Section # 3

GOVERNMENT OF GUAM

**GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915**

BID BOND

NO. AGA-3855-B

KNOW ALL MEN BY THESE PRESENTS that TOTAL CHEMICAL RESOURCES, INC., as Principal hereinafter called the Principal, and (Bonding Company), FIRST NET INSURANCE 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 15% of total bid amount Dollars (\$ 15% of total bid amount), 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) GSA-023-21 REPAIR AND MAINTENANCE OF NORTHERN REGION RECREATIONAL SWIMMING POOL, DEDEDO SPORTS COMPLEX

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

Signed and sealed this 17TH day of MAY 2021.

(WITNESS)

(TITLE)
GESAY L. GARCIA
(MAJOR OFFICER OF SURETY)
VICE PRESIDENT/CEO
(TITLE)

TOTAL CHEMICAL RESOURCES, INC.
(PRINCIPAL) (SEAL)
Jerry A. Davon
IT'S AUTHORIZED REPRESENTATIVE
William R. Replan
(MAJOR OFFICER OF SURETY)
VICE PRESIDENT & CFO
(TITLE)

MOYLAN'S INSURANCE UND., INC.
(RESIDENT GENERAL AGENT)
Carolina G. Serafica
CAROLINA G. SERAFICA
SURETY DIVISION MANAGER

DOA 113/Rev. 4-1-87

LIMITED POWER OF ATTORNEY

FIRST NET INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that First Net Insurance Company, a Guam Corporation, does hereby make, constitute and appoint:

MARIE U. HOCOG
SHEILA G. BENITEZ
CAROLINA G. SERAFICA
NORALYN A. BAZA
BERNADETTE S. CACAYAN
as employees of Moylan's Insurance Underwriters, Inc.,

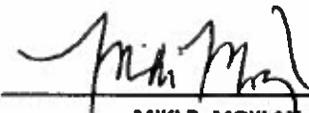
its true and lawful Attorney-in-Fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follows:

All bonds up to \$10,000,000

and to bind the Company thereby. This appointment is made under and by authority of the By-Laws of the Company which are now in full force and effect.

I, the undersigned Secretary of First Net Insurance Company, a Guam corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors of First Net Insurance Company set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of each company, are now in full force and effect.

Signed and Sealed this 8th day of February 2018.



MIKI R. MOYLAN
Director and Secretary



RESOLUTIONS OF THE BOARD OF DIRECTORS

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of First Net Insurance Company at a meeting held on March 28, 2017.

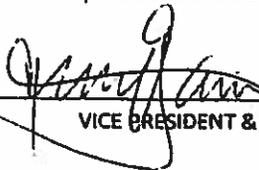
RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

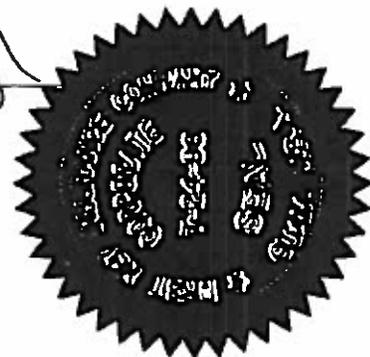
- (i) When signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) When signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) When duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limited authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as through manually affixed.

IN WITNESS WHEREOF, First Net Insurance Company had caused these presents to be signed by its proper officers, and its corporate seals to be hereunto affixed this 8th day of February, 2018.


VICE PRESIDENT & CEO


SECRETARY



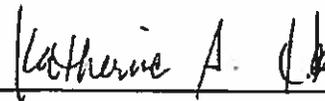
CORPORATE SEAL

ACKNOWLEDGEMENT

Territory of Guam
City of Hagåtña

On February 08, 2018 before me, Katherine Ho, Notary Public, personally appeared Cesar L. Garcia, Vice President & Chief Executive Officer, and Miki R. Moylan, Board Secretary, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they know the corporate seal of the company; that the seal affixed to the foregoing instrument is such corporate seal, that it was affixed by order of the Board of Directors of the Company, and that they signed said instrument as Director & Treasurer and as Board Secretary, respectively, by like authority.

WITNESS my hand and official seal.


NOTARY PUBLIC



KATHERINE A. HO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Nov.23, 2019
P.O. Box 23981 Barrigada, Guam 96921

ITEM NO.	DESCRIPTION	QTY/UOM	UNIT PRICE	PRICE EXTENSION
1.0	Repair of Northern Region Swimming Pool, Dededo Sports Complex, Guam as per the following specifications	1 Lot	\$ _____	\$ <u>222,506.76</u>

SPECIFICATIONS:

BIDDING ON/REMARKS:

Repairs - Mechanical/Chlorine Room

Replace automation control. Remove and replace digital controller apparatus for OPA/PH unit system to include appurtenances for liquid chlorine. (1 each)

X

Remove and replace existing silica san with new at all Compartments. (3 each)

