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Attorney for Purchasing Agency Guam Community College

**BEFORE THE PUBLIC AUDITOR
 PROCUREMENT APPEALS
 TERRITORY OF GUAM**

In the Matter of)	Appeal No. OPA-PA-21-013
)	
JJ Global Services,)	
)	
Appellant,)	AGENCY REPORT
)	
and)	
)	
Guam Community College)	
)	
Purchasing Agency.)	

Pursuant to 2 GAR 4 § 12104(c)(3) and § 12105, Purchasing Agency Guam Community College ("GCC") submits its Agency Report for the above-captioned appeal.

- Tab 1 Statement Answering Allegations of Appeal
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- Tab 10 Pertinent Pages of Invitation for Bids GCC-FB-21-009

Respectfully submitted November 15, 2021.

CABOT MANTANONA LLP
Attorneys for Purchasing Agency
Guam Community College

By:



REBECCA J. WRIGHTSON

Appeal No. OPA-PA-21-013

**Agency Report
Tab 1**

Statement Answering Allegations of Appeal

CABOT MANTANONA LLP

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Attorney for Purchasing Agency Guam Community College

**BEFORE THE PUBLIC AUDITOR
PROCUREMENT APPEALS
TERRITORY OF GUAM**

In the Matter of)	Appeal No. OPA-PA-21-013
)	
JJ Global Services,)	
)	PURCHASING AGENCY’S STATEMENT
Appellant,)	ANSWERING ALLEGATIONS OF APPEAL
)	
and)	
)	
Guam Community College)	
)	
Purchasing Agency.)	

Pursuant to 2 GAR 4 § 12105(g), Purchasing Agency Guam Community College (“GCC”) submits this Statement answering the allegations of Appellant JJ Global Services’ (“JJ Global”) above-captioned Appeal. (See Notice of Appeal [cited “Appeal”] (Oct. 27, 2021).)

BACKGROUND

On May 13, 2021, GCC issued Bid Invitation No. GCC-FB-21-009 (“IFB”) for a design-build concept for replacing Building 900’s metal awning structure (the “Project”) that required a completion time of ninety days inclusive of the “building permit process and material lead time,” and pricing for two options for the material: Option 1 being black iron and Option 2 being galvanized iron. (See Agency Report [cited “AR”], Tab 10 at 001-02, 030-31.) At the Bid Opening on the morning of June 3, two bidders submitted bid packets for the

solicitation: JJ Global, and Clayarch, Inc. (See AR, Tab 8.) That evening about 6:00 p.m., JJ Global sent a letter to GCC attempting to “correct an error” in the pricing offered in its bid packet.¹ (See AR, Tab 7 at 024-25.) The next day, GCC advised JJ Global that its bid prices could not be changed (see *id.* at 022-23), in accordance with the law, see 5 GCA § 5211(f); 2 GAR 4 § 3109(m).

After evaluation of the bid packets, on July 2, 2021, GCC sent a Notice of Intent to Award to JJ Global that contained a list of items required prior to awarding the contract for Option 2 galvanized iron in the amount of \$163,263.84.² (See AR, Tab 5 at 061.) JJ Global provided these items via email on July 16 and hand-delivery on July 19. (See *id.* at 049-55.)

On July 27, 2021, GCC emailed to JJ Global a bid award letter advising that the date for both the contract award and notice to proceed is July 27, 2021 and attached the formal contract for JJ Global’s signature — it was already signed by GCC. (See AR, Tab 5 at 043-48 & Tab 6.) On July 28, GCC emailed to JJ Global the purchase order for the Project. (See *id.*) Although JJ Global received the award letter, formal contract and purchase order (see AR, Tab 5 at 043-47), JJ Global did not sign and return the formal contract. Instead, for the next several weeks, JJ Global questioned items and requirements clearly set forth in the IFB (see *id.* at 040-42), requested extensions of the Project’s completion date (see *id.* at 035-39) and

¹ JJ Global’s bid packet offered a total price of \$179,590.24 for Option 1 black iron, and a total price of \$163,263.84 for Option 2 galvanized iron. (See AR, Tab 9 at 016-17.) JJ Global’s letter indicated that it wanted for these prices to be the other way around with the galvanized iron price being the higher price. (See AR, Tab 7 at 025.)

² In its Appeal, JJ Global puzzlingly highlights the “Updated CPM Chart” on the list of required items in the Notice of Intent to Award (“NOIA”), and its June 25 email responding to matters being clarified during the bid packets’ evaluation and July 6 letter responding to the NOIA. (See Appeal at 2-3.) Notably, in its June 25 email, JJ Global responded to a query regarding its CPM Chart that it “[w]ill just need to input Start Days in the equation” (see AR, Tab 7 at 005-10) — i.e., an “Updated CPM Chart.”

requested to add language to the formal contract regarding an extension of the Project's completion date (*see id.* at 024-28).

The below timeline shows communications between GCC and JJ Global from the date GCC informed JJ Global of the award.

July 27, 2021	<ul style="list-style-type: none"> • GCC emailed to JJ Global the award letter dated July 26 and the formal contract already signed by GCC to take effect on July 27, 2021, stating that JJ Global needed to sign and return the formal contract; the letter further advised that the notice to proceed date is also July 27 with a 90-day completion date of October 24 (<i>see AR, Tab 5 at 043-44 & Tab 6</i>)
July 28, 2021	<ul style="list-style-type: none"> • GCC emailed to JJ Global the purchase order for the Project (<i>see AR, Tab 5 at 048 & Tab 6</i>)
July 29, 2021	<ul style="list-style-type: none"> • JJ Global via email acknowledged receipt of the award letter and formal contract and attached a letter requesting that the notice to proceed date should not be until after the building permit is received from GCC and noting that 2 days have already passed since the notice to proceed (<i>see AR, Tab 5 at 043-47</i>) • GCC via email granted a 2-day extension to coincide with JJ Global's acknowledgment of receipt; advised that the IFB's Scope of Work ("SOW") states that the 90-day completion time includes the permit process; noted that an extension can be requested if the permit process takes longer than JJ Global anticipated when it submitted its bid; reminded to pick up the original award letter, formal contract and purchase order; and asked if JJ Global will be able to comply and perform the work required for the Project (<i>see AR, Tab 5 at 043</i>)
Aug. 3, 2021	<ul style="list-style-type: none"> • JJ Global emailed GCC a letter stating "JJ Global will be complying and is qualified to perform the work required as stipulated in the Original Bid Offering" and asking where to find "specifications" about the building permit in the IFB's SOW³ (<i>see AR, Tab 5 at 041-42</i>)

³ Notably, the CPM chart in JJ Global's bid packet provided 14 days for "Application for Building Permit & other licenses" (*see AR, Tab 9 at 041*), as did the updated CPM Chart that JJ Global provided immediately prior to award (*see Procurement Record [cited "PR"], Tab 11 at 370*).

Aug. 4, 2021	<ul style="list-style-type: none"> • GCC emailed JJ Global advising that page 3 of the SOW states “Contractor’s timeline to complete the project within ninety (90) consecutive calendar days upon receipt of a purchase order and inclusive of the building permit process and material lead time” and noting that an extension can be requested if the permit process takes longer than JJ Global anticipated when it submitted its bid (<i>see</i> AR, Tab 5 at 040) • JJ Global picked up from GCC the originals of the award letter, formal contract and purchase order (<i>see</i> AR, Tab 5 at 001, 035 & Tab 6)
Aug. 6, 2021	<ul style="list-style-type: none"> • JJ Global emailed GCC a letter requesting a 15-day extension of the completion date, stating that the drawings/designs for the Project will take 2 weeks to complete⁴ and thereafter will be provided to GCC (<i>see</i> AR, Tab 5 at 35-39) • GCC replied acknowledging receipt and following-up on JJ Global signing and returning formal contract (<i>see</i> AR, Tab 5 at 035)
Aug. 9, 2021	<ul style="list-style-type: none"> • JJ Global emailed GCC advising that the formal contract will be expedited via the postal service to JJ Global’s President/CEO Luis E. Bustamante because he was currently off-island (<i>see</i> AR, Tab 5 at 033) • JJ Global emailed GCC asking if the request for an extension was approved (<i>see</i> AR, Tab 5 at 031) — GCC did not approve the extension⁵ (<i>see id.</i> at 001)
Aug. 11, 2021	<ul style="list-style-type: none"> • JJ Global’s President/CEO Mr. Bustamante attended an on-site meeting at GCC with JJ Global’s employees but did not submit the signed formal contract (<i>see</i> AR, Tab 5 at 029)
Aug. 25, 2021	<ul style="list-style-type: none"> • GCC emailed JJ Global following-up on return of the signed formal contract and the drawings/designs for the Project that should have been submitted by August 23, and asking again if JJ Global is able to carry out the required work as stated in the IFB and complete the Project (<i>see</i> AR, Tab 5 at 029)

⁴ Notably, the CPM chart in JJ Global’s bid packet provided 7 days for the “Design Phase.” (AR, Tab 9 at 041.)

⁵ The IFB’s Scope of Work (“SOW”) included the drawings/design in the required 90-day completion time for the Project. (*See* AR, Tab 10 at 018.)

Aug. 26, 2021	<ul style="list-style-type: none"> • JJ Global emailed GCC a letter that requested to add terms to the formal contract regarding extending the completion date for delays due to building permits, weather and the pandemic “including but not limited to, materials not on island” and informed “Once the contract reflects this understanding, we can execute” (<i>see</i> AR, Tab 5 at 024-28)
Aug. 30, 2021	<ul style="list-style-type: none"> • GCC replied to JJ Global that the request to add terms to the formal contract was not approved and the signed formal contract must be received by GCC no later than 5:00 p.m. on August 31, and noted that GCC still had not received the drawings/designs for the Project (<i>see</i> AR, Tab 5 at 020)
Sep. 10, 2021	<ul style="list-style-type: none"> • GCC received an email from JJ Global that included the drawings/designs for the Project (<i>see</i> AR, Tab 5 at 016-19)
Sep. 22, 2021	<ul style="list-style-type: none"> • GCC emailed JJ Global advising “since JJ Global has not submitted the signed contract, the purchase order is cancelled” (<i>see</i> AR, Tab 5 at 011)
Oct. 5, 2021	<ul style="list-style-type: none"> • JJ Global submitted its Protest Letter arguing that it did not need to sign the formal contract because, according to the IFB, “the July 27, 2021 award to JJ Global resulted in a binding contract without further action by either GCC or JJ Global” (<i>see</i> AR, Tab 4)
Oct. 12, 2021	<ul style="list-style-type: none"> • GCC emailed, and attempted to hand-deliver, to JJ Global its Response denying the Protest (<i>see</i> AR, Tab 3)
Oct. 27, 2021	<ul style="list-style-type: none"> • JJ Global filed the instant Procurement Appeal

GCC forwarded the formal contract to JJ Global on July 27, 2021, requesting JJ Global to sign and return. (*See* AR, Tab 5 at 043-44.) After enduring over eight weeks of JJ Global’s delays and evasion (*see* above timeline), on September 22, GCC cancelled the purchase order since JJ Global still had not signed and returned the formal contract. (*See id.* at 011.) On October 5, 2021, JJ Global submitted a “Protest Letter” to GCC that states:

JJ Global protests GCC’s September 22, 2021 cancellation of the award and purchase order for IFB No. GCC-FB-21-009. JJ Global’s signature of [sic] the proposed contract referenced in your email is not grounds to cancel or

terminate the award. Paragraph 29 of the Instructions of the GCC-FB-21-009 states in pertinent part:

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

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

(AR, Tab 4 at 008 (emphasis in original; bold emphasis omitted).)

On October 12, 2021, GCC denied the Protest because (1) “termination of a contract is not valid grounds for a protest under Guam’s procurement laws,” *see* 5 GCA § 5425(a); 2 GAR 4 § 9101(c), as “[c]ontract disputes are resolved through a different procedure,” *see* 5 GCA § 5427, and (2) assuming *arguendo* that “JJ Global could protest termination of its contract,” JJ Global’s protest was untimely under 5 GCA § 5425(a) because JJ Global knew of the facts giving rise to the issues far more than 14 days prior as GCC first provided the formal contract to JJ Global for signature and return on July 27 and finally required return of the signed contract by August 31 — respectively, 70 and 35 days before JJ Global’s submitted its protest on October 5. (*See* AR, Tab 3 at 002-3.) On October 27, JJ Global filed its Notice of Appeal with the Public Auditor. (*See* Appeal.)

As explained below, the instant Appeal is not properly before the Public Auditor and, in any event, JJ Global’s Appeal lacks merit.

RESPONSE TO JJ GLOBAL'S ALLEGATIONS IN THE APPEAL

At the outset, as explained in GCC's Motion to Dismiss filed November 9, 2021, the Public Auditor lacks jurisdiction over this Appeal because it is not properly before him. *See* 5 GCA § 5703(a); 2 GAR 4 § 12103(a). JJ Global's Protest is not a valid protest as it argues a contract dispute; contract controversies are resolved by a different procedure that JJ Global has not even commenced, let alone exhausted. And, even if valid, JJ Global's Protest is untimely because the grounds were known to JJ Global almost two months before it submitted its Protest to GCC. To ensure preservation for the record, the arguments in GCC's Motion to Dismiss for Lack of Jurisdiction are also presented below.

Furthermore, in its Appeal, JJ Global does not address, let alone dispute, the reasons that GCC denied its Protest. (*See* Appeal at 4.) Rather, JJ Global complains that "cancellation of the procurement and award of contract is in violation of the terms of the IFB and Guam procurement law" without citing any applicable law. (*Id.*) The laws that are cited by JJ Global do not apply to the instant matter. (*See id.* at 4 (citing 5 GCA § 5225, 2 GAR 4 § 3115(b) & 5 GCA § 5211(f).) GCC cancelled a purchase order, not a solicitation. *Contra* 5 GCA § 5225 & 2 GAR 4 § 3115(b) (both for cancelling solicitations). And GCC did not cancel an award or contract "based on bid mistakes." 5 GCA § 5211(f). Indeed, JJ Global's Appeal presents no legal reason why GCC erred in denying its Protest. Moreover, JJ Global's Protest did not present any issue regarding violations of any law. (*See* PR, Tab 13 at 413.)

Accordingly, upon de novo review, the Public Auditor should either dismiss this Appeal for lack of jurisdiction or find the Appeal lacks merit and deny it. *See* 5 GCA § 5703(a); 2 GAR 4 § 12103(a).

A. This Matter Is Not Properly Before the Public Auditor Because JJ Global's Protest Argued a Contract Controversy, Which Is Resolved Through a Procedure that Was Never Commenced

The Procurement Code mandates that the "Public Auditor shall have the power to review and determine de novo any matter properly submitted to him." 5 GCA § 5703(a); 2 GAR 4 § 12103(a). A contract controversy appeal is properly before the Public Auditor after exhaustion of the contract dispute resolution procedure set forth in 5 GCA § 5427 and 2 GAR 4 § 9103, which has not happened here. *See, e.g., Mega United Corp. v. Guam Econ. Develop. Auth. ("GEDA")*, OPA-PA-17-007, Dec. re Mot. to Dismiss (Aug. 1, 2017) (concluding lack of jurisdiction over appeal because appellant failed to meet time periods within procedure for contract controversy resolution); *see also, e.g., 2 GAR 4 § 12103* (section titled: "Jurisdiction of the Public Auditor; *Exhaustion of Remedies*" (emphasis added)).

As detailed above, after enduring eight weeks of delay instigated by JJ Global, GCC cancelled the purchase order issued to JJ Global since JJ Global had not signed and returned the formal contract. In its "Protest Letter," JJ Global argued that it did not need to sign the formal contract because "pursuant to the terms of the IFB," a contract resulted from GCC issuing the award to JJ Global. (AR, Tab 4 at 008.) Thus, according to JJ Global, it had a contract with GCC. And in its "Protest Letter," JJ Global complained that "GCC may not terminate the contract . . . in violation of the terms of the IFB."⁶ (*Id.*) In short, JJ Global's "Protest Letter" complained of a dispute regarding a contract that JJ Global insisted arose by virtue of the award. Such is not valid subject matter for a protest.

⁶ Ironically, JJ Global seemed destined to be in substantial breach of the contract it contends resulted from the award as JJ Global did not submit the drawings/designs until almost halfway through the required 90-day completion time for the Project. (*See supra* at 3-5.)

Protests are governed by 5 GCA § 5425 and involve “the method of source selection, solicitation or award of a contract.” 5 GCA § 5425(a). After the award, 5 GCA § 5427 “applies to controversies between the Territory and a contractor and which arise under, or by virtue of, a contract between them.” 5 GCA § 5427(a).

Here, GCC emailed to JJ Global a bid award letter advising that the date for both the contract award and notice to proceed is July 27, 2021 and attached the formal contract for JJ Global’s signature — it was already signed by GCC. (*See* AR, Tab 5 at 043-44 & Tab 6.) JJ Global contends that “pursuant to the terms of the IFB,” a binding contract automatically resulted from the award that “GCC may not terminate.” (*See* AR, Tab 4 at 008.) Thus, JJ Global contends that there is a contract between it and GCC. Contract controversies are resolved pursuant to 5 GCA § 5427 and the accompanying regulation 2 GAR 4 § 9103. Contract controversies are not resolved by filing a protest, which is what JJ Global did. In other words, JJ Global complained of a contract dispute but did not follow the procedure for resolution of contract controversies.

Because JJ Global’s Protest Letter argued a contract controversy and JJ Global did not exhaust the procedure for resolving contract controversies, this matter is not properly submitted to the Public Auditor under 5 GCA § 5703. *See, e.g., Mega United. v. GEDA*, OPA-PA-17-007, Dec. re Mot. to Dismiss at 4-5 (Aug. 1, 2017).

Accordingly, the Public Auditor should dismiss this Appeal for lack of jurisdiction.

B. Even If Valid Subject Matter for a Protest, the Public Auditor Lacks Jurisdiction to Consider the Instant Appeal Because, Without Question, JJ Global’s Protest Was Untimely

The Public Auditor has determined that issues not timely protested to the purchasing agency are not properly before him; therefore, he lacks jurisdiction to hear such issues on

appeal. *See, e.g., Pacific Data Sys. v. Guam Housing and Urban Renewal Auth. ("GHURA")*, OPA-PA-21-001, Dec. & Order re Mot. to Dismiss for Lack of Juris. (July 16, 2021); *PTI Pacifica dba IT&E ("IT&E") v. Guam Power Auth. ("GPA")*, OPA-PA-19-008, Dec. (Sep. 26, 2019); *Flame Tree Freedom Ctr. v. GHURA*, OPA-PA-19-006, Dec. & Order re Mot. to Dismiss for Lack of Juris. (Aug. 6, 2019); *see also DFS Guam L.P. v. The A.B. Won Pat Int'l Auth. Guam ("GIAA")*, 2020 Guam 20 ¶¶ 84-89. Assuming arguendo the validity of the subject matter for a protest, GCC denied JJ Global's Protest as untimely because JJ Global knew of the issue argued therein for several weeks longer than the 14-day limitation period mandated by law. (*See* AR, Tab 3 at 004.) JJ Global does not address timeliness in its Appeal. (*See generally* Appeal.)

The statute governing protests mandates: "The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should know of the facts giving rise thereto." 5 GCA § 5425(a). Regarding when the 14-day limitation period begins to run, the Public Auditor, quoting Guam's Supreme Court, recently held that

"when alleged misconduct forms the basis of a procurement protest, the time runs from the date on which the protesting party first learned of the purported misconduct." *Id.* ¶ 89. *A protest filed more than 14 days after the disappointed offeror or bidder had notice of the grounds for the protest is barred as untimely. This is true "even if no contract has yet been awarded, even if the protest was filed within 14 days of the agency's selection of bidders or offerors, and even if the protestant did not subjectively understand or appreciate the ground of protest."* *Id.* ¶ 87

Pacific Data Sys. v. GHURA, OPA-PA-21-001, Dec. & Order re Purch. Agency's Mot. to Dismiss for Lack of Juris. at 3-4 (July 16, 2021) (quoting *DFS Guam v. GIAA*, 2020 Guam 20) (emphasis added). In other words, the 14-day clock begins to run when the protestor had notice of grounds for the issues argued in its protest. *See id.*

Here, even if a valid protest, there is no question that the sole issue in JJ Global's Protest was untimely. Relying on language in Paragraph 29 of the IFB's General Terms and Conditions, JJ Global's Protest argues that "JJ Global's signature of [sic] the proposed [formal] contract . . . is not grounds to cancel or terminate the award" because "pursuant to the terms of the IFB, the July 27, 2021 award to JJ Global resulted in a binding contract without further action by either GCC or JJ Global." (AR, Tab 4 at 008.) Without question, JJ Global was on notice of these grounds nearly ten weeks before submitting its Protest on October 5, 2021

In the very same July 27, 2021 email to JJ Global attaching the award letter, GCC also provided the formal contract already signed by GCC and requested that JJ Global sign and return it. (*See* AR, Tab 5 at 043-44.) JJ Global acknowledged receipt via email on July 29 (*see id.* at 043-47) and, on August 4, picked up from GCC the original of the formal contract (*see id.* at 001, 035). August 6 was the first of several times that GCC followed up on JJ Global signing and returning the formal contract. (*See id.* at 035.) On August 26, JJ Global emailed a letter to GCC requesting to add language to the formal contract regarding extensions of the completion date.⁷ (*See id.* at 024-28.) And on August 30, GCC replied to JJ Global advising that its request to add language was not approved and that JJ Global must sign and return the formal contract to GCC by 5:00 p.m. on August 31. (*See id.* at 020.)

Thus, JJ Global has known that GCC wanted a signed formal contract *since the end of July 2021* and therefrom its 14-day protest clock started to run. JJ Global, however, did not file its Protest *until October 5, 2021* — *more than two months* after JJ Global "had notice of the

⁷ JJ Global's letter informed: "Once the contract reflects this understanding, we can execute." (AR, Tab 5 at 028.)

grounds for the protest.” *Pacific Data Sys. v. GHURA*, OPA-PA-21-001, Dec. & Order re Mot. to Dismiss for Lack of Juris. at 4 (July 16, 2021).

Accordingly, JJ Global’s Protest was untimely and the Public Auditor lacks jurisdiction over the instant Appeal. *See id.*; *IT&E v. GPA*, OPA-PA-19-008, Dec. (Sep. 26, 2019); *Flame Tree v. GHURA*, OPA-PA-19-006, Dec. re Mot. to Dismiss for Lack of Juris. (Aug. 6, 2019).

C. In Any Event, the Laws that JJ Global Complains GCC Violated Are Not Applicable to the Instant Appeal; Nor Did JJ Global Present Any Law Violations in Its Protest

Although JJ Global did not mention any violations of law in its Protest, JJ Global now complains that GCC violated 5 GCA § 5225, 2 GAR 4 § 3115(b) and 5 GCA § 5211(f). (*See* Appeal at 4.) JJ Global is wrong. These laws are not applicable to the instant matter.

Both 5 GCA § 5225 and 2 GAR 4 § 3115(b) apply to the cancellation of *solicitations*. *See* 5 GCA § 5225 (“[a]n Invitation for Bids, a Request for Proposals, or other solicitation may be cancelled”); 2 GAR 4 § 3115(a) (“[t]he provisions of this Section shall govern the cancellation of any solicitations”). Indeed, both sections are titled “Cancellations of Invitations for Bids or Requests for Proposals.” *See id.*

Here, GCC did not cancel a solicitation. After enduring eight weeks of JJ Global’s delays and evasion regarding the contract it was awarded and the work required thereunder (*see supra* at 3-5), GCC cancelled *the purchase order* issued to JJ Global since JJ Global still had not signed and returned the formal contract. (*See* AR, Tab 5 at 011.) Thus, because GCC did not cancel a solicitation, 5 GCA § 5225 and 2 GAR 4 § 3115(b) are inapposite to this matter.