X

Repair and recondition existing backwash controller Apparatus for operational function. (1 LS)

X

Furnish and install miscellaneous fittings and materials As required for operational test. (1 LS)

X

Commission installed sand filtration, backwash and Mechanical piping system. (1 LS)

X

Provide and install Main pool pump (1 each)

X

Provide and install sump pump (1 each)

X

Provide and install interior pool lights (17 each)

X

Provide and install perimeter Pool Light fixtures (15 each)

X

Conduct operational test to obtain a workable system (1 LS)

X

ITEM NO.	DESCRIPTION	QTY/UOM	MONTHLY COST	PRICE EXTENSION
2.0	Maintenance of Pools Facility's Grounds, Electrical and mechanical Systems, water quality, and supply of Chemicals and related supplies and Materials as per the following specifications	12 Mos.	\$14,500.00	\$174,000.00

SPECIFICATIONS:

BIDDING ON/REMARKS:

Provide Daily Maintenance and Operations of the Pool Facility's grounds, electrical and mechanical systems, water quality, and supply of chemicals and related supplies and materials. (1 LS)

X _____

Provide professional and knowledgeable service Personnel (1 LS)

X _____

Accurately monitor the pool and provide service reports (1 LS)

X _____

Bidder shall provide routine service between the hours of 11:00 pm And 5:00 am or between 5 am and 11 pm, with approval of DPR. (1 LS)

X _____

Bidder will respond within 30 minutes by telephone to emergency call, seven days per week and will be expected on site within 2 hours after initial response. If it is not possible to be on site within the time frame specified, the bidder will contact DPR or his/her designee within that time and mutual agreement will be made as to the time needed for the bidder to arrive on-site (1 LS)

X _____

Manually test water for chlorine residual/ph/alkalinity (6 days per week, every 2 hours conduct a reading of test results) and maintain pool water chemistry with the National Swimming Pool Foundation (NSPF). (1 LS)

X _____

Add all necessary chemicals to maintain proper alkalinity, calcium, water hardness, and conditioner levels in order to maintain pool water chemistry. (1 LS)

X _____

Maintain Daily Chemical Reading Log and Report (1 LS)

X _____

Monitor Chlorine and acid tank levels and advise. (1 LS)

X _____

Annual test auto-fill devices in the surge pit ensuring proper working order. Clean surge pit and pre-pump strainer basket of all debris to ensure adequate water flow. (1 LS)

X _____

Visually check gages on automatic backwash controllers and sand filters for correct operating pressures. Take corrective action as necessary. (1 LS)

X _____

Monitor the pool 8-5 remotely through existing controller, notify facility responders for emergency/urgent issues, i.e. power outages. (1 LS)

X _____

Perform preventative maintenance on pool equipment to include: monthly cleaning of chemical controller probes, monthly cleaning of chlorine injector, monthly inspection and testing of chlorine and acid suction and discharge lines. (1 LS)

X _____

SPECIFICATIONS:

BIDDING ON/REMARKS:

Vacuum pools as needed, (weekly at minimum). (1 LS)

X

Complete minor equipment repairs not including parts replacement. Complete all adjustments and calibrations as necessary to ensure proper pool operation include disassembly and reassembly of components requiring cleaning. (1 LS)

X

Bidder shall notify assigned DPR Representative of any needed repair/replacement/service work that falls outside of Maintenance Contract.

X

General Requirements:

By submitting a proposal/Quote, each bidder agrees that DPR, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts and financial performance.

X

All electrical and mechanical work to importantly include testing of all circuit and units in order to make sure repair will be in operation and at no cost to the Government. (Ready to use)

X

Prior to repairs that are less than \$1,000.00 which is included as part of the scope of work notice must be given to the DPR director for approval.

X

Repairs exceeding the \$1,000.00 threshold fall's under the Procurement responsibility of DPR.

X

Warranty period: One year upon acceptance of said complete date.

X

THIS IS AN "ALL OR NONE" AWARD – GRAND TOTAL FOR 1.0 & 2.0 = \$ 396,506.76

These specifications were developed by the staff of the Department of Parks and Recreation and Approved by: Roque A. Alcantara, DPR Director.

Fiscal Capacity Information

- **2020 Annual Report of Total Chemical Resources, Inc.**
- **Guam Current Business License**
- **Certified Pool and Spa Operator Certification**
- **Core and Cat7a Certifications**

Section #4

RECORDED
BY DRT

APR 28 2021

Ch Flores 4:01pm



**2020 ANNUAL REPORT OF
TOTAL CHEMICAL RESOURCES, INC.**

Total Chemical Resources, Inc. incorporated under the laws of the Territory of Guam, USA

The date of incorporation is December 20, 2001.

The registered office of the corporation in Guam is 165-C Guerrero St. Harmon Industrial Park and the registered agent in Guam is **Total Chemical Resources, Inc.** and the office of the registered agent is 165-C Guerrero St. - Harmon Industrial Park, Tamuning Guam. 96913

The mailing address of the principal office is P.O. Box 20730 GMF, Barrigada, Guam 96921.

The names and business addresses of the corporation's principal officers are as follows:

NAME	TITLE	BUSINESS ADDRESS
Rosa C. Pelkey	President	165-C Guerrero Street Tamuning, Guam 96913
Diane T. Canovas	Corporate Vice President	4 Baki Ct. Perez Acres Yigo, Guam 96929
Jerry A. Flores	Chief Financial Officer/Treasurer	144 Dona Lane Kaiser Dededo, Guam 96929
E. Glenn Canovas	Vice President, Sales & Marketing	4 Baki Ct. Perez Acres Yigo, Guam 96929

DESCRIPTION OF BUSINESS ACTIVITIES:

WHOLESALE & RETAIL of Industrial Chemicals for: Water Treatment, Agricultural, Turf & Ornamental, Irrigation Supplies, Pest Control Hotel & Restaurant Cleaners, Swimming Pool Products, and Janitorial Cleaners.

SERVICE & REPAIR of Industrial Chemical & Chlorinators & Swimming Pool Equipment.

SERVICE Vehicle and Repair and Safety Inspection Station via DBA: Ace Auto Port Facility (Yigo).



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guarntax.com

BUSINESS LICENSE

SERIAL # 2200527

R

Domestic Corporation

Service

EXPIRES: January 31, 2022

ACCOUNT NO 13-200102152-01

FEE	50 00
PENALTY	0 00
TOTAL FEE	50 00

ISSUED TO:

TOTAL CHEMICAL RESOURCES, INC.

DOING BUSINESS AS:

TOTAL CHEMICAL RESOURCES, INC.

TYPE OF LICENSE:

POOL MAINTENANCE & REPAIR OF EQUIPMENT

AND PUMPS (CLEARED @ CLB)

BUSINESS LOCATION:

LOT 15 BLK 15 TRACT 283 #165-C GUERRERO

ST HARMON IND PARK HARMON GUAM

MAILING ADDRESS:

P O BOX 20730

BARRIGADA GUAM

96921

TELEPHONE: HOME 888-8271

BUSINESS 646-4742

01/26/2021



Dafne Mansapit-Shimizu
 Dafne Mansapit-Shimizu

DIRECTOR OF REVENUE AND TAXATION

KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON
 DEMAND TO ANY AUTHORIZED GOVT
 OFFICIAL.



DEPARTMENT OF REVENUE AND TAXATION
 GOVERNMENT OF GUAM
 P.O. Box 23607
 Barrigada, Guam 96921
 www.guamtax.com

BUSINESS LICENSE

SERIAL # 2200529

R

Domestic Corporation
EXPIRES: January 31, 2022

Retail
 ACCOUNT NO. 30-200102152-01

FEE	1,000 00
PENALTY	0 00
TOTAL FEE	1,000 00

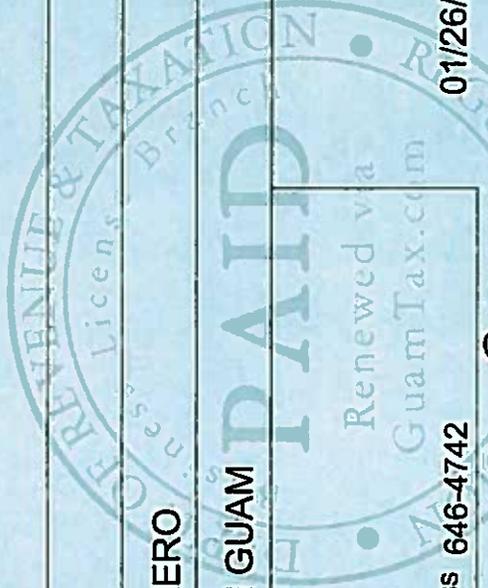
ISSUED TO: TOTAL CHEMICAL RESOURCES, INC.
 DOING BUSINESS AS: TOTAL CHEMICAL RESOURCES, INC.
 TYPE OF LICENSE: SALE OF CHEMICAL AND FERTILIZERS

BUSINESS LOCATION: LOT 15 BLK 15 TRACT 283 #165-C GUERRERO
 ST HARMON INDUSTRIAL PARK HARMON GUAM

MAILING ADDRESS: PO BOX 20730
 BARRIGADA GUAM

TELEPHONE HOME 888-8271
 BUSINESS 646-4742

01/26/2021



**KEEP POSTED IN A CONSPICUOUS PLACE.
 LICENSE MUST BE PRODUCED UPON
 DEMAND TO ANY AUTHORIZED GOV'T
 OFFICIAL.**

Dafne Mansapit-Shimizu

Dafne Mansapit-Shimizu
 DIRECTOR OF REVENUE AND TAXATION

2021

CONTRACTOR'S LICENSE

LOU LEON GUERRERO
Governor of Guam

JOSH TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Ronald C. Ocampo
dba: R & E Builders