Likewise, 5 GCA § 5211(f) is inapposite by its language. This law applies to “[c]orrection or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts *based on such bid mistakes*” and instructs that “all

decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination.” 5 GCA § 5211(f) (emphasis added). In other words, this law applies when a bidder or contractor made a mistake in its bid and requests to correct that mistake, withdraw its bid or not enter a contract based on its mistake. Such did not happen here.⁸

Here, as explained above, GCC cancelled *the purchase order* issued to JJ Global since JJ Global had not signed and returned the formal contract. (See AR, Tab 5 at 011.) Thus, contrary to JJ Global’s allegation (see Appeal at 4), a written determination was not required pursuant to 5 GCA § 5211(f) because an award was not cancelled based on a bid mistake.

Accordingly, 5 GCA § 5225, 2 GAR 4 § 3115(b) and 5 GCA § 5211(f) do not apply to the instant matter. Furthermore, JJ Global’s Protest did not present violations of any laws. (See AR, Tab 4 at 008.) Issues not timely protested to the agency are not properly before the Public Auditor on Appeal. See *Pacific Data Sys. v. GHURA*, OPA-PA-21-001, Dec. & Order re Mot. to Dismiss for Lack of Juris. (July 16, 2021); accord *DFS Guam v. GIAA*, 2020 Guam 20 ¶ 60 (“It would be logically inconsistent for us to find that a party must timely protest each individual claim or be jurisdictionally barred from bringing it, but also find that a party need not exhaust its protest rights with respect to that same claim.”).

⁸ In the evening after the Bid Opening, JJ Global did attempt to “correct an error” in the pricing offered in its bid packet. (See AR, Tab 7, 024-25.) GCC “advised that the bid prices received from JJ Global cannot be changed after the Bid Opening.” (*Id.* at 022). Thus, GCC followed the law regarding changes in prices after the bid opening. See 2 GAR 4 § 3109(m)(4); 5 GCA § 5211(f).

RECOMMENDATIONS

For the foregoing reasons, GCC recommends that the Public Auditor:

- (1) Find that JJ Global's Protest argued a contract controversy and JJ Global did not exhaust the procedure for resolving contract controversies.
- (2) Find that the Public Auditor lacks jurisdiction over JJ Global's Appeal because JJ Global failed to exhaust the procedure for resolving contract controversies.
- (3) Find that JJ Global's Protest was untimely.
- (4) Find that the Public Auditor lacks jurisdiction over JJ Global's Appeal because JJ Global failed to timely submit its Protest to GCC.
- (5) Dismiss JJ Global's Appeal for lack of jurisdiction.
- (6) Find that JJ Global's Appeal lacks merit.
- (7) Deny all relief requested by JJ Global.
- (8) Find that JJ Global's Protest was frivolous and assess GCC's costs and attorney fees against JJ Global. *See* 5 GCA § 5425(h)(2).

Respectfully submitted November 15, 2021.

CABOT MANTANONA LLP
Attorneys for Purchasing Agency
Guam Community College

By: 
REBECCA J. WRIGHTSON

Appeal No. OPA-PA-21-013

**Agency Report
Tab 2**

Declaration re Court Action

CABOT MANTANONA LLP
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Attorney for Purchasing Agency Guam Community College

**BEFORE THE PUBLIC AUDITOR
PROCUREMENT APPEALS
TERRITORY OF GUAM**

In the Matter of)	Appeal No. OPA-PA-21-013
)	
JJ Global Services,)	
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)	PURCHASING AGENCY'S
Appellant,)	DECLARATION RE COURT ACTION
)	
and)	
)	
Guam Community College)	
)	
Purchasing Agency.)	
_____)	

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Auditor will not take action on any appeal where action concerning the protest or appeal has commenced in any court. The undersigned does hereby confirm that to the best of her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to, and the undersigned party agrees to, notify the Office of the Public Auditor within twenty-four hours if court action commences regarding this Appeal or the underlying procurement action.

Dated: November 15, 2021

CABOT MANTANONA LLP
Attorneys for Purchasing Agency
Guam Community College

By: 
REBECCA J. WRIGHTSON

Appeal No. OPA-PA-21-013

**Agency Report
Tab 3**

Protest Decision

Joleen Evangelista

From: gccpresident@guamcc.edu
Sent: Tuesday, October 12, 2021 5:55 PM
To: luis.bustamante34@gmail.com; aileen@jjglobal.services
Cc: joleen.evangelista@guamcc.edu; 'Rodilyn Gerardo'
Subject: P2101070 GCC-FB-21-009, Replacement of Building 900 Metal Awning Structure
Attachments: Letter to JJ Global Oct 2021.pdf

Mr. Bustamante and Ms. De Dios,

Please see the attached response to JJ Global's letter dated October 5, 2021.

Please note that an attempt to hand deliver the letter was made this afternoon by Ms. Shirley August however, the letter was rejected by the front office personnel. At 4:20 pm, Ms. August received a call advising that the letter can be dropped off since you and Ms. De Dios were back in the office. Per the discussion with Ms. De Dios, GCC will re-deliver the original letter tomorrow.

Please acknowledge receipt of this letter ASAP or by 12Noon October 13, 2021.

Esther Muna

Private Secretary to the President
Guam Community College
P.O. Box 23069
Barrigada, Guam 96921
Tel: (671) 735-5700
www.guamcc.edu



E-mail administered by Guam Community College



OFFICE OF THE PRESIDENT

OCT 12 2021

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

Via Email to luis.bustamante34@gmail.com
and aileen@jjglobal.services

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

Dear Mr. Bustamante,

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

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

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

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

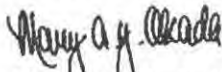
GUAMCOMMUNITYCOLLEGE
Email: gccpresident@guamcc.edu | Phone: (671) 753-5700 | www.guamcc.edu
Location: 1 Sesame Street, Mangilao, Guam

GCC PR0403
GCC ~ Agency Report ~ Tab 3 ~ AR002

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

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

Si Yu'os Ma'ase,



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

cc: Joleen Evangelista



OFFICE OF THE PRESIDENT

OCT 12 2021

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

ACKNOWLEDGMENT
COPY

Via Email to luis.bustamante34@gmail.com
and aileen@jjglobal.services

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

Aileen de Dios
10/17/21
10:35am

Dear Mr. Bustamante,

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

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

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

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

Appeal No. OPA-PA-21-013

**Agency Report
Tab 4**

Appellant JJ Global's Protest

Joleen Evangelista

From: Aileen de Dios <aileen@jjglobal.services>
Sent: Tuesday, October 5, 2021 9:51 AM
To: Joleen Evangelista
Cc: Luis E. Bustamante; Kit Casin; Virginia Tedpahogo; Julie Ulloa-Heath; Admin Assistant; Francisco 'Kiko' Palacios; Rodalyn Gerardo; Ambros Mori Rokop Jr.
Subject: Re: GCC-FB-21-009 Replacement of Bldg. 900 Metal Awning Structure
Attachments: GCC-FB-21-009 REPLACEMENT OF AWNING STRUCTURE - LETTER OF PROTEST .pdf

Hi Ms. Joleen,

Kindly refer to our formal response pursuant to your email below.
Thank you.

All the best,

Aileen de Dios
General Manager
<http://www.jjglobal.services/>
E: aileen@jjglobal.services
O: 671-632-1179
F: 671-632-3550

On Wed, Sep 22, 2021 at 4:37 PM Aileen de Dios <aileen@jjglobal.services> wrote:
Hafa Adai Ms. Joleen,

Confirming receipt of your email and our formal response forthcoming.
Thank you.

All the best,

Aileen de Dios
General Manager
<http://www.jjglobal.services/>
E: aileen@jjglobal.services
O: 671-632-1179
F: 671-632-3550

On Wed, Sep 22, 2021 at 12:27 PM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:

Ms. De Dios and Mr. Bustamante,

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

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

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

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

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

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

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

Ms. De Dios and Mr. Bustamante,

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

Please let me know if you have any questions.

Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

Ms. De dios and Mr. Bustamante,

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

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

Thank you.

Joleen M. Evangelista

Procurement & Inventory Administrator

From: Aileen de Dios [<mailto:aileen@jiglobal.services>]
Sent: Thursday, August 26, 2021 10:05 PM
To: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Cc: Kit Casin <kit.casin@jiglobal.services>; Virginia Tedpahogo <virginia@jiglobal.services>; Julie Ulloa-Heath <julie.ulloaheath@guamcc.edu>; Admin Assistant <admin@jiglobal.services>; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>; Rodaly Gerardo <rodalyn.gerardo@guamcc.edu>; Luis E. Bustamante <luis.bustamante34@gmail.com>
Subject: Re: Replacement of Bidg. 900 Metal Awning Structure

Hafa Adai Ms Joleen,

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

All the best,

Aileen de Dios

General Manager

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

E: aileen@jjglobal.services

O: 671-632-1179

F: 671-632-3550

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

Dear Mr. Bustamante and the JJ Global Services Team:

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

1. GCC needs the signed original contract by Mr. Luis Bustamante. On August 9, 2021, GCC was informed that he was off-island and that the signed contract would be submitted however, as of 8/25/2021 GCC has not received the signed contract. GCC Materials management Office has called to follow up by phone and in person however, it is Ms. Casin did not know status of the signed contract. The PO was acknowledged and received by JJ Global since 8/4/2021. Please note that Mr. Bustamante attended an on-site (informal post award) meeting on August 11, 2021 with additional JJ Global employees however, the signed contract was not submitted.
2. Please confirm if the drawings/plans for the project have been submitted to GCC Facilities Office (Dr. Julie Ulloa-Heath and Mr. Kiko Palacios). There was a request for additional time to submit the drawings to GCC for approval so that JJ Global can obtain the permit to start the

project. Please confirm if the drawings are ready for submission to GCC since the additional 15 days to submit the drawings has passed.

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

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

Thank you and Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

Kit,

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

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

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

Hafa Adai Mr. Joleen,

I hope this email finds you well.

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

Please acknowledge receipt of this email.

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

Thank you

Best Regards,

Kit Casin

Executive Secretary

Services

PO Box 217881

GMF Barrigada GU 96921

Tel # 671-633-2603

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

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

--

E-mail administered by Guam Community College



E-mail administered by Guam Community College



October 5, 2021

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

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

Dear Ms. Evangelista,

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

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

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

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

Very respectfully,

Luis E. Bustamante
President/CEO
JJ Global Services

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

GCC PR0413

Appeal No. OPA-PA-21-013

**Agency Report
Tab 5**

Pertinent Communications re Award to JJ Global

Date: September 23, 2021
To: MEMO TO FILE
From: Procurement & Inventory Administrator
Subject: Reason for cancellation of purchase order issued to JJ Global Services

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

On September 21, 2021, GCC emailed Ms. Dios and Mr. Bustamante advised purchase order is cancelled because JJ Global services failed to sign and submit the contract picked up by Emma Reyes on August 4, 2021. The contract signed by GCC, Purchase order, and Bid Award letter was picked by Emma Reyes on August 4, 2021

Please see the communication timeline between GCC and JJ Global representatives regarding the submission of the signed copy of contract by JJ Global Services:

Bid Award letter dated 7/26/2021-GCC emailed on 7/27/21 & original picked up by Emma Reyes on 8/4/21

Contract signed by GCC to take effect: 7/27/21-GCC emailed on 7/27/21 & original contract picked up by Emma Reyes on 8/4/21

PO dated 7/27/21 and approved 7/28/21-GCC emailed on 7/28/21 & original PO picked up by Emma Reyes on 8/4/21

On 7/29/21, Kit Casin acknowledged receipt of the bid award, PO and contract by email- attached a letter from Mr. Bustamante requesting that the letter be rescinded and the NTP should be the date they receive the Building permit and the 90 day completion time should be affected by the delay of the non-receipt of the Building Permit.

On 8/3/21, Kit Casin emailed a letter indicating they carefully reviewed the SOW and didn't see the specifications about the Building Permit.

On 8/4/21, Procurement & Inventory Administrator referenced page 3 of 7 in the SOW where it states "Contractor's timeline to complete the project within ninety (90) consecutive calendar days upon receipt of the PO and inclusive of the building permit process and material lead-time". Also stated that the contractor may request for additional time if the permit process takes longer than what was anticipated.

On 8/6/21, Aileen de Dios emailed requesting an extension for the completion date for an additional 15 days. Stating that the design will take 2 weeks to complete and the design will be provided for GCC to approve. No extension was granted by GCC.

On 8/9/21, Virginia Tedpahago advised that Aileen de Dios will be servicing GCC on the contract. On the same day, Virginia Tedpahago advised that she followed up on the contract and was informed that the contract will be expedited via postal service to Mr. Bustamante because he was currently off-island.

On 8/25/21, Procurement & Inventory Administrator followed up on the following: 1. GCC needs the signed contract by Mr. Luis Bustamante. 2. Confirm if the drawings/plans for the project have been submitted to GCC since the time has passed. 3. Is JJ Global able to proceed with this project and carry out all the required work stated in the bid? Response due by: 8/26/21.

On 8/26/21, Aileen de Dios, after reviewing the contract, she indicated that it did not address the disclosures in their 6/25/21 email regarding unanticipated delay and delays out of their control.

On 8/30/21, Procurement & Inventory Administrator advised that the executed contract must be received by the MMO by 5:00 p.m. on 8/31/21. The request to add additional language is not approved. Noted: GCC has not received the drawings for approval.

On 9/10/21, Francisco Palacios, Sustainability and Project Coordinator received an email which included drawings from Aileen de Dios of JJ Global services.

On 9/22/21, Procurement & Inventory Administrator advised that since JJ Global has not submitted the signed contract, the PO is cancelled.

On 9/22/21, Aileen de Dios confirmed receipt of the email on the cancellation of the PO and advised that a formal response is forthcoming.

As of 9/23/21, GCC has yet to receive a formal response.

GCC would like to proceed with the cancellation of the PO and this project initially awarded to JJ Global Services and take the next step in this procurement.

Joleen Evangelista

From: Mary Okada <mary.okada@guamcc.edu>
Sent: Wednesday, September 22, 2021 11:49 AM
To: Joleen Evangelista
Cc: 'Rodilyn Gerardo'
Subject: procurement file

Ms. Joleen,

Please ensure that there is a document in the procurement file for Building 900 awning in the procurement file indicating the reason for the cancellation of the purchase order. It would be best to have a chronology that outlines the delay from JJ in providing documentation.

Thank you!

Mary



E-mail administered by Guam Community College

Joleen Evangelista

From: Aileen de Dios <aileen@jjglobal.services>
Sent: Wednesday, September 22, 2021 4:37 PM
To: Joleen Evangelista
Cc: Luis Bustamante; Kit Casin; Virginia Tedpahogo; Julie Ulloa-Heath; Admin Assistant; Francisco 'Kiko' Palacios; Rodalyn Gerardo; Luis E. Bustamante
Subject: Re: GCC-FB-21-009 Replacement of Bldg. 900 Metal Awning Structure

Hafa Adai Ms. Joleen,

Confirming receipt of your email and our formal response forthcoming.
Thank you.

All the best,

*Aileen de Dios
General Manager
<http://www.jjglobal.services/>
E: aileen@jjglobal.services
O: 671-632-1179
F: 671-632-3550*

On Wed, Sep 22, 2021 at 12:27 PM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:

Ms. De Dios and Mr. Bustamante,

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

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

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

From: Joleen Evangelista [mailto:joleen.evangelista@guamcc.edu]
Sent: Tuesday, September 21, 2021 5:21 PM
To: 'Aileen de Dios' <aileen@jjglobal.services>; 'Luis Bustamante' <luis.bustamante@jjglobal.services>
Cc: 'Kit Casin' <kit.casin@jjglobal.services>; 'Virginia Tedpahogo' <virginia@jjglobal.services>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; 'Admin Assistant' <admin@jjglobal.services>; 'Francisco 'Kiko' Palacios' <francisco.palacios1@guamcc.edu>; 'Rodalyn Gerardo' <rodalyn.gerardo@guamcc.edu>; 'Luis E. Bustamante' <luis.bustamante34@gmail.com>
Subject: RE: GCC-FB-21-009 Replacement of Bldg. 900 Metal Awning Structure

Ms. De Dios and Mr. Bustamante,

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

Please let me know if you have any questions.

Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

Ms. De dios and Mr. Bustamante,

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

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

Thank you.

Joleen M. Evangelista

Procurement & Inventory Administrator

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

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

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

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

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

Hafa Adai Ms Joleen,

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

All the best,

Aileen de Dios

General Manager

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

E: joleen@jjglobal.services

O: 671-632-1179

F: 671-632-3550

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

Dear Mr. Bustamante and the JJ Global Services Team:

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

1. GCC needs the signed original contract by Mr. Luis Bustamante. On August 9, 2021, GCC was informed that he was off-island and that the signed contract would be submitted however, as of 8/25/2021 GCC has not received the signed contract. GCC Materials management Office has called to follow up by phone and in person however, it is Ms. Casin did not know status of the signed contract. The PO was acknowledged and received by JJ Global since 8/4/2021. Please note that Mr. Bustamante attended an on-site (informal post award) meeting on August 11, 2021 with additional JJ Global employees however, the signed contract was not submitted.
2. Please confirm if the drawings/plans for the project have been submitted to GCC Facilities Office (Dr. Julie Ulloa-Heath and Mr. Kiko Palacios). There was a request for additional time to submit the drawings to GCC for approval so that JJ Global can obtain the permit to start the project. Please confirm if the drawings are ready for submission to GCC since the additional 15 days to submit the drawings has passed.
3. Is JJ Global able to proceed with this project and carry out all the required work to complete as stated in the bid? Please advise.

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

Thank you and Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

Kit,

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

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

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

Hafa Adai Mr. Joleen,

I hope this email finds you well.

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

Please acknowledge receipt of this email.

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

Thank you

Best Regards,

Kit Casin

Executive Secretary

Services

PO Box 217881

GMF Barrigada GU 96921

Tel # 671-633-2603

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

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

--

E-mail administered by Guam Community College



E-mail administered by Guam Community College

Joleen Evangelista

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Wednesday, September 22, 2021 12:27 PM
To: 'Aileen de Dios'; 'Luis Bustamante'
Cc: 'Kit Casin'; 'Virginia Tedpahogo'; 'Julie Ulloa-Heath'; 'Admin Assistant'; 'Francisco 'Kiko' Palacios'; 'Rodaly Gerardo'; 'Luis E. Bustamante'
Subject: RE: GCC-FB-21-009 Replacement of Bldg. 900 Metal Awning Structure /

Ms. De Dios and Mr. Bustamante,

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

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

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

From: Joleen Evangelista [mailto:joleen.evangelista@guamcc.edu]
Sent: Tuesday, September 21, 2021 5:21 PM
To: 'Aileen de Dios' <aileen@jjglobal.services>; 'Luis Bustamante' <luis.bustamante@jjglobal.services>
Cc: 'Kit Casin' <kit.casin@jjglobal.services>; 'Virginia Tedpahogo' <virginia@jjglobal.services>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; 'Admin Assistant' <admin@jjglobal.services>; 'Francisco 'Kiko' Palacios' <francisco.palacios1@guamcc.edu>; 'Rodaly Gerardo' <rodaly Gerardo@guamcc.edu>; 'Luis E. Bustamante' <luis.bustamante34@gmail.com>
Subject: RE: GCC-FB-21-009 Replacement of Bldg. 900 Metal Awning Structure

Ms. De Dios and Mr. Bustamante,

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

Please let me know if you have any questions.

Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

From: Joleen Evangelista [mailto:joleen.evangelista@guamcc.edu]
Sent: Monday, August 30, 2021 4:54 PM
To: 'Aileen de Dios' <aileen@jjglobal.services>; 'Luis Bustamante' <luis.bustamante@jjglobal.services>
Cc: 'Kit Casin' <kit.casin@jjglobal.services>; 'Virginia Tedpahogo' <virginia@jjglobal.services>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; 'Admin Assistant' <admin@jjglobal.services>; 'Francisco 'Kiko' Palacios' <francisco.palacios1@guamcc.edu>; 'Rodaly Gerardo' <rodaly Gerardo@guamcc.edu>; 'Luis E. Bustamante'

<luis.bustamante34@gmail.com>

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

Ms. De dios and Mr. Bustamante,

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

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

Thank you.

Joleen M. Evangelista
Procurement & Inventory Administrator

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

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

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

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

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

Hafa Adai Ms Joleen,

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

All the best,

Aileen de Dios

General Manager

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

E: aileen@jjglobal.services

O: 671-632-1179

F: 671-632-3550

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

Dear Mr. Bustamante and the JJ Global Services Team:

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

1. GCC needs the signed original contract by Mr. Luis Bustamante. On August 9, 2021, GCC was informed that he was off-island and that the signed

contract would be submitted however, as of 8/25/2021 GCC has not received the signed contract. GCC Materials management Office has called to follow up by phone and in person however, it is Ms. Casin did not know status of the signed contract. The PO was acknowledged and received by JJ Global since 8/4/2021. Please note that Mr. Bustamante attended an on-site (informal post award) meeting on August 11, 2021 with additional JJ Global employees however, the signed contract was not submitted.

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

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

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

Thank you and Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

'Admin Assistant' <admin@jjglobal.services>
Subject: RE: Replacement of Bldg. 900 Metal Awning Structure

Kit,

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

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

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Procurement & Inventory Administrator

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<aileen@jjglobal.services <<mailto:aileen@jjglobal.services>> >; Luis E.
Bustamante <luis.bustamante34@gmail.com <<mailto:luis.bustamante34@gmail.com>>
>; Virginia Tedpahogo <virginia@jjglobal.services>
<<mailto:virginia@jjglobal.services>> >; Florenda Miranda
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Subject: Replacement of Bldg. 900 Metal Awning Structure

Hafa Adai Mr. Joleen,

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Please acknowledge receipt of this email.

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

Thank you

Best Regards,

Kit Casin

Executive Secretary

Services

PO Box 217881

GMF Barrigada GU 96921

Tel # 671-633-2603

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

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

--

11/1/21, 1:07 PM

Guam Community College Mail - Fwd: GUAM AWNING TITLE BLOCK REVISION



Francisco Palacios <francisco.palacios1@guamcc.edu>

Fwd: GUAM AWNING TITLE BLOCK REVISION

5 messages

Aileen de Dios <aileen@jjglobal.services>

To: Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>

Cc: "Luis E. Bustamante" <luis.bustamante34@gmail.com>, Aaron <aaronburger@outlook.com>, Admin Assistant <admin@jjglobal.services>

Fri, Sep 10, 2021 at 2:41 PM

Hi Kiko,

Please see attached document for your perusal. Hoping for your quick assistance and approval.

All the best,

Aileen de Dios

General Manager

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

E: aileen@jjglobal.services

O: 671-632-1179

F: 671-632-3550

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

From: **mccl architecture** <mcclarchitects1991@gmail.com>

Date: Thu, Sep 9, 2021 at 5:02 PM

Subject: GUAM AWNING TITLE BLOCK REVISION

To: <aaronburger@outlook.com>

Cc: <aileen@jjglobal.services>

Hi Sir Aaron,

Sending you the revised title block of the structural plans. Kindly check if there are more corrections.

Regards,

Luis Paulo B. Bibat

Project Architect

A. GENERAL NOTES

1. GENERAL NOTES AND SPECIAL CONDITIONS SHALL APPLY TO ALL DRAWINGS UNLESS OTHERWISE SHOWN OR NOTED.
2. DETAILS OF CONSTRUCTION SHALL BE TYPICAL UNLESS SPECIFICALLY INDICATED OTHERWISE FOR SPECIAL CONDITIONS. VERIFY FORMS BEFORE BEING USED TO PREPARE CONCRETE.
3. THE CONTRACTOR SHALL MAINTAIN THE SURFACE AND SHALL NOTIFY THE SUPERVISOR IMMEDIATELY IN WRITING OF ANY DAMAGE TO THE SURFACE OR TO THE FORMS BEFORE PROCEEDING WITH THE WORK OR BEFORE REPAIRING.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ADEQUATE SURFACE DRAINAGE FOR THE STRUCTURE FOR ALL PARTS NOT BEING OTHERWISE SPECIFICALLY NOTED.
5. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL SCAFFOLDING, BRACING, ETC. NECESSARY FOR THE PROPER CONSTRUCTION AND SUPPORT OF THE NEW PORTIONS OF THE WORK TO THE EXTENT NEEDED. THE CONTRACTOR SHALL HAVE ALL NECESSARILY NECESSARY FOR THE PROTECTION AND SUPPORT OF STRUCTURAL MEMBERS. ANY SCAFFOLDING SHALL BE IMMEDIATELY REMOVED BY THE APPROVAL OF THE ENGINEER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF WORK ALREADY IN PLACE AND SHALL BE RESPONSIBLE TO MAKE REPAIRS AND TO MAINTAIN THE INTEGRITY OF ALL WORK UNDER THE AVAILABLE SPACES.
7. ALL NEW WALLS, EXHAUSTORY STRUCTURES AND STRUCTURES SHALL BE CONSTRUCTED TO BE PROTECTED AGAINST ALL DAMAGE AND TO BE PROTECTED AGAINST COLLISIONS.
8. SPECIAL NOTES, DIMENSIONS AND DETAILS OF THE STRUCTURAL MEMBERS SHALL BE CONSIDERED AS THE AUTHORITY FOR THE CONTRACTOR. DIMENSIONS SHALL BE GIVEN IN METERS UNLESS OTHERWISE SPECIFIED.
9. ALL DIMENSIONS AND LOCATIONS SHALL BE GIVEN TO THE CENTER UNLESS OTHERWISE SPECIFIED OR INDICATED BY THE DRAWING. DIMENSIONS SHALL BE GIVEN TO THE CENTER UNLESS OTHERWISE SPECIFIED.
10. DIMENSIONS - ALL DIMENSIONS AND LOCATIONS SHALL BE GIVEN TO THE CENTER UNLESS OTHERWISE SPECIFIED OR INDICATED BY THE DRAWING. DIMENSIONS SHALL BE GIVEN TO THE CENTER UNLESS OTHERWISE SPECIFIED.

B. REINFORCED CONCRETE NOTES

SCHEDULE OF STRUCTURAL CONCRETE 28-DAY COMPRESSIVE STRENGTH AND TYPES

LOCATION	STRUCTURAL ELEMENTS	COMPRESSIVE STRENGTH (MPa)	CONCRETE GRADE	BAR WEIGHT
FOUNDATION	FOUNDATION	20.0 MPa	F20	F20 (min)
	FOUNDATION	20.0 MPa	F20	F20 (min)
INDIAN PLAIN	SLAB ON GRADE	20.0 MPa	F20	F20 (min)

SCHEDULE OF CONCRETE AGGREGATES

ITEMS	AGGREGATE SIZE
FOUNDATION	20mm (3/4")
FOUNDATION	20mm (3/4")
SLAB ON GRADE	7.5mm (3/8")

SCHEDULE OF REINFORCING BARS

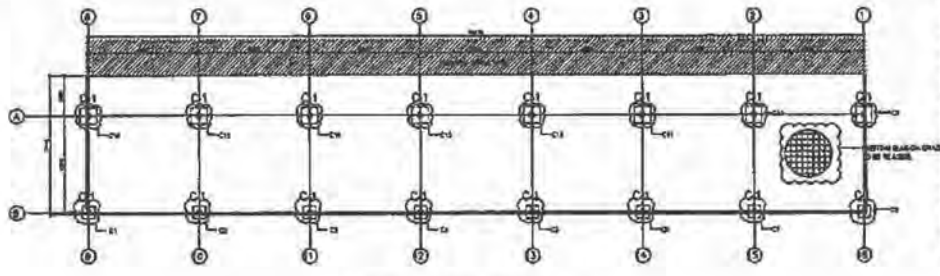
NUMBER OF BARS	GRADE (D)	A RCV
1/8" DIA. BARS	GRADE (D)	GRADE (D)

C. FORMWORKS

1. FORMS SHALL BE PROVIDED FOR ALL CONCRETE WORK TO MAINTAIN DIMENSIONS AND FINISH. FORMS SHALL BE SET TRUE TO LINE AND GRADE AND MAINTAINED AS TO BE SQUARE, PLUMB AND TRUE WITH THE NECESSARY BRACING AND SHALL BE KEPT TRUE.

D. STRUCTURAL STEEL

1. ALL STRUCTURAL STEEL MEMBERS SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATION FOR STRUCTURAL STEEL MEMBERS.
2. ALL WELDS SHALL BE IN ACCORDANCE WITH THE AISC SPECIFICATION FOR STRUCTURAL STEEL MEMBERS.
3. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE AISC SPECIFICATION FOR STRUCTURAL STEEL MEMBERS.
4. ALL STEEL MEMBERS SHALL BE FABRICATED AND SHIPPED TO THE SITE WITH PROTECTIVE COATING TO PREVENT CORROSION.
5. ALL STEEL MEMBERS SHALL BE FABRICATED AND SHIPPED TO THE SITE WITH PROTECTIVE COATING TO PREVENT CORROSION.



FOUNDATION PLAN

ITEM NO.	DESCRIPTION	QTY	UNIT
1	REINFORCING BARS		
2	FORMWORK		
3	CONCRETE		
4	AGGREGATE		
5	CEMENT		
6	WATER		
7	ADDITIONAL MATERIALS		
8	LABOR		
9	TRANSIT		
10	PROTECTION		
11	WELDS		
12	STEEL MEMBERS		
13	STEEL MEMBERS		
14	STEEL MEMBERS		
15	STEEL MEMBERS		
16	STEEL MEMBERS		
17	STEEL MEMBERS		
18	STEEL MEMBERS		
19	STEEL MEMBERS		
20	STEEL MEMBERS		

JJGlobal ENGINEERING CONSULTANTS & CONTRACTORS

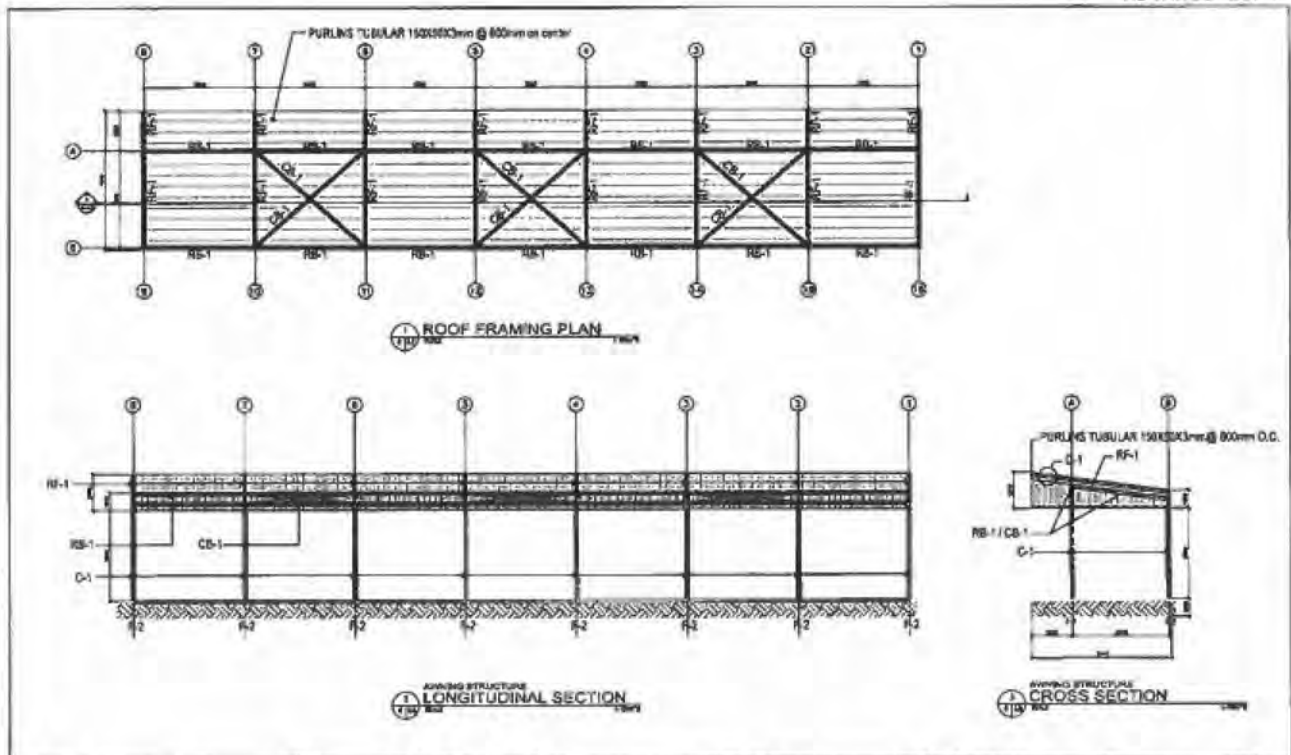
PROJECT NO: **GCC-PR-0302** SHEET NO: **S-1.0**

DATE: **10/10/2018** SCALE: **AS SHOWN**

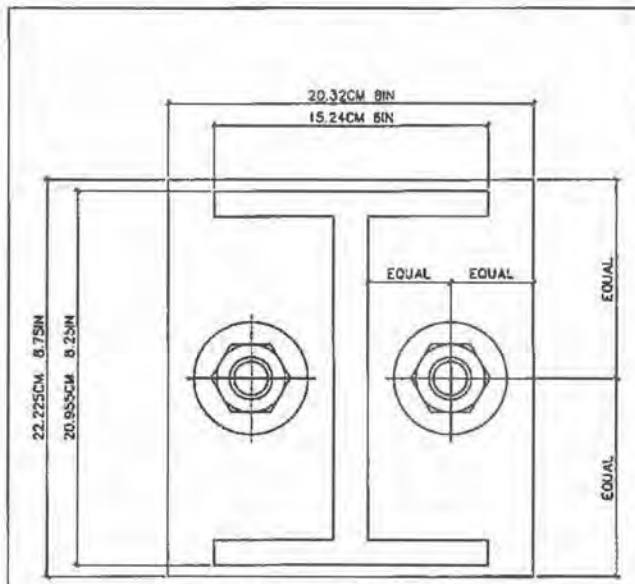
DESIGNED BY: **...** CHECKED BY: **...**

PROJECT LOCATION: **...**

CLIENT: **...**



	PROJECT NO. / TITLE _____	CLIENT / OWNER _____	DESIGNER / ENGINEER _____	DATE / SCALE _____	SHEET NO. / TOTAL SHEETS S-2.0 / _____
	APPROVED BY _____	CHECKED BY _____	DRAWN BY _____	PROJECT MANAGER _____	PROJECT LOCATION _____

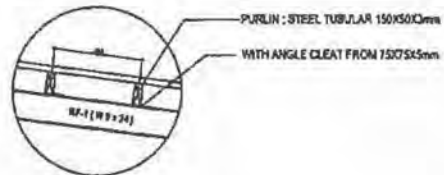


EXISTING BASEPLATE

NOTE:

IF ANCHOR BOLT IS UNUSABLE DUE TO CORROSION,
IT WILL BE REPLACED WITH DRILLED TYPE ANCHOR BOLT.

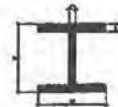
1 BASE PLATE DETAIL



D-1 DETAIL

COLUMN SCHEDULE

MARK	DIMENSION (mm)			
	D	Bf	B	tf
C-1 (W 8 x 25)	204.00	254.00	82.00	7.27



BEAM SCHEDULE

MARK	DIMENSION (mm)				REMARKS
	D	Bf	B	tf	
RF-1 (W 8 x 25)	204.00	152.00	19.20	0.32	RAFTER
RB-1 (W 8 x 18)	152.00	152.00	6.60	0.64	ROOF BEAM
CB-1 (STEEL TENSION ROD)	25.00	25.00	0.63	0.04	CROSS BEAM

2 SCHEDULE OF BEAMS & COLUMNS

<p>JJGlobal Projects • Maintenance • Logistics • Construction</p>	<p>Client: GCC</p> <p>Project: ROOFING OF TOWER FOR 3.0, 4.0 & 5.0 FLOOR</p>	<p>Contract No: CC-11-21-008</p> <p>Revision: 01</p>	<p>Scale: 1/20</p> <p>Date: 11/01/2011</p>	<p>Sheet No: 1</p> <p>Total Sheets: 1</p>	<p>Project No: S-3.0</p> <p>Sheet No: 1</p>
	<p>Prepared by: [Signature]</p> <p>Checked by: [Signature]</p> <p>Approved by: [Signature]</p>	<p>Design Engineer: [Signature]</p> <p>Structural Engineer: [Signature]</p> <p>MEP Engineer: [Signature]</p>	<p>Quantity Surveyor: [Signature]</p> <p>Site Engineer: [Signature]</p> <p>Contract Administrator: [Signature]</p>	<p>Client Representative: [Signature]</p> <p>Project Manager: [Signature]</p>	<p>Project Location: [Location]</p> <p>Project Start: [Date]</p> <p>Project End: [Date]</p>

Joleen Evangelista

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Monday, August 30, 2021 4:54 PM
To: 'Aileen de Dios'; 'Luis Bustamante'
Cc: 'Kit Casin'; 'Virginia Tedpahogo'; 'Julie Ulloa-Heath'; 'Admin Assistant'; 'Francisco 'Kiko' Palacios'; 'Rodalyn Gerardo'; 'Luis E. Bustamante'
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All the best,

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

Kit,

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

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<<mailto:virginia@jjglobal.services>> >; Florenda Miranda
<flor@jjglobal.services <<mailto:flor@jjglobal.services>> >; Admin Assistant
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Subject: Replacement of Bldg. 900 Metal Awning Structure

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Thank you

Best Regards,

Kit Casin

Executive Secretary

Services

PO Box 217881

GMF Barrigada GU 96921

Tel # 671-633-2603

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

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

Joleen Evangelista

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To: Joleen Evangelista
Cc: Kit Casin; Virginia Tedpahogo; Julie Ulloa-Heath; Admin Assistant; Francisco 'Kiko' Palacios; Rodalyn Gerardo; Luis E. Bustamante
Subject: Re: Replacement of Bldg. 900 Metal Awning Structure
Attachments: GCC-FB-21-009- Replacement of Awning Structure .pdf

Hafa Adai Ms Joleen,

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

All the best,

*Aileen de Dios
General Manager
<http://www.jjglobal.services/>
E: aileen@jjglobal.services
O: 671-632-1179
F: 671-632-3550*

On Wed, Aug 25, 2021 at 2:01 PM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:
Dear Mr. Bustamante and the JJ Global Services Team:

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

1. GCC needs the signed original contract by Mr. Luis Bustamante. On August 9, 2021, GCC was informed that he was off-island and that the signed contract would be submitted however, as of 8/25/2021 GCC has not received the signed contract. GCC Materials management Office has called to follow up by phone and in person however, it is Ms. Casin did not know status of the signed contract. The PO was acknowledged and received by JJ Global since 8/4/2021. Please note that Mr. Bustamante attended an on-site (informal post award) meeting on August 11, 2021 with additional JJ Global employees however, the signed contract was not submitted.
2. Please confirm if the drawings/plans for the project have been submitted to GCC Facilities Office (Dr. Julie Ulloa-Heath and Mr. Kiko Palacios). There was a request for additional time to submit the drawings to GCC for approval so that JJ Global can obtain the permit to start the project. Please confirm if the drawings are ready for submission to GCC.

since the additional 15 days to submit the drawings has passed.

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

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

Thank you and Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

Kit,

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

Item Number 18. B. states "Contractor's timeline to complete the project

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

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

Hafa Adai Mr. Joleen,

I hope this email finds you well.

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

Please acknowledge receipt of this email.

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

Thank you

Best Regards,

Kit Casin

Executive Secretary

Services

PO Box 217881

GMF Barrigada GU 96921

Tel # 671-633-2603

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

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

--

E-mail administered by Guam Community College



August 26, 2021

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

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

Dear Ms. Evangelista,

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

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

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

Very respectfully,

Luis E. Bustamante
President/CEO
JJ Global Services

Physical Address: 215 Rojas Street, Suite 126 Harmon Industrial Park, Tamuning Guam, 96913
Mailing Address: PO Box 21788 I, GMF Barrigada Guam 96921
Tel: (671) 632-1179 Fax: (671) 632-3550
Email: jjg@teleguam.net

Joleen Evangelista

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Wednesday, August 25, 2021 2:02 PM
To: 'Kit Casin'; 'Aileen de Dios'; 'Luis Bustamante'; 'virginia@jjglobal.services'
Cc: 'Julie Ulloa-Heath'; 'Admin Assistant'; Francisco 'Kiko' Palacios (francisco.palacios1@guamcc.edu); 'Rodilyn Gerardo'
Subject: RE: Replacement of Bldg. 900 Metal Awning Structure

Dear Mr. Bustamante and the JJ Global Services Team:

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

1. GCC needs the signed original contract by Mr. Luis Bustamante. On August 9, 2021, GCC was informed that he was off-island and that the signed contract would be submitted however, as of 8/25/2021 GCC has not received the signed contract. GCC Materials management Office has called to follow up by phone and in person however, it is Ms. Casin did not know status of the signed contract. The PO was acknowledged and received by JJ Global since 8/4/2021. Please note that Mr. Bustamante attended an on-site (informal post award) meeting on August 11, 2021 with additional JJ Global employees however, the signed contract was not submitted.
2. Please confirm if the drawings/plans for the project have been submitted to GCC Facilities Office (Dr. Julie Ulloa-Heath and Mr. Kiko Palacios). There was a request for additional time to submit the drawings to GCC for approval so that JJ Global can obtain the permit to start the project. Please confirm if the drawings are ready for submission to GCC since the additional 15 days to submit the drawings has passed.
3. Is JJ Global able to proceed with this project and carry out all the required work to complete as stated in the bid? Please advise.

Please provide a response to this request ASAP or by Thursday, August 26, 2021 via email to: materialsmanagement@guamcc.edu.

Thank you and Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

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

Kit,

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

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

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

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

Hafa Adai Mr. Joleen,

I hope this email finds you well.

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

Please acknowledge receipt of this email.

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

Thank you

Best Regards,
Kit Casin
Executive Secretary

 Services
PO Box 217881
GMF Barrigada GU 96921
Tel # 671-633-2603
email: kit.casin@jjglobal.services
<http://www.jjglobal.services/>

Joleen Evangelista

From: virginia@jiglobal.services
Sent: Monday, August 9, 2021 11:55 AM
To: joleen.evangelista@guamcc.edu
Cc: 'Luis Bustamante'; 'Aileen de Dios'; 'Kit Casin'; 'Admin'; 'Julie Ulloa-Heath'; 'Francisco 'Kiko' Palacios'
Subject: RE: Bid Award & Contract for GCC-FB-21-009
Importance: High

Hi again Ms. Joleen,

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

Virginia

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Friday, August 6, 2021 6:28 PM
To: virginia@jiglobal.services
Cc: 'Luis Bustamante' <luis.bustamante@jiglobal.services>; 'Aileen de Dios' <aileen@jiglobal.services>; 'Kit Casin' <kit.casin@jiglobal.services>; 'Admin' <admin@jiglobal.services>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>
Subject: RE: Bid Award & Contract for GCC-FB-21-009

Ms. Tepahago,

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

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

Thank you.

Joleen M. Evangelista
Procurement & Inventory Administrator

From: virginia@jiglobal.services [mailto:virginia@jiglobal.services]
Sent: Friday, August 6, 2021 5:48 PM
To: joleen.evangelista@guamcc.edu
Cc: Luis Bustamante <luis.bustamante@jiglobal.services>; Aileen de Dios <aileen@jiglobal.services>; Kit Casin <kit.casin@jiglobal.services>; Admin <admin@jiglobal.services>
Subject: Bid Award & Contract for GCC-FB-21-009

Buenas Ms. Joleen,

Find herein attached, a transmittal letter from Ms. Aileen de Dios, GM for JJ Global Services. Thank you and have a safe weekend.

<< File: GCC Awning Letter 8.6.21.pdf >>

Please acknowledge receipt of this email transmission.

Sincerely,

VIRGINIA M. TEDPAHOGO

Collection Administrator

virginia@jjglobal.services

<< OLE Object: Picture (Device Independent Bitmap) >>

PO Box 217881 Barrigada, GU 96921

Telephone Number: 671.632.1179

Facsimile Number: 671.632.3550

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

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Joleen Evangelista

From: virginia@jjglobal.services
Sent: Monday, August 9, 2021 11:51 AM
To: joleen.evangelista@guamcc.edu
Cc: 'Luis Bustamante'; 'Aileen de Dios'; 'Kit Casin'; 'Admin'; 'Julie Ulloa-Heath'; 'Francisco 'Kiko' Palacios'
Subject: RE: Bid Award & Contract for GCC-FB-21-009

Hello Ms Joleen,

I followed up on the Contract and was informed the Contract will be expedited via postal service to Mr. Bustamante as he is currently off-island. If I can be of any further assistance, please feel free to contact me. Thank you and have a Safe Day.

Please acknowledge receipt of this email transmission.

Sincerely,
VIRGINIA M. TEDPAHOGO
Collection Administrator
virginia@jjglobal.services



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

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Friday, August 6, 2021 6:28 PM
To: virginia@jjglobal.services
Cc: 'Luis Bustamante' <luis.bustamante@jjglobal.services>; 'Aileen de Dios' <aileen@jjglobal.services>; 'Kit Casin' <kit.casin@jjglobal.services>; 'Admin' <admin@jjglobal.services>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>
Subject: RE: Bid Award & Contract for GCC-FB-21-009

Ms. Tepahago,

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

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

Thank you.

Joleen M. Evangelista
Procurement & Inventory Administrator

From: virginia@jjglobal.services [mailto:virginia@jjglobal.services]
Sent: Friday, August 6, 2021 5:48 PM
To: joleen.evangelista@guamcc.edu
Cc: Luis Bustamante <luis.bustamante@jjglobal.services>; Aileen de Dios <aileen@jjglobal.services>; Kit Casin <kit.casin@jjglobal.services>; Admin <admin@jjglobal.services>
Subject: Bid Award & Contract for GCC-FB-21-009

Buenas Ms. Joleen,

Find herein attached, a transmittal letter from Ms. Aileen de Dios, GM for JJ Global Services. Thank you and have a safe weekend.