To engage in the business or act in the capacity of a contractor in the following classifications

B

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME #

Signature of LICENSEE
License # CLB10-0708

GRT # 201001881

Certificate # C-0620-0172

Issued: JUNE 10, 2020

Expires: JUNE 30, 2021



James M. Casallo
JAMES M. CASALLO
CLB BOARD CHAIRMAN

Cecil "Buddy" L. Orsini
CECIL "BUDDY" L. ORSINI
EXECUTIVE DIRECTOR

2021

CONTRACTOR'S LICENSE

LOU LEON GUERRERO
Governor of Guam

JOSH TENORIO
LI Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Don Donald B. Plaza
dba: D.B.P. Construction

To engage in the business or act in the capacity
of a contractor in the following classifications

B

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME #

Signature of LICENSEE
License # 8202

GRT # 200201881
Issued: July 17, 2020

Certificate # C-0720-0826
Expires: June 30, 2021




JAMES M. CASALLO
CLB BOARD CHAIRMAN




CECIL BUDD
EXECUTIVE DIRECTOR

162397-753670



Certified Pool & Spa Operator® Certification

for

Norbert Cruz

as an Operator of Aquatic Facilities
Issued by the

National Swimming Pool Foundation®

on

Certification Date: 5 April 2019

Certification Number: CPO-633461

Expires: 5 April 2024

NSPF® Instructor
William Sexton



James R. Mock
James R. Mock
Executive Director

For verification, telephone NSPF at 719-540-9119 or email service@nspf.org



TRAINING (CORE) QUALIFICATION CARD

CORE ID No. 1217-062

Expiration Date 12-06-20

This card certifies that Norbert Cruz
has passed all the qualifications of the CORE training

12-11-17

Date issued

Guam EPA Administrator



Territory of Guam Guam Environmental Protection Agency CERTIFICATION FOR APPLICATOR OF RESTRICTED PESTICIDES

This certifies that Norbert F. Cruz

is authorized to purchase and use restricted pesticides subject to the
conditions on the reverse side of this card.

Category CAT-7a

0120-002

Date Issued 1/10/2020

Expiration Date: 1/3/2023

Certifying Officer

Applicant

QUALIFICATION TRAINING (CORE) ID CARD

Restrictions _____

Certifying Officer

Certified Signature

This card is issued by the Guam Environmental Protection Agency. Do not alter this card in any way. For a replacement card email Karl Olson @epa.guam.gov or visit epa.guam.gov.



RESTRICTIONS



Certified Applicator
Signature



**TRAINING (CORE)
QUALIFICATION CARD**

Core ID No. 1119-125
Expiration Date 11/06/22

This card certifies that Ashley Tumbado
has passed all the qualifications of the CORE Training
11/14/19
Date Issued Guam EPA Administrator



Territory of Guam
Guam Environmental Protection Agency

**CERTIFICATION FOR
APPLICATOR OF RESTRICTED PESTICIDES**

This certifies that Ashley Tumbado
is authorized to purchase and use restricted pesticides subject to the
conditions on the reverse side of this card.

Category GAT-7a 0120-001
Date Issued: 1/10/2020 Expiration Date: 1/3/2023

[Signature] [Signature]
Certifying Officer Administrator

**QUALIFICATION TRAINING
(CORE) ID CARD**

Restrictions _____

Certifying Officer [Signature]
Certified Signature Ashley B. Tumbado

This card is issued by the Guam Environmental
Do not alter this card in any way.
For replacement card call 671-300-4751



RESTRICTIONS



A. R. Tumbado
Certified Applicator
Signature

Miscellaneous Bid Information

- Amendments

Section#5



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSIAH SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, P.O. BOX 96915
TELEPHONE (671) 475-1707/1708
FAX: (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSA.DOA.GUAM.GOV
WEBSITE: WWW.GSA.DOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOT)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOT)

May 28, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #7

- Amend page 3 of 34

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **June 1, 2021** and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To Now Read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **June 8, 2021** and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re Fax to GSA)
Received By: 
Date: 6-1-21
Company Name: TCA
Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsadoa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSIAH SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, P.O. BOX 96915
TELEPHONE: (671) 475-1707 / 1708
FAX: (671) 472-4217 / 1727
EMAIL: [GSAPROUREMENT@GSADOA.GUAM.GOV](mailto:gsaprocurement@gsadoa.guam.gov)
WEBSITE: WWW.GSA.DOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOR)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

May 28, 2021

**Invitation For Bid
GSA-023-21**

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

Question(s) and Concern(s) received from Total Chemical Resources Inc. on May 26, 2021

Further clarification to response on May 24, 2021.

Question: Filters – If filters are obsolete, can we offer replacement filters?

Response: Yes, filters must be replaced by successful bidder.