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Please acknowledge receipt of this email transmission:

Sincerely,

VIRGINIA M. TEDPAHOGO

Collection Administrator

virginia@jjglobal.services

<< OLE Object: Picture (Device Independent Bitmap) >>

PO Box 217881 Barrigada, GU 96921

Telephone Number: 671.632.1179

Facsimile Number: 671.632.3550

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

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Joleen Evangelista

From: virginia@jjglobal.services
Sent: Monday, August 9, 2021 10:55 AM
To: joleen.evangelista@guamcc.edu
Subject: RE: Bid Award & Contract for GCC-FB-21-009

Hi Ms. Joleen,

Aileen de Dios / GM will be servicing you on the Contract. Thank you and be safe.

Please acknowledge receipt of this email transmission.

Sincerely,
VIRGINIA M. TEDPAHOGO
Collection Administrator
virginia@jjglobal.services



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

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Friday, August 6, 2021 6:28 PM
To: virginia@jjglobal.services
Cc: 'Luis Bustamante' <luis.bustamante@jjglobal.services>; 'Aileen de Dios' <aileen@jjglobal.services>; 'Kit Casin' <kit.casin@jjglobal.services>; 'Admin' <admin@jjglobal.services>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>
Subject: RE: Bid Award & Contract for GCC-FB-21-009

Ms. Tepahago,

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

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

Thank you.

Joleen M. Evangelista
Procurement & Inventory Administrator

From: virginia@jjglobal.services (mailto:virginia@jjglobal.services)
Sent: Friday, August 6, 2021 5:48 PM
To: joleen.evangelista@guamcc.edu
Cc: Luis Bustamante <luis.bustamante@jjglobal.services>; Aileen de Dios <aileen@jjglobal.services>; Kit Casin <kit.casin@jjglobal.services>; Admin <admin@jjglobal.services>
Subject: Bid Award & Contract for GCC-FB-21-009

Buenas Ms. Joleen,

Find herein attached, a transmittal letter from Ms. Aileen de Dios, GM for JJ Global Services. Thank you and have a safe weekend.

<< File: GCC Awning Letter 8.6.21.pdf >>

Please acknowledge receipt of this email transmission:

Sincerely,

VIRGINIA M. TEDPAHOGO

Collection Administrator

virginia@jjglobal.services

<< OLE Object: Picture (Device Independent Bitmap) >>

PO Box 217881 Barrigada, GU 96921

Telephone Number: 671.632.1179

Facsimile Number: 671.632.3550

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

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Joleen Evangelista

From: Francisco Palacios <francisco.palacios1@guamcc.edu>
Sent: Monday, August 9, 2021 10:10 AM
To: Joleen Evangelista
Cc: Julie Ulloa-Heath
Subject: Re: FW: Bid Award & Contract for GCC-FB-21-009

These Extensions should have been brought up in the beginning (during the bid phase) as it dealt with our requirement for completion days. JJ Global did not ask about this at the time. I am hesitant to approve this at the moment, however, it is Dr. Julie's call.

On Fri, Aug 6, 2021 at 6:28 PM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:
Kiko and Julie,

Please see the attached letter from JJ Global requesting an extension for the plans for GCC to approve. Please advise.

Thanks,

Joleen

From: virginia@jjglobal.services [mailto:virginia@jjglobal.services]
Sent: Friday, August 6, 2021 5:48 PM
To: joleen.evangelista@guamcc.edu
Cc: Luis Bustamante <luis.bustamante@jjglobal.services>; Aileen de Dios <aileen@jjglobal.services>; Kit Casin <kit.casin@jjglobal.services>; Admin <admin@jjglobal.services>
Subject: Bid Award & Contract for GCC-FB-21-009

Buenas Ms. Joleen,

Find herein attached, a transmittal letter from Ms. Aileen de Dios, GM for JJ Global Services. Thank you and have a safe weekend.

Please acknowledge receipt of this email transmission.

Sincerely,
VIRGINIA M. TEDPAHOGO
Collection Administrator
virginia@jjglobal.services <mailto:virginia@jjglobal.services>

PO Box 217881 Barrigada, GU 96921
Telephone Number: 671.632.1179
Facsimile Number: 671.632.3550

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

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E-mail administered by Guam Community College

--

Francisco "Kiko" Palacios
Guam Community College
Planning and Development Dept.
Sustainability and Project Coordinator
(w)671-735-5501
(c) 671-777-8087

"Nature is inexhaustibly sustainable if we care for it. It is our universal responsibility to pass a healthy earth onto future generations."

— Sylvia Dolson



E-mail administered by Guam Community College



VIA EMAIL:

joleen.evangelista@guamcc.edu

GUAM COMMUNITY COLLEGE
Attn.: Joleen Evangelista / Procurement & Inventory Administrator
Po Box 23069
GMF Barrigada, GU 96921

Friday, August 6, 2021

Re.: Bid Award and Contract for GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure

Dear Ms. Joleen,

To confirm this Bid Award, JJ Global would like to request an extension for the completion date for an additional fifteen (15) working days. The design will take two (2) weeks to be completed, thus then we will furnish the design to your good office for approval. The design will be needed to obtain a Building Permit. Seeking your kind approval, thank you and have a great weekend.

Sincerely,



Aileen de Dios
General Manager

vmtf

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

Joleen Evangelista

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Wednesday, August 4, 2021 4:17 PM
To: 'Kit Casin'
Cc: 'Julie Ulloa-Heath'; 'Aileen de Dios'; 'Luis E. Bustamante'; 'Virginia Tedpahogo'; 'Florenda Miranda'; 'Admin Assistant'
Subject: RE: Replacement of Bldg. 900 Metal Awning Structure

Kit,

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

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

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

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

Hafa Adai Mr. Joleen,

I hope this email finds you well.

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

Please acknowledge receipt of this email.

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

Thank you

Best Regards,
Kit Casin
Executive Secretary

 Services

Joleen Evangelista

From: Kit Casin <kit.casin@jjglobal.services>
Sent: Tuesday, August 3, 2021 4:25 PM
To: Joleen Evangelista
Cc: Julie Ulloa-Heath; Aileen de Dios; Luis E. Bustaman Miranda, Admin Assistant
Subject: Replacement of Bldg. 900 Metal Awning Structure
Attachments: Awning ltr 08.03.21 for gcc.pdf

8/3/21 JJ Global
called spouse Virginia
She will relay the
message to Aileen
or Kit. J

Hafa Adai Mr. Joleen,

I hope this email finds you well.

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

Please acknowledge receipt of this email.

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

Thank you

Best Regards,
Kit Casin
Executive Secretary



Services
PO Box 217881
GMF Barrigada GU 96921
Tel # 671-633-2603
email: kit.casin@jjglobal.services
<http://www.jjglobal.services/>



VIA FACSIMILE:

joleen.evangelista@guamcc.edu

GUAM COMMUNITY COLLEGE
Attn.: Joleen Evangelista / Procurement & Inventory Administrator
Po Box 23069
GMF Barrigada, GU 96921

Tuesday, August 3, 2021

Re.: Bid Award and Contract for GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure

Dear Ms. Joleen,

JJ Global will be complying and is qualified to perform the work required as stipulated in the Original Bid Offering.

Additionally, we thank you for the adjusted two (2) days, we appreciate you.

We have carefully reviewed the SOW; we don't see the specifications about the Building Permit; nowhere on the Bid documents does it reflect and regretfully we're interpreting it differently. Will you kindly provide us the specific paragraph for specifications? Referencing the Building Permit, we had clarified during the Intent of Award, but we never received a response, so we are under the impression that our clarification was permitted.

Lastly but not final, we thank you again for allowing us the opportunity of the extension when/if needed during this pandemic due to weather conditions, and/or due to lack of materials not on island.

We understand this Project is important to GCC and it is important also with us. In humble gratitude and appreciation, thank you for your time and attention.

It's Duly Authorized Representative:


KTI CASIN
Executive Secretary
JJ GLOBAL SERVICES

Shop Address: 351 Afageta 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

Joleen Evangelista

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Thursday, July 29, 2021 5:24 PM
To: 'Kit Casin'
Cc: 'Luis E. Bustamante'; 'Aileen de Dios'; 'Admin Assistant'; 'materialsmanagement@guamcc.edu'; 'Julie Ulloa-Heath'; 'Francisco 'Kiko' Palacios'; 'josephine.arceo@guamcc.edu'; 'Rodalyn Gerardo'; 'Virginia Tedpahogo'; 'Florenda Miranda'
Subject: RE: Bid Award and Contract for GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure

Ms. Casin,

Thank you for the acknowledgement receipt of the Bid Award and Contract via email. Please note that a copy of the purchase order for this project was also sent via email for acknowledgement as well on 7/28/2021. Please note that the original documents are ready for a representative from JJ Global to pick it up. Please have someone pick up the original documents tomorrow, Friday, July 30, 2021. Is JJ Global able to comply and perform the work required in this construction project?

The two (2) days will be adjusted since JJ Global just acknowledged today however, please refer back to the bid SOW. It states "Contractor's timeline to complete the project within ninety (90) consecutive calendar days upon receipt of PO and inclusive of the building permit process and material lead-time". You may request for an extension if the permit process takes longer than what you anticipated when you submitted your bid. JJ Global may submit a request in writing asking for an extension because of the time it took to obtain a permit.

Please advise if you have any additional questions.

Thank you and Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

From: Kit Casin [mailto:kit.casin@jjglobal.services]
Sent: Thursday, July 29, 2021 10:12 AM
To: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Cc: Luis E. Bustamante <luis.bustamante34@gmail.com>; Aileen de Dios <aileen@jjglobal.services>; Admin Assistant <admin@jjglobal.services>; materialsmanagement@guamcc.edu; Julie Ulloa-Heath <julie.ulloaheath@guamcc.edu>; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>; josephine.arceo@guamcc.edu; Rodalyn Gerardo <rodalyn.gerardo@guamcc.edu>; Virginia Tedpahogo <virginia@jjglobal.services>; Florenda Miranda <flor@jjglobal.services>
Subject: Re: Bid Award and Contract for GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure

Hafa Adai Ms. Joleen,

I hope this email finds you well. Apologies for the late reply.

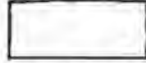
Kindly find the attached letter of our reply for the said email.
Please refer to the letter of our response for the notice to proceed.

Please advise.

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

Thank you

Best Regards,
Kit Casin
Executive Secretary

 Services

PO Box 217881

GMF Barrigada GU 96921

Tel # 671-633-2603

email: kit.casin@jglobal.services

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

On Tue, Jul 27, 2021 at 4:46 PM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:

Mr. Bustamante and Ms. De Dios,

GCC is pleased to issue the attached Bid Award letter and contract for the Replacement of Building 900 Metal Awning Structure. Please review and sign the contract and return the signed contract to GCC. The original letter, contract, and PO can be picked up in the Materials Management Office any time between 8 am and 5 pm tomorrow, 7/28/21.

GCC would also like to schedule the Post Award google meeting this week. Are you available to meet tomorrow afternoon at 3 pm or on Thursday morning 7/29/2021 at 9 am? Please advise of all email addresses of key personnel assigned to this project.

Please advise if you have any questions.

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

--

E-mail administered by Guam Community College

Joleen Evangelista

From: Kit Casin <kit.casin@jjglobal.services>
Sent: Thursday, July 29, 2021 10:12 AM
To: Joleen Evangelista
Cc: Luis E. Bustamante; Aileen de Dios; Admin Assistant; materialsmanagement@guamcc.edu; Julie Ulloa-Heath; Francisco 'Kiko' Palacios; josephine.arceo@guamcc.edu; Rodalyn Gerardo; Virginia Tedpahogo; Florenda Miranda
Subject: Re: Bid Award and Contract for GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure
Attachments: GCC Awning in resp to Ntc 2 Proceed Ltr.pdf

Hafa Adai Ms. Joleen,

I hope this email finds you well. Apologies for the late reply.

Kindly find the attached letter of our reply for the said email.
Please refer to the letter of our response for the notice to proceed.

Please advise.

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

Thank you

Best Regards,
Kit Casin
Executive Secretary



Services
PO Box 217881
GMF Barrigada GU 96921
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email: kit.casin@jjglobal.services
<http://www.jjglobal.services/>

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GCC would also like to schedule the Post Award google meeting this week. Are you available to meet tomorrow afternoon at 3 pm or on Thursday morning 7/29/2021 at 9 am? Please advise of all email addresses of key personnel assigned to this project.

Please advise if you have any questions.

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

--

E-mail administered by Guam Community College



VIA EMAIL

joleen.evangelista@guamcc.edu

Guam Community College
Attn.: Joleen M. Evangelista
PO Box 23069
GMF Barrigada, GU 96921

July 29, 2021

Re.: Mary Okada's Letter Dated 07/26/2021 for Notice of Bid Award No. GCC-FB-21-009

Dear Ms. Jolene,

We are grateful and delighted that you have awarded us the Awning Project.

But I must bring to attention that in the Notification of Intent to Award, we clarified that once JJ Global Services acquires the Building Permit from GCC and allotted mobilization time, GCC will then provide the Notice to Proceed Date letter.

Please note the Notice to Proceed Date is dated 07/27/2021 with the deadline to complete this project by October 24, 2021; which I must advise that to date, it has reduced JJ Global Services two (2) days off of the required ninety (90) days completion of project. To date our office has not been furnished with the Building Permit.

I write to state that the Letter Dated 07/26/2021 be rescinded and supplanted with a date that the Notice to Proceed Date can suffice to the date we receive the Building Permit from GCC and the mobilization time. The ninety (90) days completion of project should not be affected by the delay of the non-receipt of the Building Permit.

Your immediate resolution the Notice to Proceed Date is direly needed, as again JJ Global is now two (2) days deficit based on the Notice to Proceed Letter dated 07/26/2021.

Sincerely,

LUIS E. BUSTAMANTE
C.E.O. / Owner

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

Joleen Evangelista

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Wednesday, July 28, 2021 6:04 PM
To: 'Aileen de Dios'; 'Kit Casin'; 'Admin Assistant'; 'Luis E. Bustamante'
Cc: materialsmanagement@guamcc.edu; 'Julie Ulloa-Heath'; Francisco 'Kiko' Palacios (francisco.palacios1@guamcc.edu)
Subject: JJ Global Purchase Order for GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure
Attachments: 07282021024834-0001.pdf

Mr. Bustamante and Ms. De Dios,

Please see the attached PO for the above bid. The contract and the Bid Award letter was sent via email on 7/27/21 and GCC is still awaiting the response acknowledging receipt. The originals documents have not been picked up in the Materials Management Office, Room 2105. GCC also would like to schedule to Post Award google meeting however, we have not received any response on the receipt of the Bid Award and contract. Please advise on this award ASAP since this project must begin ASAP.

I have also included Ms. Kit Casin and the Admin Assistant's email address.

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

Joleen Evangelista

From: virginia@jjglobal.services
Sent: Friday, July 16, 2021 3:51 PM
To: joleen.evangelista@guamcc.edu
Cc: 'Aileen de Dios'; 'Luis E. Bustamante'; 'Admin Assistant'; 'Francisco 'Kiko' Palacios'; 'Julie Ulloa-Heath'; 'Huan Hosei'; 'Rodalyn Gerardo'; materialsmanagement@guamcc.edu; 'Fiorenda Miranda'; 'Kit Casin'
Subject: RE: Notice of Intent to Award GCC-FB-21-009, Replacement of Building 900 Metal Awning Structure; Documents Required

Hello Ms. Joleen,

I hereby confirm on behalf of JJ Global Services, original documents will be hand-delivered at location you provided.

Please acknowledge receipt of this transmission and it's attachments. Thank you and be safe.

Sincerely,
VIRGINIA M. TEDPAHOGO
Collection Administrator
virginia@jjglobal.services



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

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Friday, July 16, 2021 3:34 PM
To: virginia@jjglobal.services
Cc: 'Aileen de Dios' <aileen@jjglobal.services>; 'Luis E. Bustamante' <luis.bustamante34@gmail.com>; 'Admin Assistant' <admin@jjglobal.services>; 'Francisco 'Kiko' Palacios' <francisco.palacios1@guamcc.edu>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; 'Huan Hosei' <huan.hosei@guamcc.edu>; 'Rodalyn Gerardo' <rodalyn.gerardo@guamcc.edu>; materialsmanagement@guamcc.edu; 'Fiorenda Miranda' <flor@jjglobal.services>; 'Kit Casin' <kit.casin@jjglobal.services>
Subject: RE: Notice of Intent to Award GCC-FB-21-009, Replacement of Building 900 Metal Awning Structure; Documents Required

Ms. Tedpahago,

GCC confirms receipt of the email and the documents on July 16, 2021. GCC will need the original documents delivered to GCC Materials Management Office, Room 2104 ASAP or by Monday, July 19, 2021. Please confirm when JJ Global will hand deliver the documents to GCC.

Thank you.

Joleen M. Evangelista

Procurement & Inventory Administrator

From: virginia@jjglobal.services [mailto:virginia@jjglobal.services]

Sent: Friday, July 16, 2021 2:57 PM

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

Cc: 'Aileen de Dios' <aileen@jjglobal.services>; 'Luis E. Bustamante' <luis.bustamante34@gmail.com>; 'Admin Assistant' <admin@jjglobal.services>; 'Francisco 'Kiko' Palacios' <francisco.palacios1@guamcc.edu>; 'Julie Ulloa-Heath' <julle.ulloaheath@guamcc.edu>; 'Huan Hosei' <huan.hosei@guamcc.edu>; 'Rodalyn Gerardo' <rodalyn.gerardo@guamcc.edu>; materialsmanagement@guamcc.edu; 'Florenda Miranda' <flor@jjglobal.services>; 'Kit Casin' <kit.casin@jjglobal.services>

Subject: Notice of Intent to Award GCC-FB-21-009, Replacement of Building 900 Metal Awning Structure; Documents Required

Importance: High

Dear Ms. Joleen,

Find attached per Said Subject Matter.

1. List of Crew (workers) for Project
2. Performance Bond
3. Certificate of Insurance
4. Schedule of Values
5. Overhead and Profit Multiplier
6. CPM Chart
7. Guam Contractor's License

Looking forward to your kind reply. ~~Please acknowledge receipt of this transmission and its attachments.~~ Thank you and be safe.

Sincerely,

VIRGINIA M. TEDPAHOGO

Collection Administrator

virginia@jjglobal.services



PO Box 217881 Barrigada, GU 96921

Telephone Number: 671.632.1179

Facsimile Number: 671.632.3550

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

CONFIDENTIALITY NOTICE:

This electronic message transmission and any attachments to it has been sent for the sole purpose of the intended recipient(s). If you are not an intended recipient, you are hereby notified that any unauthorized dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. Any use of this information and its attachments, without consent of the sender is punishable by law. Furthermore, the sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail and its attachments. If you have received this communication in error, please notify the sender and immediately delete or otherwise destroy the original message and all attachments.

From: Kit Casin <kit.casin@jjglobal.services>
Sent: Tuesday, July 6, 2021 5:19 PM
To: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Cc: Aileen de Dios <aileen@jjglobal.services>; Luis E. Bustamante <luis.bustamante34@gmail.com>; Admin Assistant <admin@jjglobal.services>; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>; Julie Ulloa-Heath <julie.ulloaheath@guamcc.edu>; Huan Hosei <huan.hosei@guamcc.edu>; Rodalyn Gerardo <rodalyn.gerardo@guamcc.edu>; materialsmanagement@guamcc.edu; Virginia Tedpahogo <virginia@jjglobal.services>; Florenda Miranda <flor@jjglobal.services>
Subject: Re: Notice of Intent to Award GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure

Hi Ms. Joleen,

Apologies for that. pursuant to my previous email, Kindly find attached our Acknowledgement of the Notice of Intent to Award for your reference.

Along with a Letter of acknowledgement is our cover letter.

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

Thank you

Best Regards,
Kit Casin
Executive Secretary



Services

PO Box 217881
GMF Barrigada GU 96921
Tel # 671-633-2603
email: kit.casin@jjglobal.services
<http://www.jjglobal.services/>

On Tue, Jul 6, 2021 at 5:12 PM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:

Ms. Kit Casin,

Please note that there are no attachments to this email. Please provide the attachments.

Thank you.

Joleen M. Evangelista

Procurement & Inventory Administrator

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

Sent: Tuesday, July 6, 2021 3:44 PM

To: Joleen Evangelista joleen.evangelista@guamcc.edu

Cc: Aileen de Dios <aileen@jiglobal.services>; Luis E. Bustamante <luis.bustamante34@gmail.com>; Admin Assistant <admin@jiglobal.services>; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>; Julie Ulloa-Heath <julle.ulloaheath@guamcc.edu>; Huan Hosei <huan.hosei@guamcc.edu>; Rodalyn Gerardo <rodalyn.gerardo@guamcc.edu>; materialsmanagement@guamcc.edu; Virginia Tedpahogo <virginia@jiglobal.services>; Florenda Miranda <flor@jiglobal.services>

Subject: Re: Notice of Intent to Award GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure

Hafa Adai Ms. Joleen,

I hope this email finds you well.

Kindly find attached our Acknowledgement of the Notice of Intent to Award for your reference.

Along with a Letter of acknowledgement is our cover letter.


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

Thank you

Best Regards,

Kit Casin

Executive Secretary

 Services

PO Box 217881

GMF Barrigada GU 96921

Tel # 671-633-2603

email: kit.casin@jjglobal.services

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

On Tue, Jul 6, 2021 at 9:49 AM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:

Mr. Bustamante, Ms. Casin and JJ Global Administration:

Please note that GCC received an email return from Ms. Aileen de Dios stating that she will be out of the office from July 1, 2021 to August 2, 2021 with limited access to my email. It also indicated to send emails to Ms. Kit Casin and JJ Global Admin. for urgent matters.

Please review the letter and acknowledge receipt ASAP or by 5 pm Tuesday, July 6, 2021 via email to: materialsmanagement@guamcc.edu.

Please provide the required documents requested ASAP or no later than 10 days from the date of the letter otherwise, GCC will not be able to continue with the award.

Please let me know if you have any questions or concerns.

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

-----Original Message-----

From: Joleen Evangelista [mailto:joleen.evangelista@guamcc.edu]
Sent: Friday, July 2, 2021 5:34 PM
To: 'Aileen de Dios' <aileen@jjglobal.services>; 'Luis E. Bustamante' <luis.bustamante34@gmail.com>
Cc: Francisco 'Kiko' Palacios (francisco.palacios1@guamcc.edu) <francisco.palacios1@guamcc.edu>; 'Julie Ulloa-Heath'

<julie.ulloaheath@guamcc.edu>; Huan Hosei (huan.hosei@guamcc.edu)
<huan.hosei@guamcc.edu>; 'Rodalyn Gerardo' <rodalyn.gerardo@guamcc.edu>;
materialsmanagement@guamcc.edu

Subject: Notice of Intent to Award GCC-FB-21-009 Replacement of Building 900
Metal Awning Structure

Mr. Bustamante and Ms. De Dios,

Please see the attached Notice of Intent to Award letter for the
GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure for Option
2: Galvanized Iron.

Please review the letter and acknowledge receipt ASAP or by 5 pm Tuesday,
July 6, 2021 via email to: materialsmanagement@guamcc.edu.

Please provide the required documents requested ASAP or no later than 10
days from the date of the letter.

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

--

E-mail administered by Guam Community College



E-mail administered by Guam Community College



E-mail administered by Guam Community College



Date: 16th July 2021

VIA HAND-DELIVER

To: Guam Community College
ATTN.: GCC Materials Management Office
Room 2104
Mangilao, Guam

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

Please find per the directive of Joleen M. Evangelista / Procurement & Inventory Administrator, the following Contents.