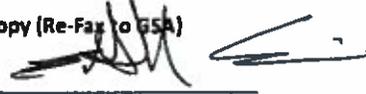
1.) Please clarify if we are to replace:

- a. Only Internal Components, (Silica Sand and Laterals)? Or
- b. Internal and External Filters (3 each units), Entire Replacement of Filtering system, Filter Housing and Filter Media?

Response: Yes, the filtering system includes the filter housing and filter media and are all part of the filtering system that must be replaced by the successful bidder.


Claudie S. Acfalle
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By: 
Date: 6-1-21
Company Name: TCR

Fax to: 475-1727 or 472-4217
Email to: gsaprocurement@gsadoa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSIAH SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, P.O. GU 96915
TELEPHONE (671) 475-1707/1708
FAX (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.GOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOR)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

May 24, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #6

1. Amend page 32 of 34

From:

Provide and install perimeter Pool Light Fixtures (15 each)

To Now Read:

Provide and install perimeter Pool Light Fixtures (19 each)

2. Amend page 3 of 34

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm, Date: May 25, 2021 and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To Now Read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm, Date: June 1, 2021 and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fill to GSA)

Received By

Date

Company Name

Fax to: 472-1177 or 472-4317

Email to: gsaprourement@gsa.guam.gov

[Handwritten signature]
5-25-21
GSA



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSAN SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, PITI, GU 96915
TELEPHONE: (671) 475-1707/1708
FAX: (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADDA.GUAM.GOV
WEBSITE: WWW.GSA.DDA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOR)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

May 24, 2021

**Invitation For Bid
GSA-023-21**

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

Question(s) and Concern(s) received from Total Chemical Resources Inc. on April 12, 2021

Question 1:

Drain Sump – We will need to inspect the drain Sump and balance tank to quote replacement – requesting final site visit (must drain system first)

Response: Sump Pump - The pool has been drained and a final site visit was conducted on Wednesday, April 21 at 9:00 a.m.

Question 2:

Filters – If Filters are obsolete, can we offer replacement filters?

Response: Yes, filters must be replaced by successful bidder.

Question 3:

Pool Deck Surface – This will need to be resurfaced or we will not be able to obtain a water clarity. (Must be non-skid surface)

Response: The Pool Deck Surface will be water blasted, resurfaced and painted prior to award.

Question 4:

PH Acid Room – Repairs will be needed for the exhaust fans to meet public health standards.

Response: Exhaust fan will be installed and replaced prior to award.

Question 5:

Pool Drain Covers – Are currently expired and will need updated covers (5 each; produced 2008 expiration 2018)

Response: Pool drain covers will be replaced prior to award.

Information and Clarification received from JJ Global Services on April 15, 2021

Clarification:

Existing condition of the pool surface is severely deteriorated which may cause hazards to the public. However, there is no stipulation in the bid Scope of Work for the resurfacing of the pool. These conditions will cost more chemical and maintenance cost to the Government and will be prone to algae production onto the surface regardless of the daily maintenance. This same condition can cause more damage to the filters due to the loose concrete drawn in the filters. This said, the maintenance contractor should not be held liable if such conditions arise.

Response: Refer to response on question #3 to Total Chemical's question.

Question(s) and Concern(s) received from Total Chemical Resources Inc. on April 21, 2021

Question 1:

Sum pump – brackets are all corroded will this also be replaced?

Response: Yes, Sum Pump must be replaced by successful bidder, and brackets will be replaced prior to the award by DPR.

Question 2:

Perimeter light – Bid states requesting for 15 each, based on site visit we counted 19 each to be replaced? Please confirm.

Response:

See Amendment #6

Question 3:

Clarification – States replace automation control, on the Bid it states for bidders to replace ORP/PH or is it the Siemens controller only? Please confirm? (note – ORP/PH controller operate without the Siemens controller)

Response:

Replace the ORP/PH controller, NOT the Siemens controller.

Question 4:

Due to the extent of the site visit we are requesting for an extension for additional 5 working days Covid related, parts/supplier reply are delayed?

Response:

See Amendment #6


Claudia S. Acfalle
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to CSA)

Received By: 

Date: 5-25-21

Company Name: TCR

Fax to: 475-1727 or 472-4217

Email to: gsaprocurement@gsadoa.guam.gov



DEPARTMENT OF ADMINISTRATION



GENERAL SERVICES AGENCY

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

EDWARD M. BIRN
DIRECTOR (DIREKTOR)
BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.DOA.GUAM.GOV

May 11, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #5

- 1. Amend page 3 of 34

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **May 18, 2021** and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To Now Read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **May 25, 2021** and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By:
Date: 5-11-21
Company Name: TCR

Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsadoa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSAN SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, P.M. GU 96915
TELEPHONE: (671) 475-1707/1708
FAX: (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.GOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOR)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

May 3, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #4

- I. Amend page 3 of 34

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **May 10, 2021** and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

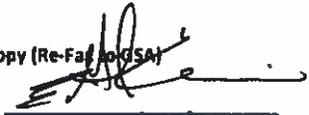
To Now Read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00pm**, Date: **May 18, 2021** and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print