- List of Workers
- Performance Bond
- Certificate of Insurance
- Schedule of Values
- Overhead and Profit Multiplier / CPM Chart
- Contractor's License

Delivered By: *Akremio De la Cruz Jr.*
PRINT and SIGN

Date Delivered: *07/19/21*

Guam Community Colling
MATERIAL MANAGEMENT
RECEIVED

JUL 19 2021 10:23am

Initials: *JD*
Forwarded to: _____
Date Forwarded: _____

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

Joleen Evangelista

From: Kit Casin <kit.casin@jjglobal.services>
Sent: Tuesday, July 6, 2021 5:19 PM
To: Joleen Evangelista
Cc: Aileen de D'Íos; Luis E. Bustamante; Admin Assistant; Francisco 'Kiko' Palacios; Julie Ulloa-Heath; Huan Hosei; Rodalyn Gerardo; materialsmanagement@guamcc.edu; Virginia Tedpahogo; Florenda Miranda
Subject: Re: Notice of Intent to Award GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure
Attachments: GCC Notice of Intent to Award.pdf; GCC LETTER OF METAL AWNING.pdf

Hi Ms. Joleen,

Apologies for that. pursuant to my previous email, Kindly find attached our Acknowledgement of the Notice of Intent to Award for your reference.

Along with a Letter of acknowledgement is our cover letter.

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

Thank you

Best Regards,
Kit Casin
Executive Secretary



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GMF Barrigada GU 96921
Tel # 671-633-2603
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Procurement & Inventory Administrator

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Sent: Tuesday, July 6, 2021 3:44 PM

To: Joleen Evangelista joleen.evangelista@guamcc.edu

Cc: Aileen de Dios <aileen@jjglobal.services>; Luis E. Bustamante <luis.bustamante34@gmail.com>; Admin Assistant <admin@jjglobal.services>; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>; Julie Ulloa-Heath <julie.ulloaheath@guamcc.edu>; Huan Hosei <huan.hosei@guamcc.edu>; Rodalyn Gerardo <rodalyn.gerardo@guamcc.edu>; materialsmanagement@guamcc.edu; Virginia Tedpahogo <virginia@jjglobal.services>; Florenda Miranda <flor@jjglobal.services>

Subject: Re: Notice of Intent to Award GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure

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Thank you

Best Regards,

Kit Casin

Executive Secretary

Services

PO Box 217881

GMF Barrigada GU 96921

Tel # 671-633-2603

email: kit.casin@jjglobal.services

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

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Mr. Bustamante, Ms. Casin and JJ Global Administration:

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Please review the letter and acknowledge receipt ASAP or by 5 pm Tuesday, July 6, 2021 via email to: materialsmanagement@guamcc.edu.

Please provide the required documents requested ASAP or no later than 10 days from the date of the letter otherwise, GCC will not be able to continue with the award.

Please let me know if you have any questions or concerns.

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

-----Original Message-----

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

Sent: Friday, July 2, 2021 5:34 PM
To: 'Aileen de Dios' <aileen@jjglobal.services>; 'Luis E. Bustamante' <luis.bustamante34@gmail.com>
Cc: Francisco 'Kiko' Palacios (francisco.palacios1@guamcc.edu) <francisco.palacios1@guamcc.edu>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; Huan Hosei (huan.hosei@guamcc.edu) <huan.hosei@guamcc.edu>; 'Rodaly Gerardo' <rodalyn.gerardo@guamcc.edu>; materialsmanagement@guamcc.edu
Subject: Notice of Intent to Award GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure

Mr. Bustamante and Ms. De Dios,

Please see the attached Notice of Intent to Award letter for the GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure for Option 2: Galvanized Iron.

Please review the letter and acknowledge receipt ASAP or by 5 pm Tuesday, July 6, 2021 via email to: materialsmanagement@guamcc.edu.

Please provide the required documents requested ASAP or no later than 10 days from the date of the letter.

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

--

E-mail administered by Guam Community College



E-mail administered by Guam Community College



JJGlobal

Facilities Maintenance • Logistics • Construction

July 6, 2021

Ms. Joleen M. Evangelista
Procurement & Inventory Administrator

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

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

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

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

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

Thank you

Very Respectfully Yours,

A handwritten signature in black ink, appearing to read 'Luis E. Bustamante'.

Luis E Bustamante
CEO

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

GCC PR0375

GCC ~ Agency Report ~ Tab 5 ~ AR060



July 2, 2021

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

Attn: Mr. Luis Bustamante
CEO

Ms. Aileen de Dios
General Manager

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

Dear Mr. Bustamante and Ms. De Dios,

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

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

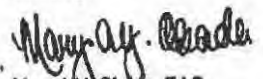
1. The list of workers that will be assigned to this project so that GCC can clear them off the sex offender registry. Please provide their full legal name and Date of Birth.
2. Performance Bond in the amount of one-hundred percent (100%) of the contract price. The bond shall be in accordance with Item 16 of the General Terms and Conditions of this bid.
3. Certificate of Insurance showing proof of Contractor's Liability Insurance
4. Listing of subcontractors- if none, please indicate; if there are subcontractors, please provide the contractor's name and full legal name and Date of birth of the subcontractor's employees that will be assigned to this project.
5. Schedule of Values
6. Overhead and Profit Multiplier (Isolated)
7. Updated CPM Chart
8. Copy of your current Guam Contractor's license.

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

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

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

Sincerely,


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

Acknowledged by Luis E. Bustamante
Received July 06, 2021
Time 8:14 AM

GCC is an equal opportunity provider and employer. Individuals requiring special accommodations, auxiliary aids, or services please contact 735-5597. P.O. Box 21069, GMF, Barrigada, Guam 96921 • gcc.info@guamcc.edu • Phone: (671) 735-5531 | Fax: (671) 734-1003 / 2942 • www.guamcc.edu

GCC PR0374

GCC ~ Agency Report ~ Tab 5 ~ AR061

Appeal No. OPA-PA-21-013

**Agency Report
Tab 6**

**Award Letter,
Formal Contract (unsigned by JJ Global) and
Purchase Order**



July 26, 2021

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

Attention: Mr. Luis Bustamante
CEO

Ms. Aileen de Dios
General Manager

Subject: **Notification of Bid Award**

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

Dear Mr. Bustamante and Ms. De Dios,

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

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

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

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

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

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

Sincerely,

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

RF

Emma Reser
8-4-21
ER

CONTRACT NO. P2101070

CONTRACT
(Replacement of Building 900 Metal Awning Structure)

JJ Global Services
(Contractor)

Guam Community College
(GCC)

Bid No: GCC-FB-21-009

Amount: \$163,263.84

Place: Guam Community College

FORMAL CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

XIV. INDEMNITY. Contractor agrees to save and hold harmless GCC, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.

XV. MODIFICATION OR AMENDMENTS: No modification, amendment, alteration or change of the terms and conditions of this Agreement shall be valid or enforceable unless made in writing and executed by both parties hereto and approved by appropriate action by GCC.

XVI. ATTORNEY FEES: If either GCC or Contractor institute legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and cost of suit.

XVII. INSURANCE: During the term of this agreement, Contractor must maintain insurance as required on the Notice of Intent to Award. Contractor is responsible for obtaining all applicable insurance. GCC assumes no liability for any accident or injury that may occur to the Contractor, his agents, dependents, or personal property while on GCC premises performing said scope of service.

XVIII. ASSIGNMENT OF AGREEMENT: Assignment will not be accepted without approval from GCC. Request for approval of assignment must be made with submission of proposal. No assignment will be accepted if request is not made in writing with the proposal.

XIX. RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS: The contractor warrants that no person in its employments who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the contractor while on government property, with the exception of public highways. If any employee of contractor is providing services on government property and is convicted subsequent to an award of a contract, then the contractor warrants that it will notify GCC of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the contractor is found to be in violation of any of the provisions of this paragraph, then GCC will give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from GCC, and the contractor shall notify GCC when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from GCC, then GCC in its sole discretion may

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

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

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

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

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

Luis E. Bustamante
CEO
JJ Global Services

Mary A. Okada 07/26/2021
Mary A. Okada, Ed.D. *Reg*
President
Guam Community College

CERTIFIED FUNDS AVAILABE

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



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

Purchase Order Number

P2101070

Issue Date: 07/27/21

Delivery Date: 07/27/21

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

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

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

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

Vendor:

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

Ship To:

Materials Management
 PO Box 23069 GMF
 Barrigada GU 96921

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	2015 Contractual Services Bid No. GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure. Description of work and cost break down: a, b, c with Option 2 Galvanized, d, e, f, g, h, i) Total Cost \$163,263.84. Timeline to complete project within ninety (90) consecutive calendar days upon receipt of purchase order and inclusive of the building permit process and material lead-time. *****FOR INTERNAL USE ONLY***** <i>Elma Ruiz</i> <i>8-4-21</i> 		EA		163,263.84

REMARKS:

TOTAL AUTHORIZED ►

CONTINUED

FOR GUAM COMMUNITY COLLEGE USE ONLY

Joleen M. Evangelista

Joleen M. Evangelista
 Procurement & Inventory Administrator

R. Magana

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

Mary A. Y. Okada

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

JUL 28 2021

Date

MATERIALS MANAGEMENT

GCC PR0394

GCC ~ Agency Report ~ Tab 6 ~ AR008



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

Purchase Order Number
 P2101070

Issue Date: 07/27/21

Delivery Date: 07/27/21

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

Ship To:
 Materials Management
 PO Box 23069 GMF
 Barrigada GU 96921

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

24 hour notice for large deliveries is recommended. Please call 671 735 5525 to make arrangements

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

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

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	Requestor: Francisco Palacios (P&D) FOAP: 30.1065.7230.66.P2106 (Contractual Services) Requisition: R2101180				
REMARKS:					DISCOUNT: .00
					ADDL CHARGES: .00
					TOTAL TAXES: .00
TOTAL AUTHORIZED ▶					163,263.84

FOR GUAM COMMUNITY COLLEGE USE ONLY

Joleen M. Evangelista

Joleen M. Evangelista
 Procurement & Inventory Administrator

R. Maganudo

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

Mary A. Y. Okada

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

JUL 28 2021

Date

MATERIALS MANAGEMENT

Appeal No. OPA-PA-21-013

**Agency Report
Tab 7**

Pertinent Documents re Evaluation of Bid Packets

MEMORANDUM

Date: July 1, 2021
To: Mary A.Y. Okada, Ed.D.
President
Via: Rodalyn Gerardo *Rag*
Vice President, Finance & Administration
From: Joleen M. Evangelista *JME*
Procurement & Inventory Administrator
Subject: Bid Evaluation and Recommendation for Replacement of Building 900 Metal
Awning Structure
Bid No: GCC-FB-21-009

The Bid Invitation for the above was advertised in the Guam Daily Post on Thursday, May 13, 2021, the Mandatory Pre-Bid Conference & site visit was held on Wednesday, March 19, 2021. There were three (3) prospective bidders and the Bid Opening was held at 10:15 a.m. on Thursday, June 3, 2021

There were two (2) bids received from:

1. Clayarch Inc.
2. JJ Global Services

The bids submitted were reviewed and evaluated by:

1. Francisco "Kiko" Palacios, Sustainability & Project Coordinator
2. Inocencio "Shine" San Augustin, Facilities Building Maintenance Superintendent

On June 3, 2021, Aileen de Dios (General Manager) of JJ Global advised via email to correct their price submission for the Black Iron and Galvanized Iron. They advised it was a typo error and galvanized iron cost more than the black iron. JJ Global wanted to switch the two prices submitted for the two options. On June 4, 2021, GCC advised that the bid prices received from JJ Global Services cannot be changed after the Bid Opening. On June 8, 2021, Aileen de Dios advised via email that it is well noted.

Please see the attached bid evaluation completed on June 28, 2021. All bidders submitted all the required documents and responded to the clarifications requested. The bid price breakdown received were as follows:

Options	JJ Global	Clayarch Inc.
1: Black Iron	\$179,590.24	\$183,000.00
2: Galvanized Iron	\$163,263.84	\$192,000.00

It is recommended that the award be made to JJ Global Services for Option 2: Galvanized Iron. They are deemed the lowest, responsive and responsible bidder. The total amount to be awarded for this project is \$163,263.84.

Approved

Disapproved

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

Joleen Evangelista

From: Francisco Palacios <francisco.palacios1@guamcc.edu>
Sent: Wednesday, June 30, 2021 11:23 AM
To: Josephine Arceo
Cc: Julie Ulloa-Heath; Joleen Evangelista
Subject: Recommendation to Award GCC-FB-21-009 Building 900 Awning Replacement
Attachments: GCC-FB-21-009 Recommendation to Award with Supporting Documents.pdf

Hafa adai Ms. Josephine,

Please see Recommendation to Award Letter with additional supporting documents to start the Requisition Process for GCC-FB-21-009. Please let me know if you have any questions or concerns.

Best,

--

Francisco "Kiko" Palacios
Guam Community College
Planning and Development Dept.
Sustainability and Project Coordinator
(w)671-735-5501
(c) 671-777-8087

"Nature is inexhaustibly sustainable if we care for it. It is our universal responsibility to pass a healthy earth onto future generations."

— Sylvia Dolson



E-mail administered by Guam Community College



Planning and Development
Facilities and Maintenance

MEMORANDUM FOR RECORD

TO: Joleen Evangelista, Materials Management Administrator
 FROM: Julie Ulloa-Heath, Acting. Asst. Director Planning and Development
 VIA: Francisco "Kiko" Palacios, Sustainability and Project Coordinator *FCP*
 SUBJECT: Recommendation to Award – GCC-FB-21-009
 DATE: 06/28/2021

Hafa adai,

The Guam Community College's Planning and Development Division along with the Materials Management Office (MMO) had finalized its' plans to initiate the GCC-FB-21-009 Replacement of Building 900 Awning Structure in which MMO had scheduled the Pre-Bid Conference (May 19, 2021), Bid-Opening (June 3, 2021) and Bid Submission Deadline for this project. A Mandatory Site visit was scheduled on May 19, 2021 which occurred right after the Pre-Bid Conference. The Bid was made public via a one day newspaper ad on the Guam Daily Post prior to the Pre-Bid Conference.

Among those who attended the Mandatory Site Visit on May 19, 2021, only two Qualified Contractors made an official submission for the Bid by the deadline date of June 3, 2021. These companies include:

- ClayArch Inc.
- JJ Global Services

A two person Evaluation Team consisting of the Sustainability and Project Coordinator (Francisco Palacios) and the Facility Superintendent (Inocencio San Agustin) was develop to review submissions for this Bid. After evaluating submissions from the two (2) eligible Qualified Contractors the first time, a set of clarification questions were developed by GCC Project Evaluators requesting for clarification for certain items on the Contractor's submission. Both Contractor's were then sent their respective clarification questions by GCC MMO. Both Qualified Contractors responded to these questions and GCC was able to continue with their evaluation for the specified Bid Project.

After the evaluation was completed for both Contractor's submission on Monday, 6.28.2021 GCC had determined that both vendors submitted the necessary documentation (i.e. CPM Chart, Project Narrative, Conceptual Drawing, and the Price Proposal Breakdown) and were responsive to all the requirements of the project. However, JJ Global submitted the lower overall price proposal for the entire project and for both metal options requested for the Bid Project. See Price Proposal Submission Breakdown sheet which details the price proposals of both Contractors.

The GCC P&D is recommending to award this project to *JJ Global Services* for the for the (Galvanize Option). The total cost of the project will be \$163,263.84.

SOW	JJ Global Services	Clayarch Inc.
A.	\$10,355.39	\$9,640.00
B.	\$4,002.08	\$10,250.00
C.	\$72,130.59	\$67,560.00
D.	\$5,252.74	\$10,660.00
E.	\$12,256.38	\$27,470.00



Planning and Development
Facilities and Maintenance

GUAM COMMUNITY COLLEGE

F.	\$15,170.00	\$15,170.00
G.	\$37,520.00	\$37,520.00
H.	\$4,100.00	\$4,100.00
L.	\$9,630.00	\$9,630.00
TOTAL	\$166,420.00 (Galvanize Option)	\$192,000.00 Galvanize Option)

Should you have any questions or concerns pertaining to this recommendation, please do not hesitate to contact me.

Francisco "Kiko" E. Palacios
Sustainability & Project Coordinator

APPROVED:
Dr. Julie Ulloa-Heath
Assistant Director, Planning & Development

Inocencio "Shine" San Agustin
Facility Superintendent

Joleen Evangelista

From: Aileen de Dios <aileen@jjglobal.services>
Sent: Friday, June 25, 2021 2:57 PM
To: Joleen Evangelista
Cc: Kit Casin; Luis E. Bustamante; materialsmanagement@guamcc.edu; Francisco 'Kiko' Palacios; Julie Ulloa-Heath; Inocencio San Agustin; Aaron
Subject: Re: Clarification request GCC-FB-21-009 Replacement of Building 900 Awning Structure JJ Global

HI Joleen,

Please see formal responses to your inquiries:

1) Please clarify JJ Globals One Year Written Certificate of Warranty as none was mentioned.

---Yes the Certificate of Warranty is one year, per standard.

2) Please clarify JJ Globals demolition and disposal plan as none was mentioned.

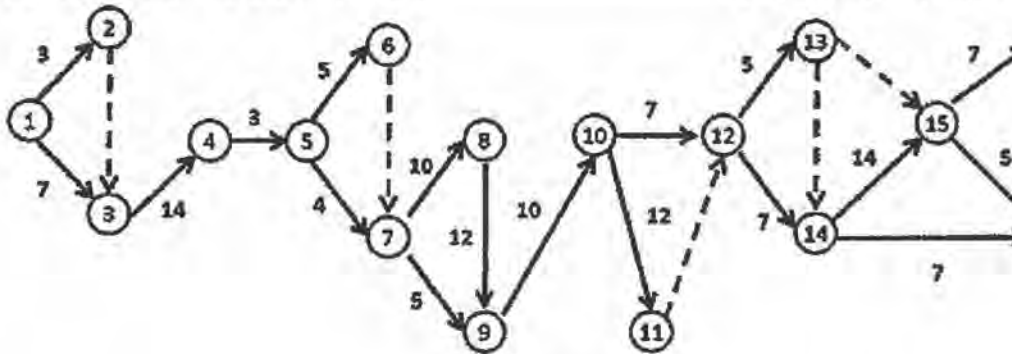
---Yes we will comply as per Technical Specification on Items A & B.

---Although plan is not originally required, we will furnish upon award.

3) Please clarify if JJ Global will complete the project within 90 Calendar Days, the provided CPM chart is unclear. Will just need to input Start Days in the equation.

---CPM as shown below is clearly stipulating each line item and tentative days to finish.

Activity		Activity Description	Normal Time	Earliest Time (TE)	
start	end			Start (ES)	Finish (EF)
1	2	Assessment and evaluation of existing structure	3	0	3
1	3	Design Phase	7	0	7
3	4	Application for Building Permit & other Licenses	14	7	21
4	5	Mobilization	3	21	24
5	6	Removal of existing tools, equipment, etc. from the structure	5	24	29
5	7	Removal and disposal of the existing awning (Phase 1)	4	24	28
7	8	Removal and disposal of the existing metal columns and beams (Phase 1)	10	28	38
7	9	Removal and disposal of the existing awning (Phase 2)	4	28	32
9	10	Removal and disposal of the existing metal columns and beams (Phase 2)	10	32	42
8	9	Installation of new metal columns and beams (Phase 2)	10	38	48
10	11	Installation of new metal columns and beams (Phase 2)	10	42	52
10	12	Installation of new rafter system	7	42	49
12	13	Installation of cable bracing	5	49	54
12	14	Installation of new purlins	7	49	56
14	15	Installation of corrugated roof sheet panels	14	56	70
15	16	Application of oil based primer and paint	5	70	75



First Line Item shows progress to do from 1-2 will take about 3 (number in between arrows) Estimated Days but we are looking at finishing it "EF" 78-90 days.

Disclosure: 90 Days does not include delays due to weather or natural calamities that are beyond our control and scarcity of materials being available in our Island.

4) Clarify if JJ Global will utilize 22 gauge thickness corrugated roof sheet panels.

---Yes, it's per the required specifications.

5) Please clarify if JJ Global will install new gutters and down spouts.

---Yes, it's included in the proposal.

6) Please clarify if JJ Global will remove and reinstall existing equipment, tools, systems, infrastructure, CCTV, etc... into the new awning structure. This will be determined by GCC reps.

---Yes, kindly refer to Item I in the Bill of Quantities

7) Please clarify if JJ Global will utilize only anti-corrosive fasteners, nuts, bolts etc.. and no metal to metal corrosion reaction as a result of two different metals being in contact.

---Yes, confirmed.

8) Please clarify if the new awning structure will be engineered to withstand 200 mile per hour winds.

---Yes, it is designed to withstand the required wind load.

Thank you Joleen and let me know how else I can further assist.

All the best,

Aileen de Dios
General Manager
<http://www.jjglobal.services/>
E: aileen@jjglobal.services
O: 671-632-1179
F: 671-632-3550

On Wed, Jun 23, 2021 at 3:54 PM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:

Kit and Aileen,

Just following up again on the clarifications requested from JJ Global for the above bid. GCC needs to complete the evaluation. Please provide the information as requested in the email to materialsmanagement@guamcc.edu.

Thank you.

Joleen M. Evangelista

Procurement & Inventory Administrator

From: Joleen Evangelista [mailto:joleen.evangelista@guamcc.edu]
Sent: Tuesday, June 22, 2021 6:48 PM
To: 'Aileen de Dios' <aileen@jjglobal.services>
Cc: 'Luis E. Bustamante' <luis.bustamante34@gmail.com>; 'materialsmanagement@guamcc.edu' <materialsmanagement@guamcc.edu>; 'Francisco 'Kiko' Palacios' <francisco.palacios1@guamcc.edu>; 'Julie Ulloa'

Heath' <julie.ulloaheath@guamcc.edu>; 'Inocencio San Agustin' <inocencio.sanagustin@guamcc.edu>
Subject: RE: Clarification request GCC-FB-21-009 Replacement of Building 900 Awning Structure JJ Global

Ms. De Dios,

Just following up on the clarifications requested for the above bid. Please note that the responses were due today, 6/22/21. Please provide the information as requested in the email to materialsmanagement@guamcc.edu.

Thank you,

Joleen M. Evangelista

Procurement & Inventory Administrator

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

Sent: Monday, June 21, 2021 9:29 AM

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

Cc: Luis E. Bustamante <luis.bustamante34@gmail.com>; materialsmanagement@guamcc.edu; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>; Julie Ulloa-Heath <julie.ulloaheath@guamcc.edu>; Inocencio San Agustin <inocencio.sanagustin@guamcc.edu>

Subject: Re: Clarification request GCC-FB-21-009 Replacement of Building 900 Awning Structure JJ Global

Hi Ms. Joleen,

Confirming receipt of your email and I will forward it to our Engineers so they can provide the answers to your inquiries in another email.

Thank you.

All the best,

Alleen de Dios

General Manager

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

E: alleen@jjglobal.services

O: 671-632-1179

F: 671-632-3550

On Mon, Jun 21, 2021 at 9:25 AM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:

Ms. De Dios and Mr. Luis Bustamante,

GCC is working on the evaluation for the above bid and would like to clarify the following:

- 1) Please clarify JJ Globals One Year Written Certificate of Warranty as none was mentioned.
- 2) Please clarify JJ Globals demolition and disposal plan as none was mentioned.
- 3) Please clarify if JJ Global will complete the project within 90 Calendar Days, the provided CPM chart is unclear.
- 4) Clarify if JJ Global will utilize 22 gauge thickness corrugated roof sheet panels.
- 5) Please clarify if JJ Global will install new gutters and down spouts.
- 6) Please clarify if JJ Global will remove and reinstall existing equipment, tools, systems, infrastructure, CCTV, etc... into the new awning structure. This will be determined by GCC reps.
- 7) Please clarify if JJ Global will utilize only anti-corrosive fasteners, nuts, bolts etc.. and no metal to metal corrosion reaction as a result of two different metals being in contact.
- 8) Please clarify if the new awning structure will be engineered to withstand 200 mile per hour winds.

Please advise ASAP or by Tuesday, June 22, 2021 via email to: materialsmanagement@guamcc.edu.

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator



E-mail administered by Guam Community College



E-mail administered by Guam Community College

Joleen Evangelista

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Tuesday, June 22, 2021 6:48 PM
To: 'Aileen de Dios'
Cc: 'Luis E. Bustamante'; 'materialsmanagement@guamcc.edu'; 'Francisco 'Kiko' Palacios'; 'Julie Ulloa-Heath'; 'Inocencio San Agustin'
Subject: RE: Clarification request GCC-FB-21-009 Replacement of Building 900 Awning Structure JJ Global

Ms. De Dios,

Just following up on the clarifications requested for the above bid. Please note that the responses were due today, 6/22/21. Please provide the information as requested in the email to materialsmanagement@guamcc.edu.

Thank you.

Joleen M. Evangelista
Procurement & Inventory Administrator

From: Aileen de Dios [mailto:aileen@jjglobal.services]
Sent: Monday, June 21, 2021 9:29 AM
To: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Cc: Luis E. Bustamante <luis.bustamante34@gmail.com>; materialsmanagement@guamcc.edu; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>; Julie Ulloa-Heath <julie.ulloaheath@guamcc.edu>; Inocencio San Agustin <inocencio.sanagustin@guamcc.edu>
Subject: Re: Clarification request GCC-FB-21-009 Replacement of Building 900 Awning Structure JJ Global

Hi Ms. Joleen,

Confirming receipt of your email and I will forward it to our Engineers so they can provide the answers to your inquiries in another email.
Thank you.

All the best,

Aileen de Dios
General Manager
<http://www.jjglobal.services/>
E: aileen@jjglobal.services
O: 671-632-1179
F: 671-632-3550

On Mon, Jun 21, 2021 at 9:25 AM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:

Ms. De Dios and Mr. Luis Bustamante,

GCC is working on the evaluation for the above bid and would like to clarify the following:

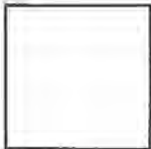
- 1) Please clarify JJ Globals One Year Written Certificate of Warranty as none was mentioned.
- 2) Please clarify JJ Globals demolition and disposal plan as none was mentioned.
- 3) Please clarify if JJ Global will complete the project within 90 Calendar Days, the provided CPM chart is unclear.
- 4) Clarify if JJ Global will utilize 22 gauge thickness corrugated roof sheet panels.
- 5) Please clarify if JJ Global will install new gutters and down spouts.
- 6) Please clarify if JJ Global will remove and reinstall existing equipment, tools, systems, infrastructure, CCTV, etc... into the new awning structure. This will be determined by GCC reps.
- 7) Please clarify if JJ Global will utilize only anti-corrosive fasteners, nuts, bolts etc.. and no metal to metal corrosion reaction as a result of two different metals being in contact.
- 8) Please clarify if the new awning structure will be engineered to withstand 200 mile per hour winds.

Please advise ASAP or by Tuesday, June 22, 2021 via email to: materialsmanagement@guamcc.edu.

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator



E-mail administered by Guam Community College

Joleen Evangelista

From: Aileen de Dios <aileen@jjglobal.services>
Sent: Monday, June 21, 2021 9:29 AM
To: Joleen Evangelista
Cc: Luis E. Bustamante; materialsmanagement@guamcc.edu; Francisco 'Kiko' Palacios; Julie Ulloa-Heath; Inocencio San Agustin
Subject: Re: Clarification request GCC-FB-21-009 Replacement of Building 900 Awning Structure JJ Global

Hi Ms. Joleen,

Confirming receipt of your email and I will forward it to our Engineers so they can provide the answers to your inquiries in another email.
Thank you.

All the best,

Aileen de Dios
General Manager
<http://www.jjglobal.services/>
E: aileen@jjglobal.services
O: 671-632-1179
F: 671-632-3550

On Mon, Jun 21, 2021 at 9:25 AM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:

Ms. De Dios and Mr. Luis Bustamante,

GCC is working on the evaluation for the above bid and would like to clarify the following:

- 1) Please clarify JJ Globals One Year Written Certificate of Warranty as none was mentioned.
- 2) Please clarify JJ Globals demolition and disposal plan as none was mentioned.
- 3) Please clarify if JJ Global will complete the project within 90 Calendar Days, the provided CPM chart is unclear.
- 4) Clarify if JJ Global will utilize 22 gauge thickness corrugated roof sheet panels.
- 5) Please clarify if JJ Global will install new gutters and down spouts.

- 6) Please clarify if JJ Global will remove and reinstall existing equipment, tools, systems, infrastructure, CCTV, etc... into the new awning structure. This will be determined by GCC reps.
- 7) Please clarify if JJ Global will utilize only anti-corrosive fasteners, nuts, bolts etc.. and no metal to metal corrosion reaction as a result of two different metals being in contact.
- 8) Please clarify if the new awning structure will be engineered to withstand 200 mile per hour winds.

Please advise ASAP or by Tuesday, June 22, 2021 via email to: materialsmanagement@guamcc.edu.

Thank you and Best Regards,

Joleen M. Evangelista

Procurement & Inventory Administrator



E-mail administered by Guam Community College

Joleen Evangelista

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Monday, June 21, 2021 9:25 AM
To: 'Aileen de Dios'; 'Luis E. Bustamante'
Cc: materialsmanagement@guamcc.edu; Francisco 'Kiko' Palacios (francisco.palacios1@guamcc.edu); 'Julie Ulloa-Heath'; inocencio.sanagustin@guamcc.edu
Subject: Clarification request GCC-FB-21-009 Replacement of Building 900 Awning Structure JJ Global

Ms. De Dios and Mr. Luis Bustamante,

GCC is working on the evaluation for the above bid and would like to clarify the following:

- 1) Please clarify JJ Globals One Year Written Certificate of Warranty as none was mentioned.
- 2) Please clarify JJ Globals demolition and disposal plan as none was mentioned.
- 3) Please clarify if JJ Global will complete the project within 90 Calendar Days, the provided CPM chart is unclear.
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- 5) Please clarify if JJ Global will install new gutters and down spouts.
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- 7) Please clarify if JJ Global will utilize only anti-corrosive fasteners, nuts, bolts etc.. and no metal to metal corrosion reaction as a result of two different metals being in contact.
- 8) Please clarify if the new awning structure will be engineered to withstand 200 mile per hour winds.

Please advise ASAP or by Tuesday, June 22, 2021 via email to: materialsmanagement@guamcc.edu.

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

Joleen Evangelista

From: admin@clayarchinc.com
Sent: Monday, June 21, 2021 3:58 PM
To: joleen.evangelista@guamcc.edu
Cc: materialsmanagement@guamcc.edu; 'Francisco 'Kiko' Palacios'; 'Julie Ulloa-Heath'; inocencio.sanagustin@guamcc.edu
Subject: RE: Clarification request GCC-FB-21-009 Replacement of Building 900 Awning Structure
Attachments: GCC-FB-21-009 Clarification Questions (Clayarch, Inc.).pdf

Good Afternoon. Ms. Joleen,
Please see attached the letter of response for clarification questions.
Please let me know if you need more information.
Thank you and have a nice day.

Best regards,

MIN CHUL KONG



SBA 8(a), HUBZone Certified Small Business
T (671) 646-8842 C (671) 486-8290
admin@clayarchinc.com
mckong@clayarchinc.com
www.clayarchinc.com
P.O.Box 12577 Tamuning, Guam 96931
Suite 206 Oka Plaza No.202 Farenholt Ave.
Tamuning, Guam 96913

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Monday, June 21, 2021 9:20 AM
To: admin@clayarchinc.com
Cc: materialsmanagement@guamcc.edu; Francisco 'Kiko' Palacios <francisco.palacios1@guamcc.edu>; 'Julie Ulloa-Heath' <julie.ulloaheath@guamcc.edu>; inocencio.sanagustin@guamcc.edu
Subject: Clarification request GCC-FB-21-009 Replacement of Building 900 Awning Structure

Mr. Kong,

GCC is working on the evaluation for the above bid and would like to clarify the following:

- 1) Please clarify if Clayarch will remove and reinstall existing equipment, tools, systems, infrastructure, CCTV, etc... into the new awning structure. This will be determined by GCC reps.
- 2) Please clarify if rafters are a part of the purlins phase.
- 3) Please clarify if the structure will be engineered to withstand 200 mile per hour winds.
- 4) Please clarify if Clayarch will utilize only anti-corrosive fasteners, nuts, bolts etc.. and no metal to metal corrosion reaction as a result of two different metals being in contact.

Please advise ASAP or by Tuesday, June 22, 2021 via email to: materialsmanagement@guamcc.edu.

Thank you and Best Regards,

Joleen M. Evangelista

Date: June 21, 2021

To: Guam Community College

Attn: Joleen M. Evangelista, Procurement & Inventory Administrator

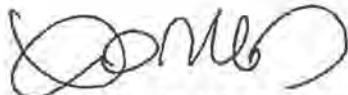
Subj: Clarification Questions

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

Clayarch, Inc. submits the response for clarification questions as follows:

- 1) Please clarify if Clayarch will remove and reinstall existing equipment, tools, systems, infrastructure, CCTV, etc... into the new awning structure. This will be determined by GCC reps.
Response: Clayarch will be removed and reinstalled existing equipment, tools, systems, infrastructure, CCTV, etc. into the new awning structure.
- 2) Please clarify if rafters are a part of the purlins phase.
Response: Clayarch clarify the rafters are a part of the purlins phase.
- 3) Please clarify if the structure will be engineered to withstand 200 mile per hour winds.
Response: Clayarch clarify the structure will be engineered to withstand maximum winds of 200mph.
- 4) Please clarify if Clayarch will utilize only anti-corrosive fasteners, nuts, bolts etc. and no metal-to-metal corrosion reaction as a result of two different metals being in contact.
Response: Clayarch will be utilized only anti-corrosive fasteners, nuts, bolts etc. and no metal-to-metal corrosion reaction as a result of two different metals being in contact.

Yours sincerely



MIN CHUL KONG / VICE PRESIDENT

Joleen Evangelista

From: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Sent: Monday, June 21, 2021 9:20 AM
To: admin@clayarchinc.com
Cc: materialsmanagement@guamcc.edu; Francisco 'Kiko' Palacios (francisco.palacios1@guamcc.edu); 'Julie Ulloa-Heath'; inocencio.sanagustin@guamcc.edu
Subject: Clarification request GCC-FB-21-009 Replacement of Building 900 Awning Structure

Mr. Kong,

GCC is working on the evaluation for the above bid and would like to clarify the following:

- 1) Please clarify if Clayarch will remove and reinstall existing equipment, tools, systems, infrastructure, CCTV, etc... into the new awning structure. This will be determined by GCC reps.
- 2) Please clarify if rafters are a part of the purlins phase.
- 3) Please clarify if the structure will be engineered to withstand 200 mile per hour winds.
- 4) Please clarify if Clayarch will utilize only anti-corrosive fasteners, nuts, bolts etc.. and no metal to metal corrosion reaction as a result of two different metals being in contact.

Please advise ASAP or by Tuesday, June 22, 2021 via email to: materialsmanagement@guamcc.edu.

Thank you and Best Regards,

Joleen M. Evangelista
Procurement & Inventory Administrator

Sent clarifications via email 6/21/21

Joleen Evangelista

From: Francisco Palacios <francisco.palacios1@guamcc.edu>
Sent: Wednesday, June 16, 2021 10:28 AM
To: Joleen Evangelista
Cc: Julie Ulloa-Heath; Inocencio SanAgustin
Subject: GCC-FB-21-009 Clarification Questions

Hafa adai Ms. Joleen,

Below are a list of clarification questions we had for bidders for the Replacement of Bldg. 900 Awning Project(GCC-FB-21-009). Please review the questions first to see if indeed these are qualified clarification questions:

Clayarch Inc:

- 1) Please clarify if Clayarch will remove and reinstall existing equipment, tools, systems, infrastructure, CCTV, etc... into the new awning structure. This will be determined by GCC reps.
- 2) Please clarify if rafters are a part of the purlins phase.
- 3) Please clarify if the structure will be engineered to withstand 200 mile per hour winds.
- 4) Please clarify if Clayarch will utilize only anti-corrosive fasteners, nuts, bolts etc.. and no metal to metal corrosion reaction as a result of two different metals being in contact.

JJ Global:

- 1) Please clarify JJ Globals One Year Written Certificate of Warranty as none was mentioned.
- 2) Please clarify JJ Globals demolition and disposal plan as none was mentioned.
- 3) Please clarify if JJ Global will complete the project within 90 Calendar Days, the provided CPM chart is unclear.
- 4) Clarify if JJ Global will utilize 22 gauge thickness corrugated roof sheet panels.
- 5) Please clarify if JJ Global will install new gutters and down spouts
- 6) Please clarify if JJ Global will remove and reinstall existing equipment, tools, systems, infrastructure, CCTV, etc... into the new awning structure. This will be determined by GCC reps.
- 7) Please clarify if JJ Global will utilize only anti-corrosive fasteners, nuts, bolts etc.. and no metal to metal corrosion reaction as a result of two different metals being in contact.
- 8) Please clarify if the new awning structure will be engineered to the withstand 200 mile per hour winds.

--
Francisco "Kiko" Palacios
Guam Community College
Planning and Development Dept.
Sustainability and Project Coordinator
(w)671-735-5501
(c) 671-777-8087

"Nature is inexhaustibly sustainable if we care for it. It is our universal responsibility to pass a healthy earth onto future generations."
— Sylvia Dolson



E-mail administered by Guam Community College

Memorandum

Date: June 14, 2021

To: Francisco "Kiko" Palacios, P&D Sustainability & Project Coordinator *FCP*
Inocencio "Shine" San Augustin, Facilities Building & Maintenance Superintendent *IS*

From: Joleen Evangelista, Procurement & Inventory Administrator *JEW*

Subject: Evaluation of Replacement of Building 900 Metal Awning Structure

Bid No: GCC-FB-21-009

Bid Issued in Guam Daily Post: Thursday, May 13, 2021
Mandatory Pre-Bid & Site Visit: Wednesday, May 19, 2021
Bid Opening: Thursday, June 3, 2021

The following vendors showed interest in the bid (attended the Mandatory Pre-Bid Conference & site visits & purchased a bid packet):

1. Clayarch, Inc.
2. Paradise Awning
3. JJ Global

There were two (2) bids received and opened at the Bid Opening:

1. JJ Global
2. Clayarch, Inc.

Please review the bids submitted and evaluate based on the specifications set forth in the bid. Please submit the evaluations to MMO ASAP or by Monday, June 21, 2021. Please review each specification and SOW in detail to ensure the requirements are met (if not met, please provide in detail what was not met) and ensure the final evaluations are signed by all evaluators.

Thank you.

Joleen Evangelista

From: Aileen de Dios <aileen@jjglobal.services>
Sent: Tuesday, June 8, 2021 3:41 PM
To: Joleen Evangelista
Cc: materialsmanagement@guamcc.edu; Luis E. Bustamante; Kit Casin; Admin Assistant; Rodalyn Gerardo
Subject: Re: PRICE CORRECTION: GCC-FB-21-009 Replacement of Bldg 900 Metal Awning Structure

Hi Ms. Joleen,

Well noted. Thank you.

All the best,

*Aileen de Dios
General Manager
<http://www.jjglobal.services/>
E: aileen@jjglobal.services
O: 671-632-1179
F: 671-632-3550*

On Fri, Jun 4, 2021 at 5:29 PM Joleen Evangelista <joleen.evangelista@guamcc.edu> wrote:

Ms. De Dios,

Please be advised that the bid prices received from JJ Global Services cannot be changed after the Bid Opening.

Thank you.

Joleen M. Evangelista

Procurement & Inventory Administrator

From: Aileen de Dios [mailto:aileen@jjglobal.services]
Sent: Thursday, June 3, 2021 6:08 PM
To: Joleen Evangelista <joleen.evangelista@guamcc.edu>
Cc: materialsmanagement@guamcc.edu; Luis E. Bustamante <luis.bustamante34@gmail.com>; Kit Casin <kit.casin@jjglobal.services>; Admin Assistant <admin@jjglobal.services>
Subject: PRICE CORRECTION: GCC-FB-21-009 Replacement of Bldg 900 Metal Awning Structure

Hafa Adai Ms. Joleen and GCC Procurement Team,

This email is in pursuant to the bid opening for the above mentioned project conducted earlier today. Kindly refer to the attached for your review and consideration.

Thank you and have a blessed evening.

All the best,

Aileen de Dios

General Manager

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

E: aileen@jjglobal.services

O: 671-632-1179

F: 671-632-3550



E-mail administered by Guam Community College

Joleen Evangelista

From: Aileen de Dios <aileen@jjglobal.services>
Sent: Thursday, June 3, 2021 6:08 PM
To: Joleen Evangelista
Cc: materialsmanagement@guamcc.edu; Luis E. Bustamante; Kit Casin; Admin Assistant
Subject: PRICE CORRECTION: GCC-FB-21-009 Replacement of Bldg 900 Metal Awning Structure
Attachments: Price Correction Letter.pdf

Hafa Adai Ms. Joleen and GCC Procurement Team,

This email is in pursuant to the bid opening for the above mentioned project conducted earlier today. Kindly refer to the attached for your review and consideration.

Thank you and have a blessed evening.

All the best,

Aileen de Dios
General Manager
<http://www.jjglobal.services/>
E: aileen@jjglobal.services
O: 671-632-1179
F: 671-632-3550



June 3, 2021

To: Joleen Evangelista
 Procurement and Inventory Administrator
 Guam Community College
 One Sesame Street, Mangilao Guam, 96913

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

Dear Ms. Evangelista,

We are sending this memo to correct an error in our company submittal earlier for the above mentioned IFB for the Replacement of Building 900 Metal Awning Structure. Price correction as listed below:

Line Item 1C from read:

c. Installation of new metal columns and beams (Option 1 for Black Iron and Option 2 for Galvanized)	\$70,087.18 Opt1	\$18,369.81	\$88,456.99
	\$53,760.79 Opt2	\$18,369.81	\$72,130.59

To:

c. Installation of new metal columns and beams (Option 1 for Black Iron and Option 2 for Galvanized)	\$53,760.79 Opt 1	\$18,369.81	\$72,130.59
	\$70,087.18 Opt 2	\$18,369.81	\$88,456.99

Total Project Price from read:

Total Project Bid Price	Option 1: Black Iron	\$179,590.24
	Option 2: Galvanized Iron	\$163,263.85

To:

Total Project Bid Price	Option 1: Black Iron	\$163,263.84
	Option 2: Galvanized Iron	\$179,590.24

We recognize that the Campus understands this error as Galvanized Iron costs more than the Black Iron and this was a case of typographical error from our end. We are truly apologetic for any inconvenience this may cause.

Thank you and looking forward for your reply.

Sincere Regards,
Aileen de Dios
 General Manager

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

Appeal No. OPA-PA-21-013

**Agency Report
Tab 8**

Bid Opening and Abstract

Guam Community College

BID SUBMISSION SIGN IN SHEET

Date: 10:00 a.m., Thursday, June 3, 2021

Bid No.: GCC-FB-21-009

Bid Description: Replacement of Building 900 Metal Awning Structure

VENDORS please provide all contact information requested
PRINT CLEARLY & LEGIBLY

1	Vendor Name & Address PRINT CLEARLY & LEGIBLY	Representative Name & E-Mail Address	Telephone Number & Fax Number	Date
1	Vendor Name JJ Global Services Vendor Mailing Address P.O. Box 217881 G.M.F. Barisanda, 96921	Full Name <i>dropped off by: Mpu Tamuning</i> Aileen De Dios E-Mail Address admin@jjglobal.services	Telephone Number (671) 787-8286 Fax Number 632-3550	Date 06/03/21
2	Vendor Name CLAYARCH INC. Vendor Mailing Address P.O. Box 12577 Tamuning, GU.	Full Name MIN CHUL KONG E-Mail Address admin@clayarchinc.com	Telephone Number 466-8290 Fax Number 646-8843	Date 6/3/21
3	Vendor Mailing Address	E-Mail Address @	Telephone Number Fax Number	Date
4	Vendor Name Vendor Mailing Address	Full Name E-Mail Address @	Telephone Number Fax Number	Date
5	Vendor Name Vendor Mailing Address	Full Name E-Mail Address @	Telephone Number Fax Number	Date

**GUAM COMMUNITY COLLEGE
 BID OPENING SIGN IN SHEET**

Date: 10:15 am., Thursday, June 3, 2021

Bid No.: GCC-FB-21-009

Description: Replacement of Building 900 Metal Awning Structure

**VENDORS please provide all
 contact information requested
 PRINT CLEARLY & LEGIBLY**

Vendor Name & Address PRINT CLEARLY & LEGIBLY	Representative Name & E-Mail Address	Telephone Number & Fax Number	Date	Received Bid Abstract/Bid Price Form Hard Copy/Email
1 Vendor Name CLAYARCH, INC. Vendor Mailing Address P.O. BOX 12577 TAMUNING GU	Full Name MIN CHUL KONG E-Mail Address admin@clayarchinc.com	Telephone Number 486-8290 Fax Number 646-8843	Date 6/3/21	(HC) MIN KONG 6/3/21
2 Vendor Name STI GLOBAL SERVICES Vendor Mailing Address 4-050X 212881, BARRICADA Guam Community College	Full Name Aileen de Dios E-Mail Address aileen@jglobeal-services	Telephone Number 632-1129 Fax Number	Date 6/3/21	(HC) 6/3/21
3 Vendor Name Guam Community College Vendor Mailing Address PO BOX 23069 GUMF Barrigada, Guam 96921	Full Name Patricia U. Palacios E-Mail Address patricia.palacios@guamcc.edu	Telephone Number 735-5542/40 Fax Number 734-5238	Date 6/3/21	
4 Vendor Name GCC Vendor Mailing Address P.O. BOX 23069 GUMF Barrigada, Guam 96921	Full Name Joleen M. Evangelista E-Mail Address joleen.evangelista@guamcc.edu	Telephone Number 735-5540 Fax Number 734-5238	Date 6/3/21	
5 Vendor Mailing Address	Full Name @	Telephone Number Fax Number	Date	