Acknowledgement Copy (Re-Fax to GSA)

Received By 

Date

Company Name

Fax to: 475-1727 or 472-4217

Email to: gsaprourement@gsadoa.guam.gov

5/4/21

TCR



DEPARTMENT OF ADMINISTRATION



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

GENERAL SERVICES AGENCY
AHENSIAN SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, PITI, GU 96915
TELEPHONE: (671) 475-1707/1708
FAX: (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADQA.GUAM.GOV
WEBSITE: WWW.GSA.GOA.GUAM.GOV

EDWARD M. BIRN
DIRECTOR (DIREKTOT)
BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOT)

April 27, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #3

I. Amend page 3 of 34

From:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm. Date: April 30, 2021 and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

To Now Read:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00pm. Date: May 10, 2021 and shall be publicly opened. Bid submittal after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print

Acknowledgement Copy (Re-Fax to GSA)

Received By:

Date: 4-28-21

Company Name: TCR

Fax to: 475-1727 or 472-4217

Email to: gsaprourement@gsadqa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSAN SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, P.M. GU 96915
TELEPHONE: (671) 475-1707/1708
FAX: (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.GOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOR)
BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOR)

April 19, 2021

INVITATION FOR BID

GSA-023-21

Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

AMENDMENT #2

1. Amend page 2 of 34

From:

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 04/16/21 close of business day at 5:00pm.

To Now Read:

All questions and concerns in regards to this bid must be submitted to the General Services Agency by fax to 475-1727 and email to gsaprourement@gsadoa.guam.gov attention to the Chief Procurement Officer no later than 04/23/21 close of business day at 3:00pm.

All others remain unchanged.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By: 
Date: 4-19-21
Company Name: TCR

Fax to: 475-1727 or 472-4217
Email to: gsaprourement@gsadoa.guam.gov



LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HAGA)

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

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES AGENCY

AHENSAN SETBISION HINIRAT
148 ROUTE 1 SOUTH MARINE CORPS DRIVE, PTTI, GU 96915
TELEPHONE: (671) 475-1707/1708
FAX: (671) 472-4217/1727
EMAIL: GSAPROUREMENT@GSADOA.GUAM.GOV
WEBSITE: WWW.GSA.GOA.GUAM.GOV



EDWARD M. BIRN
DIRECTOR (DIREKTOT)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOT)

April 19, 2021

Invitation For Bid

GSA-023-21

Repair and Maintenance of Northern Region Swimming Pool Dededo Sports Complex

NOTICE TO ALL PROSPECTIVE BIDDERS

A **second site visit** is scheduled for Wednesday, April 21st at 9:00am.
Meeting location will be at the Dededo Sports Complex Swimming
Pool.


Claudia S. Acfalle
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By: 

Date: 4-19-21

Company Name: _____

Fax to: 475-1727 or 472-4217

Email to: gsaprourement@gsadoa.guam.gov



EDWARD M. BIRN
Director (Direktor)

BERNADINE C. GINES
Deputy Director (Sigunda Direktor)

DEPARTMENT OF ADMINISTRATION

DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES DIVISION



LOURDES A. LEON GUERRERO
Governor (Maga'håga)

JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'åhi)

April 08, 2021

INVITATION FOR BID: GSA-023-21

REPAIR AND MAINTENANCE OF THE NORTHERN REGION SWIMMING POOL DEDEDO SPORTS COMPLEX

NOTICE TO ALL PROSPECTIVE BIDDERS

A "SITE VISIT" IS BEING SCHEDULED TO BE CONDUCTED ON APRIL 12, 2021
AT 9:00AM MEETING LOCATION WILL BE AT THE DEDEDO SPORTS
COMPLEX SWIMMING POOL.

Note: Pursuant to the Pandemic of Corona Virus (COVID-19), GSA adheres with the "Social Distancing" under the Emergency Executive Orders 2020-003 through 2020-48. GSA kindly ask for your cooperation in the matter, to limit your company's representatives to the following:

Site Visits: *Limitation of no more than (2) representative*

***Note: Vendors can use their phones to have the other representative required during the "Site Visit"**

CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print	
ACKNOWLEDGEMENT COPY (to fax to GSA)	
Received By:	
Date:	4-9-21
Company Name:	TCR -
Fax to: 475-1727 or 472-4217	
E-mail to: gsaprocurement@gsadoa.guam.gov	



EDWARD M. BIRN
Director (Direktat)

Deputy Director (Sigunda Direktat)

DEPARTMENT OF ADMINISTRATION

DEPARTAMENTON Aministrasion

GENERAL SERVICES AGENCY

AGENCIA SERBISIOH HENERAL

AGENCIA SERBISIOH HENERAL



LOURDES A. LEON GUERRERO
Governor (Maga'håga)

JOSHUA F. TENORIO
Lt. Governor (Sigunda Maga'låhi)

April 07, 2021

INVITATION FOR BID

GSA-023-21 REPAIR AND MAINTENANCE OF NORTHERN REGION SWIMMING POOL DEDEDO SPORTS COMPLEX

AMENDMENT #1

1. Amend to change on page 2 of 37 the following:

From:

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 4/07/21 close of business at 5:00pm.