**GUAM COMMUNITY COLLEGE
 BID OPENING SIGN IN SHEET**

Date: 10:15 am., Thursday, June 3, 2021

Bid No.: GCC-FB-21-009

Description: Replacement of Building 900 Metal Awning Structure

**VENDORS please provide all
 contact information requested**
 PRINT CLEARLY & LEGIBLY

	Vendor Name & Address PRINT CLEARLY & LEGIBLY		Representative Name & E-Mail Address		Telephone Number & Fax Number		Date	Received Bid Abstract/Bid Price Form Hard Copy/Email
					Telephone Number	Fax Number		
6	Vendor Name	Full Name						
	Vendor Mailing Address	E-Mail Address	@					
7	Vendor Name	Full Name						
	Vendor Mailing Address	E-Mail Address	@					
8	Vendor Name	Full Name						
	Vendor Mailing Address	E-Mail Address	@					
9	Vendor Name	Full Name						
	Vendor Mailing Address	E-Mail Address	@					
10	Vendor Name	Full Name						
	Vendor Mailing Address	E-Mail Address	@					

Guam Community College
 Bid Abstract/Bid Price Form
 Bid No. GCC-FB-21-009

Replacement of Building 900 Metal Awning Structure
 Bid Opening Date: 10:15 am, Thursday, June 3, 2021

Item	Description of Work	Vendor 1: JJ Global Services		Vendor 2: Claytech Inc.		Vendor 3: Claytech Inc.		Total		
		Cost for Supplies, Materials, etc.	Cost for Labor	Total	Cost for Supplies, Materials, etc.	Cost for Labor	Total		Cost for Supplies, Materials, etc.	Cost for Labor
a	Removal and disposal of the existing awning (i.e. Corrugated roof sheet panels, purlins, rafters, etc.)		10,355.39	10,355.39		9,164.00	9,164.00	9,164.00		9,164.00
b	Removal and disposal of the existing metal columns and beams		4,002.08	4,002.08		10,250.00	10,250.00	10,250.00		10,250.00
c	Installation of new metal columns and beams (Option 1 for Black Iron and Option 2 for Galvanized)	Option 1: 10,086.18 Option 2: 53,166.79	Option 1: 18,399.81 Option 2: 18,399.81	Option 1: 28,486.00 Option 2: 71,566.60	Option 1: 34,240.00 Option 2: 43,240.00	Option 1: 17,900.00	Option 1: 34,240.00 Option 2: 43,240.00	Option 1: 34,240.00 Option 2: 43,240.00		Option 1: 17,900.00 Option 2: 43,240.00
d	Installation of cable bracing at three (3) specific locations	3,751.95	1,500.78	5,252.74	6,560.00	4,100.00	6,560.00	6,560.00		6,560.00
e	Installation of new Purlins, S-layer and 2'-6" overlap including all component elements	8,754.56	3,501.82	12,256.38	15,580.00	11,890.00	15,580.00	15,580.00		15,580.00
f	Installation of new rafter system including all component elements	16,456.27	1,645.63	18,101.89	6,560.00	8,610.00	6,560.00	6,560.00		6,560.00
g	Installation of 22 Gauge thickness corrugated roof sheet panels to include roof sealant for fastener and joint protection and leak prevention.	22,511.72	9,004.69	31,516.41	21,300.00	16,300.00	21,300.00	21,300.00		21,300.00
h	Application of Oil based primer and two (2) coats final paint on corrugated roof sheet panels (top and bottom)	5,402.81	2,161.13	7,563.94	2,050.00	2,050.00	2,050.00	2,050.00		2,050.00
i	Removal and reinstallation of additional tools, equipment, infrastructure, etc... into the new awning structure.		2,084.42	2,084.42	2,460.00	7,170.00	2,460.00	7,170.00		7,170.00
Total Bid Price		Option 1: 179,590.24 Option 2: 262,841.13	Option 1: 18,399.81 Option 2: 18,399.81	Option 1: 28,486.00 Option 2: 71,566.60	Option 1: 34,240.00 Option 2: 43,240.00	Option 1: 17,900.00 Option 2: 43,240.00	Option 1: 34,240.00 Option 2: 43,240.00	Option 1: 34,240.00 Option 2: 43,240.00		Option 1: 17,900.00 Option 2: 43,240.00

Opened By: Spencer M. Sangley Date: 6/3/2021 Witnessed By: [Signature] Date: 6/3/21

Guam Community College
 Bid No.: GCC-FB-21-008
 Bid Description: Replacement of Building 900 Metal Awning Structure
 10:15 am, Thursday, June 3, 2021

Vendor Name	Bid Total Amount	Bid Guarantee	Certificate of Authority	Power of Attorney	Affidavit of Disclosure Ownership and Commissions	Non-Collusion Affidavit	Affidavit to No Disruptive or Kickbacks	Affidavit to Meet or Exceed Standards	Affidavit to Coming of Fees	Declaration of Compliance with U.S. DOL Wage Determination	Brochures, Drawings, Labor and Technical Specifications	Project Narrative	CPM Chart	Conceptual Design	Contractor's or Business License	Pre Bid Divestment/Financially Appropriate	REMARKS
JJ Global Services	Option 1 - \$174,590.24 Option 2 - \$163,243.84	Bid Guarantee - AIOA Nissey Banc Inc. CO. 15% of bid amt 6/1/21 - Through 6/1/21.	✓	✓	✓	✓	✓	✓	✓	✓ w/wage listing	✓	✓	✓	✓	CL Ustada	✓	1 original 2 copies
ClayArch Inc.	Option 1 - \$183,000.00 Option 2 - \$172,000.00	Bid Bond to/for LEYON INC. CO. 15% of bid amt starting 6/1/21 through 6/1/21.	✓	✓	✓	✓	✓	✓	✓	✓ w/wage listing	✓	✓	✓	✓	CL Ustada	✓	1 original 2 copies University Certificate out of bid amount

Opened By: James M. Gonzalez Date: 6/3/2021 Witnessed By: [Signature] Date: 6/3/21

Appeal No. OPA-PA-21-013

**Agency Report
Tab 9**

Pertinent Pages of JJ Global's Bid Packet

GUAM COMMUNITY COLLEGE
BID INVITATION

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

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

DATE ISSUED: May 13, 2021

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

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

BID FOR:

Replacement of Building 900 Metal Awning Structure

SPECIFICATIONS:

See Attached Scope of Work

BID SUBMISSION LOCATION:

GUAM COMMUNITY COLLEGE
Materials Management Office
Room 2105 1st fl. Administration Bldg. 2000

Mandatory Pre-Bid Conference & Site Visit

10:00 am., Wednesday, May 19, 2021
GCC Technology Center Building 1000, Room 1107

BID OPENING LOCATION:

GCC Technology Center, Building 1000, Room 1107

REQUIRED DELIVERY DATE:

90 Calendar Days upon Receipt of the Purchase Order/Contract

SUBMISSION DEADLINE FOR QUESTIONS:

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

DEADLINE FOR GCC RESPONSES:

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

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

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

EMAIL: materialsmanagement@guamcc.edu; WEBSITE: www.guamcc.edu

NOTE TO BIDDERS:

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

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN:

NAME AND ADDRESS OF BIDDER:

LUCK E. BIRSTAMANTE - CEO
SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

JJ Global Services
PO Box 217881
Barrigada GU, 96921

Luca E. Birstamante

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

ACCEPTED AS TO ITEMS NUMBERED: _____

CONTRACTING OFFICER

GCC PRESIDENT

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED
TO SIGN THIS CONTRACT



Guam Community College
 PO Box 23089
 Barrigada, Guam 96921

Accountability • Impartiality • Competence • Openness • Value

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

DESCRIPTION: Replacement of Building 900 Metal Awning Structure

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

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

 Bidder Representative's Signature

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

- (X)1. **AUTHORITY:**
This solicitation is issued subject to all the provisions of Guam Procurement Laws in 5 GCA Chapter 5, and 2 GAR, Div. 4 (both are available online at <http://www.guamcourts.org/CompilerofLaws/index.html>). Guam Procurement Law requires that all parties involved act in good faith.
- (X)2. **GENERAL INTENTION:**
It is the declared and acknowledged intention and meaning of these General Terms and Conditions for the bidder to provide Guam Community College with specified services or with materials, supplies or equipment completely assembled and ready for use.
- (X)3. **TAXES:**
Bidders are cautioned that they are subject to Guam Income Taxes as well as other taxes on Guam Transactions. Specified information on taxes may be obtained from the Director of Revenue and Taxation.
- (X)4. **LICENSING:**
Bidders are cautioned that the College will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- ()5. **LOCAL PROCUREMENT PREFERENCE:**
All procurement of supplies and services will be made from among businesses licensed to do business in Guam in accordance with Guam Procurement Law.
- (X)6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- (X)7. **"ALL OR NONE" BIDS:**
Unless otherwise allowed under this solicitation, "all or none" bids shall be deemed to be non-responsive. If the bid is so limited, the College shall not reject part of such proposal and award on the remainder. The whole bid must be rejected.
- (X)8. **INDEPENDENT PRICE DETERMINATION:**
The bidder, upon signing the Invitation to Bid, certifies that the prices in the bid were derived at without collusion, and acknowledge that collusion and anticompetitive practices are prohibited by law. Violations will be subject to Guam Procurement laws. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Guam Procurement laws.
- (X)9. **BIDDER'S PRICES:**
The College will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified

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

(X)10. BID ENVELOPE:

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

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

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

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

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

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

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

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

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**

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

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

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

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

(X)17. BID BOND REQUIREMENT:

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

(X)18. PERFORMANCE BOND REQUIREMENT:

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

(X)19. PERFORMANCE GUARANTEE:

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

(X)20. SURETY BONDS:

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

(X)21. COMPETENCY OF BIDDERS:

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

(X)22. DETERMINATION OF RESPONSIBILITY OF BIDDERS:

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

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

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

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

(X)24. TIE BIDS:

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

(X)25. BRAND NAMES:

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

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

(X)26. DESCRIPTIVE LITERATURE:

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

() 27. SAMPLES:

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

() 28. LABORATORY TEST:

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

(X)29. AWARD, CANCELLATION & REJECTION:

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

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

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

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

(X)31. **MARKING:**

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

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

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

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

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

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

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

(X)35. **INSPECTION:**

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

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

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

() 37. SAFETY INSPECTION:

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

(X) 38. GUARANTEE:

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

(X) 39. AMENDMENTS TO INVITATION FOR BIDS:

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

(X) 40. RIGHT TO AUDIT RECORDS:

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

(X) 41. EQUAL EMPLOYMENT OPPORTUNITY:

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

(X)42. COMPLIANCE WITH LAWS:

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

(X)43. CHANGE ORDER:

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

(X)44. STOP WORK ORDER:

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

(X)45. TERMINATION FOR CONVENIENCE:

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

(X)46. TIME FOR COMPLETION:

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

(X)47. JUSTIFICATION OF DELAY:

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

(X) 48. LIQUIDATED DAMAGES:

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

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

(X)49. PHYSICAL LIABILITY:

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

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

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

() 51. BUY AMERICAN PRODUCT:

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

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

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

(X)53. RESTRICTIONS ON SEX OFFENDERS:

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

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

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

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

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

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

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

(X) 56. **CONTACT FOR CONTRACT ADMINISTRATION:**

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

Name: Aileen de Dios Title: General Manager

Address: PO Box 217881 Telephone: 671.632.1179
Barrigada Guam
96921



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

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

May 2021

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

SCOPE OF WORK (SOW):

A. General Requirements of the Scope of Work:

The Qualified Contractor for this SOW shall:

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



**GCC Bid No:
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**Bid Description:
Replacement of Building 900
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9. The Qualified Contractor shall conform to all Occupational Safety and Health Administration (OSHA) regulations, the National Electrical Code (NEC), Environmental Protection Agency and the National Fire Protection Association (NFPA). Clean, maintain, protect work site, and newly installed work as necessary throughout the project period. Provide suitable protective covering on newly installed work when reasonably required to mitigate damage (e.g., during inclement weather) until such time the project is accepted by GCC. Before commencing work, the Qualified Contractor shall coordinate and have in place necessary provisions to protect adjacent building properties for safety, to minimize disruptions and prevent ANY potential hazards. For example, relocate contents away from immediate work area to unoccupied location as work requirements dictate.
10. Properly dispose and recycle all waste, debris, rubbish, etc. associated with the project legally and off-site. Do not allow debris to accumulate at the project site.
11. Take all precautions to assure that GCC's stakeholders (students, employees, and visitors) remain out of harm's way throughout the project. The Qualified Contractor shall properly block off the project site and use appropriate signage.
12. GCC's hours of operation is Monday through Thursday, 7:30 a.m. to 10 p.m., Friday from 7:30 a.m. to 6:00 pm, and Saturday from 7:30 a.m. to 12 p.m. GCC also recognizes Government of Guam's holidays. The Qualified Contractor's request to work on campus outside of GCC's hours of operation must be preapproved by Planning and Development Department.
13. The Qualified Contractor and her/his employees shall adhere to GCC's Tobacco and Betel Nut (Pugu'a) Free Policy 175:
 - a. DO NOT use tobacco products while on Guam Community College property.
 - b. DO NOT use electronic cigarette (e-cigs) devices while on Guam Community College property.
 - c. DO NOT chew or spit pugu'a or chewing tobacco while on Guam Community College property.
14. The Qualified Contractor and her/his employees shall adhere to Public Health and GCC's COVID19 guidelines on campus at all times;
15. Correct defective work to meet SOW requirements.
16. The project is deemed complete by the Qualified Contractor's submission of all warranties, as-build, GCC's formal inspection, and GCC's acceptance of the project for its intended use.



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

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

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

1. Building 900 Awning Bid Price Sheet:

Description of Work	Cost for Supplies, Materials, etc..	Cost for Labor	Total
a. Removal and disposal of the existing awning. (i.e. Corrugated roof sheet panels, purlins, rafters, etc..)		\$10,355.39	\$10,355.39
b. Removal and disposal of the existing metal columns and beams		\$4,002.08	\$4,002.08
c. Installation of new metal columns and beams (Option 1 for Black Iron and Option 2 for Galvanized)	\$70,087.18 Opt1 \$53,760.79 Opt2	\$18,369.81 \$18,369.81	\$88,456.99 \$72,130.59
d. Installation of cable bracing at three (3) specific locations	\$3,751.95	\$1,500.78	\$5,252.74
e. Installation of new Purlins, S-layer and 2'-6" overlap including all component elements	\$8,754.56	\$3,501.82	\$12,256.38
f. Installation of new rafter system including all component elements	\$16,456.27	\$1,645.63	\$18,101.89



GCC Bid No:
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Replacement of Building 900
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g. Installation of 22 gauge thickness corrugated roof sheet panels to include roof sealant for fastener and joint protection and leak prevention.	\$22,511.72	\$9,004.69	\$31,516.41
h. Application of oil based primer and two (2) coats final paint on corrugated roof sheet panels (top and bottom)	\$5,402.81	\$2,161.13	\$7,563.94
i. Removal and reinstallation of additional tools, equipment, infrastructure, etc... into the new awning structure.		\$2,084.42	\$2,084.42
Total Project Bid Price	Option 1: Black Iron Option 2: Galvanized Iron		\$179,590.24 \$163,263.84

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

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

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

B. Technical Specifications:

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



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

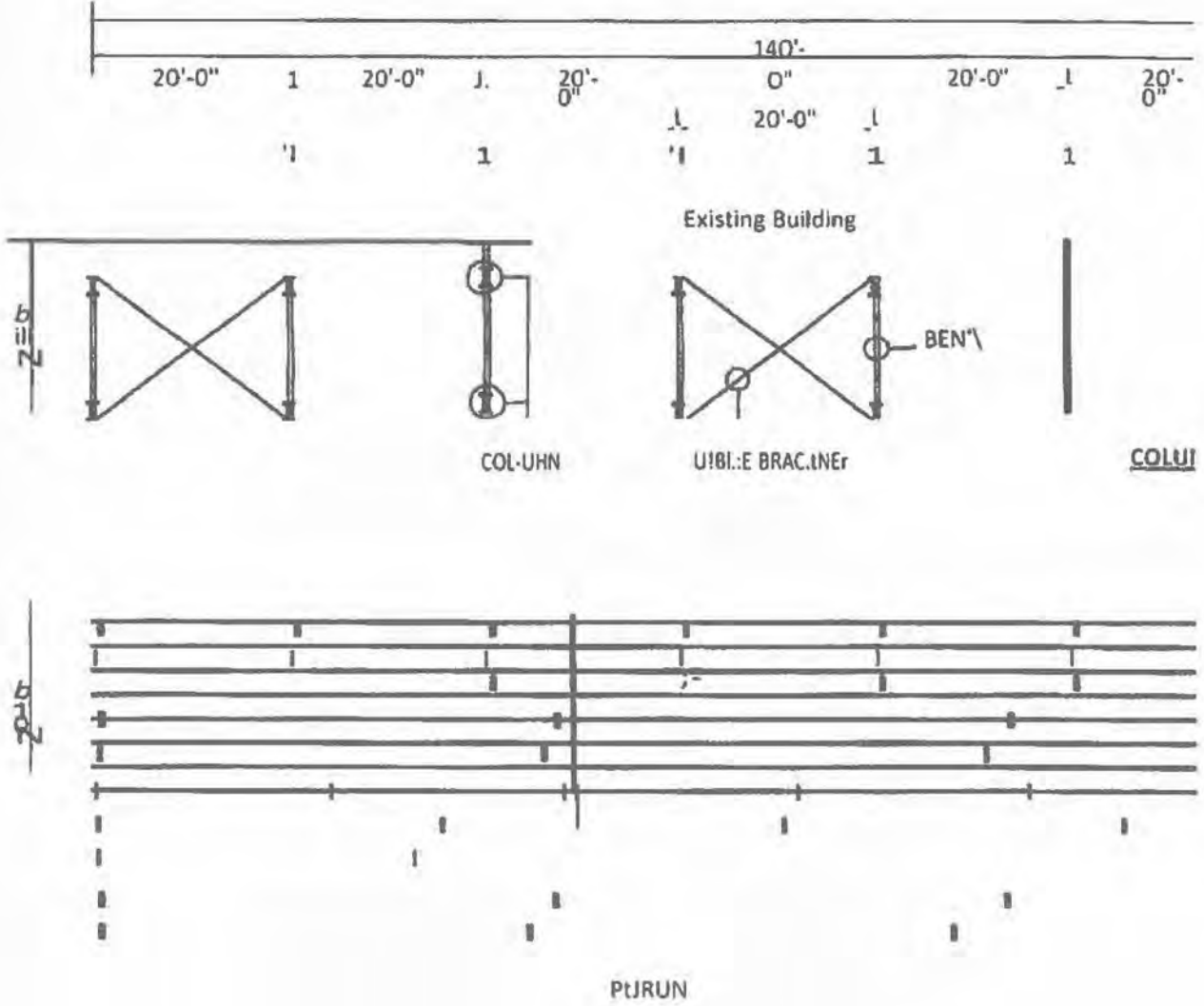
***Bid Description:
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May 2021

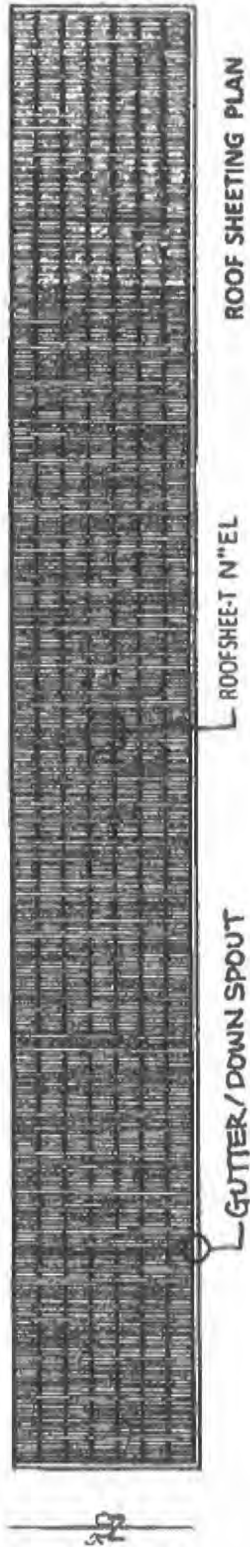
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3. The Qualified Contractor shall ensure the use of only anti-corrosive fasteners, nuts, bolts, etc... and no metal to metal corrosion reactions as a result of two different metals being in contact;
4. The Qualified contractor shall ensure absolutely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

[GUAM COMMUNITY COLLEGE-BUILDING 900 METAL AWING]



ROOF PURLIN PLAN





GENERAL CAPABILITY STATEMENT

INTRODUCTION

J.J. Global Services dba JJ International Service or JJ Janitorial Service is a small business domiciled in Guam specializing in providing procurement, logistics, construction, facilities maintenance and repairs, and janitorial services to the Federal Government, the Government of Guam, and commercial and residential entities. JJG has qualified staff and an exemplary record.

CORE COMPETENCIES

- a. In the area of Custodial and Janitorial Services, J.J. Global Services has a strong reputation of being one of Guam's leaders in Building Maintenance and Floor & Window Cleaning. The division provides a wide range of custodial services. Our exposure to many clients over the years has given us the experience in cleaning many different flooring materials including Terra Cotta, Granite, Saltillo, Cataluña, Vinyl, and Marble. No material is too tough for us to handle. If we are faced with a new material to clean and maintain, we ensure that we follow the cleaning recommendations as specified by the manufacturer of the flooring material. J.J. Global employs experts in both daily maintenance and in the more specialized services such as carpet cleaning, stripping, sealing and waxing of tiles and marble.

- b. Daily Housekeeping and Custodial Services are guaranteed performance and covered by a daily checklist for each job site signed by the cleaning supervisor for the site and the customer's representative. All scope of work is based on client's request and our recommendations to ensure cleanliness for each site.

- c. We do carpet steam cleaning with a new latest technology on hand expert carpet specialist personnel. We do special cleaning on kitchens, hoods, oven equipment, and other kitchen appliances. We also do carpet cleaning and furniture cleaning. We have regular maid service for our residential houses, which we provide in 24-hour notice.
- d. Grounds and Facilities Maintenance and Repairs – J.J. Global Services offers grounds, facilities maintenance and repair services to include but are not limited to custodial services, landscaping, tree trimming and grounds maintenance, pruning, herbicidal, plumbing, heating, and air-conditioning, lighting, and preventative maintenance and repairs on pre existing equipment for our customers.
- e. Construction – J.J. Global Service 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.
- f. Logistics – Since 1995, J.J. Global Services has offered moving and courier/messenger services to the public.
- g. Procurement – In addition to its services, J.J. Global Service offers its customers superior quality products. J.J. Global is equipped to wholesale and supply lighting fixtures, steam and air-conditioning, and larger merchandise and janitorial supplies.

FINANCIAL CAPACITY

J.J. GLOBAL SERVICES (JJG), an 8A Company, has been in business for over 25 years. JJG has developed good credit standing with the banks and

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vendors is had dealings with. Additionally, JJG had maintained a \$3M per project bonding capability for the past 20 years. We have also acquired various vehicles and equipment needed in accomplishing custodial services contracts. The owner, Mr. Luis E. Bustamante has also a good credit rating and is able to acquire additional equipment needed to perform this project. Currently, JJG can obtain credit up to \$1M from local banks to finance requirements for payroll and supplies before it collects any billing for this project. Through its years of operations, JJG has never defaulted on any project due to financial difficulty and has always completed contracts it has been awarded. Furthermore, JJG has held multi-million-dollar contracts with government entities and understands the processes associated with billing & payment.

COMPLY WITH PERFORMANCE SCHEDULE

JJG can comply with the requirements and delivery proposed in this bid. We will be working closely with the incumbent contractors when sourcing local equipment and staff.