To Now Read:

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 4/16/21 close of business at 5:00pm.

2. Amend to change "Bid Opening" date from: April 15, 2021 at 10:00am to now read: April 30, 2021 At 2:00pm

All others remain unchanged.


1 CLAUDIA S. ACFALLE
Chief Procurement Officer

EXHIBIT “5”

Accountability * Impartiality * Competence * Openness * Value

BID STATUS

"REVISED 9/27/21"

JJ GLOBAL SERVICES

Attn: Luis E. Bustamante, Owner

215 Rojas St., Suite 1A Harmon Industrial Park,
Harmon, Guam 96929

Tel: (671) 632-1179 / Fax: (671) 632-3550

Email: luis.bustamante@jjglobal.services; ailen@jjglobal.services

BID INVITATION NO.: GSA-023-21

OPENING DATE: June 8, 2021

REPAIR AND MAINTENANCE OF NORTHERN REGION RECREATIONAL SWIMMING POOL, DEDEDO SPORTS COMPLEX

The following is the result of the above-mentioned bid. Refer to the items checked below.

Cancelled (in its entirety), or partially cancelled due to:

- Insufficient funds;
- Change of specifications; or
- Insufficient number of bidders.

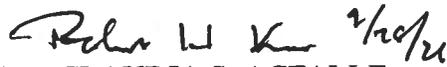
Rejected due to:

- Late submission of bid;
- No bid security or insufficient bid security;
- Not meeting the delivery requirement as stated in the IFB;
- Non-conformance with requirement of IFB;
- High price**
- Others

REMARKS:

Bid recommended for award: Total Chemical Resources in the total amount of \$396,506.76

REMARKS: Thank you for your participation with this bid. Please send your authorized representative to pickup your original bid status and cashier check/bid bond or Standby Letter of Credit.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received by: _____

Date: _____

Company Name: _____

Fax To: 475-1727 or 472-4217
Email To: gsaprourement@gsadoa.guam.gov

EXHIBIT “6”



October 6, 2021

To: GENERAL SERVICES AGENCY
148 Route 1 Marine Drive, Piti Guam 96915
Attn: CLAUDIA ACFALLE (Chief Procurement Officer)

Re: GSA-023-21 Protest Letter
Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex

Hafa Adai GSA Team,

We are in receipt of your Bid Status rejecting our bid submission due to "high price" emailed September 28, 2021, at 7:47PM and read the next business day on September 29, 2021. Exercising our rights under Guam law, we hereby protest the decision of the Agency to recommend the award to Total Chemical Resources. The basis of such protests reflected under General Terms and Conditions of the Government of Guam are as reflected below:

Violation of Item #6: Compliance with Specifications and other Solicitation Requirements:

"Bidders shall comply with all specifications and other requirements of the Solicitation"

As reflected Page 1, under Special Reminders to Prospective Bidders, pertinent data of the

"Submission of Current Business License / Contractor's License / Specialty License in reference to supplies or services for this Bid"

and read,

"Failure to comply with the above requirements may be cause for disqualification and rejection of the bid."

FOIA response attachments dated June 9, 2021 may have reflected Total Chemical Resources their Business License showing Pool Maintenance and Repair of Equipment and General Building Contractors License of their RME's, but the Technical Specifications of this IFB requires other Specialty Licenses as reflected on Bid Specifications.

Responses that our firm received from Guam Contractor's License Board on June 16, 2021 and forwarded to your Agency on June 18, 2021 (see below) clearly stipulates that Total Chemical Resources "do not" have specialty classifications which is deemed necessary in furnishing the requirements of this Solicitation.

Based on the foregoing, JJ Global Services remains the lowest responsive and responsible bidder for this IFB. Therefore, pursuant to 2 GAR, Div. 4 §3116 which highlights above all qualifications.

"b. The ability, capacity, and skill of the bidder to perform"

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

***“d. The quality of performance of the Bidder with regards to awards previously made to him”
“e. The previous and existing compliance by the Bidder with laws and regulations relative to procurement”.***

JJ Global Services should be awarded the contract in reference to this IFB.

As initially mentioned in the beginning of this protest, GSA is reminded that JJ Global Services has made this timely protest and that any further action in this procurement by GSA is stayed until this Protest is resolved.

Sincerely,

Luis E. Bustamante
President/Owner

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



CONTRACTORS LICENSE BOARD

Inetnon Malisensiayen Kontratista

542 North Marine Corp Drive A. – Tamuning, Guam 96913
649-2211, 649-9676, 649-2210(Fax)



LOURDES A. LEON GUERRERO
GOVERNOR

JOSHUA F. TENORIO
LT. GOVERNOR

CECIL "Buddy" L. ORSINI
EXECUTIVE DIRECTOR

June 16, 2021

To: Luis Bustamante
P.O. Box 217881, GMF
Barrigada, Guam 96921

Re: **SUNSHINE REFORM ACT REQUEST FOIA**

Buenas Yan Saludas!

Dear Mr. Bustamante:

This is in response to your email dated June 11, 2021, reference the Sunshine Reform Act FOIA regarding license information for the following companies:

- Ronald Ocampo - R & E Builders – Licensed for B (General Building)
- Don Donald Plaza - D.B. P. Construction – Licensed for B (General Building)

Both companies do not have the following specialty classifications:

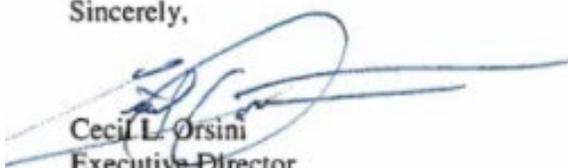
- C13 (Electrical)
- C37 (Plumbing)
- C49 (Swimming Pool)

From researching in our records files the following companies Guahan Clean Masters 1 and Total Chemical Resources, Inc. are not licensed with the Contractors Licensed Board.

Should you have any questions or concerns, please do not hesitate to contact me at 671-649-2215 or email me at cecil.orsini@clb.guam.gov.

Un dangkulu na Si Yu'os Ma ãse!

Sincerely,


Cecil L. Orsini
Executive Director

Copy to: File

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

EXHIBIT “7”



DEPARTMENT OF ADMINISTRATION

Depattamenton Atmenestrasion

P.O. Box 884 Hagatna, Guam 96932



EDWARD M. BIRN
DIRECTOR (DIREKTOT)

BERNADINE C. GINES
DEPUTY DIRECTOR
(SIGUNDO DIREKTOT)

DIRECTOR'S OFFICE
(UFISINAN DIREKTOT)
TELEPHONE (TELEFON): (671) 475-1101/1250

LOURDES A. LEON GUERRERO
GOVERNOR (MAGA'HÀHA)

JOSHUA F. TENORIO
LIEUTENANT GOVERNOR
(SEGUNDO MAGA'LÀHI)

October 21, 2021

Via email – jjg@teleguam.net

Mr. Luis E. Bustamante, President
JJ Global
P.O. Box 217881
GMF Barrigada Guam 96921

Re: Protest Letter dated October 6, 2021: Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex; GSA-023-21
Mr. Bustamante:

This serves to respond to JJ Global's October 6, 2021 protest in regards to the General Services Agency's (GSA) above referenced Invitation for Bid for the Repair and Maintenance of Northern Region Recreational Swimming Pool, Dededo Sports Complex. GSA finds that your protest is without merit.

JJ Global's protest is based on Total Chemical Resources failure to submit a specialty license in reference to supplies or services for this bid. JJ Global acknowledges and recognizes, through a FOIA request made with the Contractor's License Board on June 9, 2021, a valid Total Chemical Resources Pool Maintenance and Repair of Equipment and General Building Contractor's business license.

Pursuant to 21 GCA §70107 (c) This section shall not prohibit a specialty contractor from taking and executing a contract involving the use of two (2) or more crafts or trades, if the performance of the work in the crafts or trades, other than in which the specialty contractor is licensed, is less than thirty-five percent (35%) and supplemental to the performance of work in the craft for which the specialty contractor is licensed. As clarified by Mr. William Stinnett with the Department of Parks and Recreation, the percentage for electrical will work is approximately 10%-15% of the total task. (See Attached)

GSA's response is, such that, Total Chemical Resources bid is responsive. The bid confirms in all material respects to the Invitation for Bid in accordance to 5GCA §5201 (g).

This is a final decision concerning your protest of the above referenced GSA-023-21. You are hereby advised that you have the right to seek any administrative or judicial review as authorized law. If you appeal to the Office of Public Accountability, such must be filed within 15 days of this notice of final decision. 5GCA §5425 (e). Please contact me if you have any questions.

Sincerely,


Anita Cruz
Chief Procurement Officer, Acting

Please Print
Acknowledgement Copy (Re-Fax to GSA)

Received By _____
Date _____
Company Name _____
Fax to: 475-1717 or 472-4312
Email to: gspacomm@procure.guam.gov

Anita Cruz

From: William Stinnett <william.stinnett@dpr.guam.gov>
Sent: Monday, October 18, 2021 4:04 PM
To: Anita Cruz; Christine M. Olkeriil
Subject: Northern Pool Electric Percentage

Hi Anita,

The percentage for the total bid for the Northern Sports Complex Pool that will go towards Electrical (lights inside the pool and the lights outside the pool) will be about 10-15%.

Let me know if I answered your question and if I need to clarify any other information let me know.

Thanks, William Stinnett