EQUIPMENT LIST

JJG has the necessary vehicles and equipment and/or ability to obtain to fulfill the contract and will produce detailed information as required by the solicitation.

MANAGEMENT PLAN

Introduction: Our firm's mission is to provide a clean comfortable environment for both staff and visitors. Our firm and management are experienced with more than half a century working in the custodial and building maintenance field on government properties. Comfortable facility custodial services have been provided to a wide variety of facilities with as many as eight geographic

areas distances and challenges: airports, government offices, dining facilities, hospitals, school facilities, hotels and military housing change of occupancy. In all cases, our firm has provided professional cleaning services for our customers and occupants.

Capabilities of our firm include: Cleaning Sanitizing Restrooms, common areas, admin offices, as well as mold removal, remediation and biological and pathogen clean up. Our experience includes medical facility housekeeping, outside area pressure washing, medical waste handling and disposal, sanitizing high chairs, cribs, playpens, food service areas, removing trash, vacuuming, spot clean carpet, sweeping, mopping floors, buffing floors, dusting surfaces, washing walls, cleaning upholstered furniture, and any related work as directed by the contracting officer. We have team members with all this experience. Our methodology for cleaning these areas to prevent spread of germs, virus, and bacteria as well as mold will be to use hospital methods of control and chemical solution for sanitizing surfaces in all areas of cleaning. Example: we will use a Flat Mop three bucket system for all floors, Rest Room Tools and equipment will be color coded to limit use only to Rest Rooms. Single use wiping system prevents spreading contamination to clean areas. Uniforms and face mask and gloves, shoe wear help prevent spread or introduction of outside virus and germs. Employees will be monitored each day to detect fevers, cough, or sickness. Employees having positive signs of sickness will not be allowed to work until their symptoms are gone or a doctor has certified them to work.

Green Building Service: Our Green Cleaning Policy is distinct and separate from our Environmental Policy/Environmental Management System. Our Green Cleaning Policy is integral to all parts of our

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standard operating procedures addressing how practices will be utilized, managed, and evaluated. Our Firm will incorporate measurement tools, feedback cycle, and continuous improvement plan requirements set forth to evaluate the effectiveness of green cleaning technologies, procedures, and processes. Green Building Cleaning Industry Management Standards will be incorporated in every phase and implementation of our Management and Planning for executing our Custodial Services Contract at GPA.

Objectives: Our Firm has based our bid offer and staffing on the Technical Exhibits listing type of building, occupants, square footage, and special security considerations, identified tasks, and frequency minimum cleaning standards.

Equipment Cleaning: Power equipment which is Green Building environmental sound are on our equipment list. Vacuums will be certified by the carpet and Rug Institute's, CRI Seal of Approval/Green Label Vacuum program. Vacuums Gold Rated by Rug and Carpet Institute IAW 5.2.7 operate at sound level of 70 DBA or less. Buffers, Shampoo Equipment Scrubbers will all comply with Green Building ISSA standards as much as is possible with availability.

Project Management: Our firm has a seasoned and qualified Project Manager who will be assigned this contract and who possesses experience and successful management of contracts of similar size and scope. The person assigned to serve as our Project Manager and manage this important contract will hold our trust to in applying our established code of conduct and bring to full performance the requirements of the statement of work. Requirements are: US Citizen, speak and write English, experience managing comparable size and scope of contracts for custodial and

building maintenance. This individual will work independently with guidance from our organization, operation manuals, government regulations, and have high ethical and moral standards of personal conduct.

Schedules and Reports:

1. If requested, JJ Global will provide the COR a schedule, no later than five (5) workdays prior to commencing work, showing tasks to be performed by building and identifying a 15-minute time window within which service is to be started and completed at each specific building/floor.

JJ Global will notify the COR of any delay in completing service to any area no later than one hour after an issue arises.

2. **Scheduled Cleaning Work Reports:** JJ Global will provide a monthly spreadsheet detailing the scheduled cleaning work performed in accordance with the contract.

Contingencies: Changes in work schedule to accommodate emergency interruptions will be quick to resolve and once the problem has resolution with longer days, hours and even weekend work we will return to the normal cleaning schedule at the earliest opportunity. Having a replacement plan handy with recent applications or qualified personnel.

Emergency, and One-time cleaning to areas as designated by the COR as approved. Our firm understands the COR will request us to make a site visit of the proposed area to receive service and a price proposal will be submitted for approval immediately. Our Firm will deliver our cost proposal within one hour.

Emergency Cleaning Response: Our firm upon notification will respond and start emergency work

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within 2 hours of notification. We will maintain a GO Team of an on-call list of employees that have been vetted for clearance and live-in proximity to the project location to be called in for any emergency work request. Our Firm will maintain GO kits appropriate to most emergency calls, so we can arrive timely and ready to work to resolve the issue quickly. Our firm understands that pricing will be negotiated on a case-by-case basis with vendor. GO kits include spill kits, wet dry vacs, carpet shampoo unit, squeegee, mops, buckets, warning signs, parking cones, boots, gloves, eye protection, and vehicles for transport. Our Firm is well experienced with emergency response and we will be well prepared to respond with adequate numbers of personnel, equipment, tools, security to various emergency conditions. We have performed contracts in the Pacific Region on similar custodial contracts in Typhoon conditions and the aftermath and understand that preparation and planning is the only way to be successful.

Supplies: We have included the cost of providing all supplies to include in accordance with the solicitation: Toilet Tissue Paper, Toilet Seat covers, liquid soap, paper towels, trash can liners in multiple sizes as appropriate, cleaning chemicals, cleaning supplies, disposable wipes.

Work-Flow: This custodial contract has been arrived at from careful consideration of all requirements of the government statement of work and frequency and type. Our President has years of experience in this type of work and applied his considerable experience in the custodial maintenance field to arrive at a logistical management approach to making this a successful contract for our customer.

Employees reporting to work will be screened for health issues, no coughing, temperature, fever,

chills. Employees must always wear their company uniform as well as their security badge and ID's. The supervisor will issue supplies for cleaning, tools, equipment needed, written instructions for special items, and QC reports as feedback from inspections. Spare uniforms for replacement as needed to keep custodians all looking professional will be readily available as well as gloves, safety glasses, aprons, shoe covers, floor safety hazard warning signs.

Modern ISSA Green Building Technology and cleaning techniques: This is a hallmark of JJ Global, incorporating advanced technology and improved techniques for cleaning and maintaining facilities to the highest of custodial standards maximizing the productivity of our workforce. We plan to use the best and most current methods for building custodial service to the safety of our customers without being intrusive on their work.

Examples of this are:

- Use of equipment like our Karcher KM 105/110 R Bp Pack Riding Vacuum/Sweeper with hydraulic container lift. The sweeping crescent side brush enables corner cleaning in a single pass. Cleans in a single pass, unlike other machines which need 5 to 7 passes - and sweeping by hand is not necessary. The Teach system automatically adjusts the main sweeper roller to wear and tear for consistently outstanding sweeping results. A further feature is the patented, fully automatic Tact filter cleaning system for dust-free operation. Bottom line is faster & more equipment means less manpower.

- Use of the Windsor Chariot iExtract Stand up Riding Carpet Cleaner which is engineered for deep restorative extraction for carpets with heavy accumulation of soil and stains. This unit has cylindrical brushes which sweep small debris into a

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JJGlobal

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debris bin and aggressively attack and remove soil and stains. The Chariot family of cleaning equipment:

- Use of the Micro-fiber Flat Mop system which allows custodian to mop an area using less water, safer (Non-Slip) environment for occupied areas with foot traffic, less exerted strength, more effective cleaning of the floor and healthier environment and less waste. Floors are left in a more pristine condition with appealing shine. Here is a link to video to see how it works: <https://www.youtube.com/watch?v=acd1GoHONEA>
- Use of Dry Stripping (Square Scrub) system is the newest technology on the market capable of stripping up to five layers of floor coatings by a single employee increasing productivity. This technology also allows for a safer working environment allowing no use of chemicals and maintaining dry surfaces to prevent slip and fall accidents. Here is a YouTube link to a video of the equipment and method in actions: <https://www.youtube.com/watch?v=9KiDz18e8X4>
- Use of Wide Area Vacuuming: These vacuums allows to cover large open carpeted areas to maximize productivity. Please see link below for video presentation. <https://www.youtube.com/watch?v=caGEf8pOVNM>
- Use of Micro-Fiber Dusting which is the latest technology on the market minimizing the use of chemicals and avoiding the spread of dust. This technology has a versatile want allowing access of hard to reach areas and has a high durability. Please see link below for video presentation. <https://www.youtube.com/watch?v=uAgEdczRcV5>

STAFFING PLAN

DEVELOPMENT OF CREWS:

Staffing Methodology. Our staffing plan was determined based on RS Means book representing national standards for facilities staffing based on productivity rates per square foot. In addition, JJ Global Services has adjusted the RS Means rates which has been tailored to local productivity rates per square foot or based on the specific requirements of the Statement of Work. We have arrived at staffing based on the number of areas to be serviced each day, the size of the square footage to be cleaned, type of service, restrooms, administrative and types of customers. All these things are considered in deciding the number of man hours and number of people to clean and service the GPA areas. Quality Control staff is determined based on many of these same factors and the number of personnel working at any given time of day. New employees will receive orientation and training before starting work and will be accompanied by a trainer and custodian. Inspection and training are of paramount importance to quality of service. We can learn as much from our custodians and they can learn from our management team with innovation and quality equipment and materials. Our goal is the same "Quality Service providing a healthy environment for our Customers."

STAFFING PLAN

Selection: All applicants will complete a Job Application for our company that provides for their experience performing the type of work position they are applying for. Applicants will undergo a background criminal history check. Our recruiter will measure their credentials and experience

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GCC PR0150

GCC ~ Agency Report ~ Tab 9 ~ AR025



against our established Job Description Category for a best match.

Retention: JJ Global has an outstanding record or retention of our employees on all our contracts. This retention of quality trained experienced employees is critical to sustained quality performance. Every phase of our management strategy is to acknowledge and retain quality employees performing quality work. This is accomplished by awarding employees for performing their jobs and for going the extra mile for the customer. Employee of the Month, Most improved employee of the month. Award for innovation, Award for attendance, Birthday and personal achievements, graduation or attending advanced education or training. Our Company provides: fringe benefits of Holiday Pay, Personal paid days off, Paid Family Leave, paid Vacation Days, Seniority, Health and Welfare benefits, Insurance.

Training: JJ Global provides on the job training and classroom training with ISSA CMIS training videos, videos and vendor training programs. Training includes paid training sessions and mentor protégé training. Safety training, medical response training, restroom cleaning and sanitizing and cross contamination control steps.

Support: The support of our contract and all our personnel comes from corporate services, payroll, time keeping, code of conduct, record keeping, health insurance, workers compensation insurance, uniforms, tools, equipment, safety personal protection, training in both their job and to advance to the next level or prepare for a better job.

Replacement: Replacement is handled much the same as any job filling, by our Director of Operations who looks within the organization for replacement candidates and then to our recruitment program

with the local Guam Job Service. Qualifications for experience and training and Key Position Personnel (Project Manager) particularly have certain prequalifying factors.

Project Manager – a full time position performing 2080 hours per year. Experience includes 3 years of experience in the management of contracts of similar scope, size and geographic scope.

Quality Control/Safety Manager – a full time position performing 2080 hours per year. Experience includes 3 years of experience of Quality Control & SSHO or managing contract work similar in scope.

Crew Supervisor – a full time position performing 2080 hours per year. Experience include 3 years of experience in the operations managing and supervising multiple crews, personnel, tasks and scope of work.

Janitors/Carpet Cleaners/Water-Blasters – full and part time positions, flexible hours, experience is helpful but with participation in our training program, they will find success. Must have the ability to understand the required scope of work and task schedules.



Integrity and Business Ethics

JJ Global has vast experience in providing an array of construction, janitorial, landscaping, and

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housekeeping services for private corporations and federal entities. The key to our growth is 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*.

Firm expects the same professional relationship on this important contract. Good communication on a frequent basis with our government team partners prevents misunderstandings and resolves issues quickly and transparent.

Our objective is to provide our clients with personal services tailored to their specific needs at reasonable rates and more importantly, obtain "Customer Satisfaction". 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. *JJG* has been in operations for 27 years, and currently has more than 100 permanent employees on staff and as many as 150-300 workers on site depending on what the project entails. On average, we annually have approximately 50-100 employees on staff. *JJG* has grown since we were founded in 1995, and have advanced from smaller accounts to larger accounts, including stores, hotels, malls, airport, to Naval Base and Anderson Air Force Base contract including heavy equipment rental and construction services. The robust management structure implemented for this project promotes an organizational culture that encourages ethical conduct and a commitment to compliance with the law and submits entirely to the 52.203-13 Contractor Code of Business Ethics and Conduct.

Business Relations

Our Firm and management have excellent record of business relations with government contract officials and vendors that support our efforts. Our

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STATEMENT REGARDING QUALITY CONTROL

QUALITY CONTROL

Our Firm has an established Quality Control System (QC) centered on a whole Management, Quality approach to managing and operating the contract approach that has been successfully implemented on our previous government contracts. The Quality Control consists of the plans, procedures, and organizational structure necessary to produce an end-product that complies with the Performance Work Standards and requirements of this specific government contract. Our Quality Control Program procedures will identify performance shortcomings, problems, make corrections, prevent defective work and ensure non-reoccurrence of deficiencies.

Quality Control Plan: JJ Global Quality Control Plan is an integral part of our project management. We will appoint a dedicated Quality Control Manager with no other duties than Quality Control, who will oversee the implementation and documentation of this plan. Quality Control Manager will report to the company Director of Operations directly and provide daily reports to our project manager and make recommendations on corrective actions. Each line item of the contract will be evaluated against the standards of performance laid out in the government contract requirements. QC inspections will document performance against the government contract Performance Work Statement of Requirements standard with recommendations on how to correct performance before it becomes

unacceptable. Inspections of routine daily work will be random basis. Work performed less often than daily will be inspected on a scheduled basis. Monthly work and less often will be inspected 100% on scheduled basis. Frequency of inspection will change depending on inspection findings that indicate a problem or indicate performance shows less need for frequency of inspection. QC Program will include the inspection of Submittals to the government regarding accuracy, timeliness.

Policy & Objectives of QC Plan: Our Firm has developed and implemented Quality Control on similar requirement and scope custodial contracts for government agencies. Our Firm will customize a Quality Control Plan specific to this contract and all performance work requirements. The QC Plan provides for continual improvement, and integration into the overall Management system. A copy of this specific QC Plan for this contract will be presented to the Contracting Officer and COR ten (10) days prior to start of contract if so requested. **Identify Procedures to Prevent and Ensure** deficiencies are promptly noted, and re-performance is made. Cause of defect is determined, and action taken at each level in the operation to ensure going forward that the same mistake is not repeated. This correction may require re-training, change in technique, change in materials, or change in personnel as determined by management. Tracking of defects or near defects is important to the Quality Control Management program. Inspection reports will be kept on file and available for Government review upon request. Inspections Quality Control begin with the Janitor performing the work by completing a self-check list inspection of work on the schedule for that building that date. A copy is posted in the Restroom and initialed by Janitor and inspected by Crew Leader of work performed under their control crew. Crew Leader also signs the check list inspection and fills

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out their own inspection form. Supervisor performs inspections of work and completes an Inspection form with list of work performed on the schedule. Quality Control Manager makes their own inspection of buildings on either a random or scheduled basis to verify work and does an inspection of work performed and verifies the self-inspection check list of the Janitor, crew leader, supervisor. Inspections and Reports are tracked and used to make a performance report for the management. Record is kept on file and is made into report for the COR.

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STATEMENT REGARDING SAFETY PROGRAM

SAFETY AND ACCIDENT PREVENTION

Our Firm takes all Safety training and practices seriously. A Training Manager will be designated to oversee and manage the day to day incorporation of sound safety practices and training. Our Management plan incorporates as a key element the training of all employees at every level in the safe practices of each task. This includes proper use of Personal Protection Equipment (PPE) attire for work, shoes, gloves, eye protection, hearing protection, safe use of elevated work, use of ladders, keeping walkways, passageways, sidewalks free of equipment

JJG has a safety philosophy developed to reflect and communicate the proactive safety attitude maintained throughout our organization. The PM/SSHO and Supervisor/QC will have authority over all employees on the project. Our commitment is 100% team effort on all aspects of this project.

Our goal is to maintain an environment where safety is a team effort with each person looking out for each other. To ensure safe work, the PM/SSHO will promote safety and conduct weekly safety tailgate meetings. Our team will comply with appropriate safety and security laws and regulations such as those established by the EM 385-1-1, OSHA, EPA, DOT and all other applicable federal, state, and local safety and health regulations. In addition to complying with company policies and procedures, our client's safety and health rules and regulations will also be strictly enforced. The safety and health of all employees is of utmost

importance, along with quality of work performed, meeting customer expectations and cost control. JJG's greatest asset is its employees and we are committed to providing a safe and healthy work environment.

JJG fully understands that the diverse nature and complexity of the safety program requires that safety be given the highest priority when executing any work. JJG is fully prepared to ensure that the organizational structure of the Safety Program supports clear communications and standardizations across all facets of the work scope. Towards this effort, JJG has adopted a 4 Point Safety Management System illustrated below:

1. Safety Education and Awareness. We recognize that having trained and qualified personnel is integral to achieving high safety performance on each of our job sites. As such, Safety Education (Training) and Awareness is a key component of JJG's safety management system. All employees will be required to attend weekly safety briefings before starting each work week. These "huddles" will be designed to encourage workplace safety and peer to peer accountability for implementing safe practices.

2. Workplace Inspections and Audits. In order to ensure safe practices are being performed, daily and routine inspections (both random and scheduled) will be conducted at each facility. These inspections will be designed to identify workplace hazards and to develop mitigation plans and to take correction action as needed to prevent mishaps. All staff (employed directly by JJG or as a subcontractor) will be subject to these inspections. Audits will be conducted which will also confirm that safety practices are being performed regularly and reports will be submitted to management as well as the Safety Council. JJG understands that it is vitally important to "inspect what we expect". If we

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expect to deliver superior safety performance, we must be diligent in inspecting facilities and monitoring employee safety practices on a regular basis. JJG is committed to this process and will be a large part of the QM/Safety Officer's responsibility.

3. Rewards and Recognition. Engaging employees to take responsibility for safe practices is also a key element of JJG's safety management system. Employees will be recognized and rewarded for exceptional safety practices. Employees will be recognized monthly for the safety performance and team incentives will also be established to encourage all employees to look out for one another. These incentives will include free lunches, dinners, movie tickets, cash bonuses, as well as certificates of achievement for consistent safe practices.

4. Technology Solutions. Technology are important tools to ensure safe practices. JJG is committed to implement systems that take advantage of technological advances, equipment that improves the safety of employees. Technology will also be utilized in reporting risk hazards on a timely basis via iPad/laptop and will offer real time response and be utilized to monitor schedules as well as safety records for each job site.

Our QCM/Safety Manager will be primarily responsible for ensuring that the 4- point system is implemented and monitored effectively. The QCM/Safety Manager will evaluate all employees on the project and have the responsibility of safety inspections to ensure all employees maintain and/or exceed the safety guidelines. JJ Global will further ensure effective safety management will facilitate continuous improvement in safety performance by managing hazards, mitigating risks and implementing actions to reduce mishaps through our comprehensive workplace

inspections.

Authorized Negotiator and Signatory on behalf of JJ Global Services:

Name: Aileen de Dios
Title: General Manager
Tel: (671)632-1179
Fax: (671)632-3550
Email: aileen@jjglobal.services

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PROJECT NARRATIVE

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.

For *GCC-FB-21-009 Replacement of Building 900 Metal Awning Structure*, JIG is prepared to follow the Technical Specifications set forth in the IFB with the below methodology:

AWNING STRUCTURE CONSTRUCTION METHODOLOGY

1. Establish the location of the rafter tie in and drill the rafter connecting holes in the existing building column flanges.
2. Place supports on the foundation under the base plates directly below where the column flanges will be.
3. All the supports need to be shot to elevation so that when the columns are set, they are level and at the proper elevation.
4. All column base plates should transform an open space alongside a building with metal grouted after installation to ensure that the entire column base plate is in bearing on the foundation.
5. Erection then can begin by starting in a braced bay by standing up columns and providing temporary bracing for stability until the rafters, bracing, girts and purlins are installed to maintain the frame's geometry.
6. After the structure is being detailed out in the field, the squaring of the structure occurs.
7. In the squaring of the structure, it involves surveying the top of the columns for plumb, installing temporary bracing as required, tightening anchor bolts, and adjusting permanent bracing to maintain the geometry of the structure as designed.
8. Finally, the lean-to is complete by attaching the lean-to rafter to the new column and main building.

Attaching a metal awning with the existing building:

9. A steel truss frame style building will simply use a plate that bolts between back-to-back structural columns, leaving a thin slot to come through the sheeting.
10. Once this connection is made, all the remaining work can be done from the outside of the building.
11. Columns would be fastened to anchor bolts that would be anchored in footings—these can be just small piers.
12. Rafters would be bolted to the tops of the columns.
13. Purlins would be mounted to the rafters perpendicular, and the sheeting would be screwed to the purlins on the roof.
14. Then a few pieces of rake trim, and gutter or eave trim will finish it out.

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

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.

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- ✓ **Experience on Contracts of Similar Size, Scope, and Complexity** – JIG 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** – JIG has successfully implemented many innovations considered by the industry to be “best practices”.
- ✓ **Comprehensive Quality Assurance Program** – JIG’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.
- 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

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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 (GovGuam0) – 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.
- The Guam Home Depot – Roof Repair and Silicon Coating.
- The Guam Home Depot – Painting and Gutter Repair.

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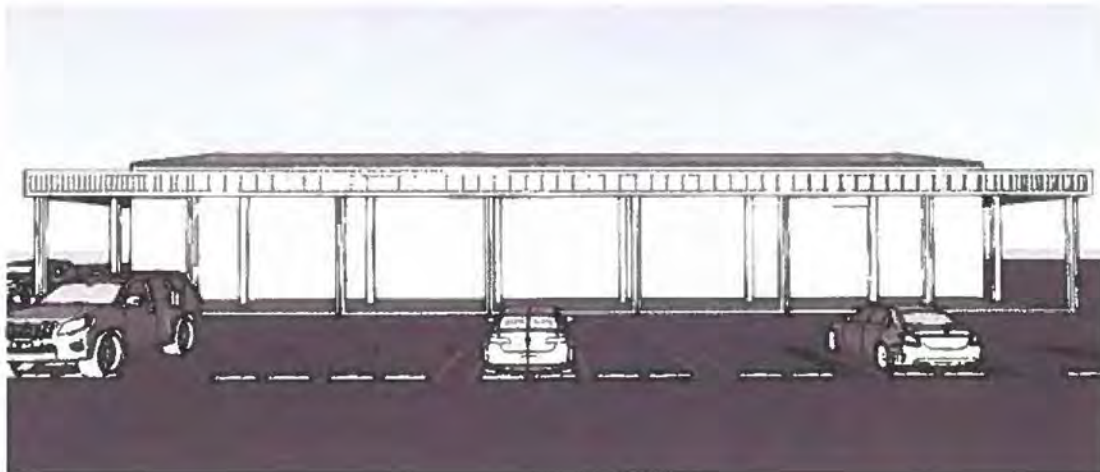
CONCEPTUAL DESIGN



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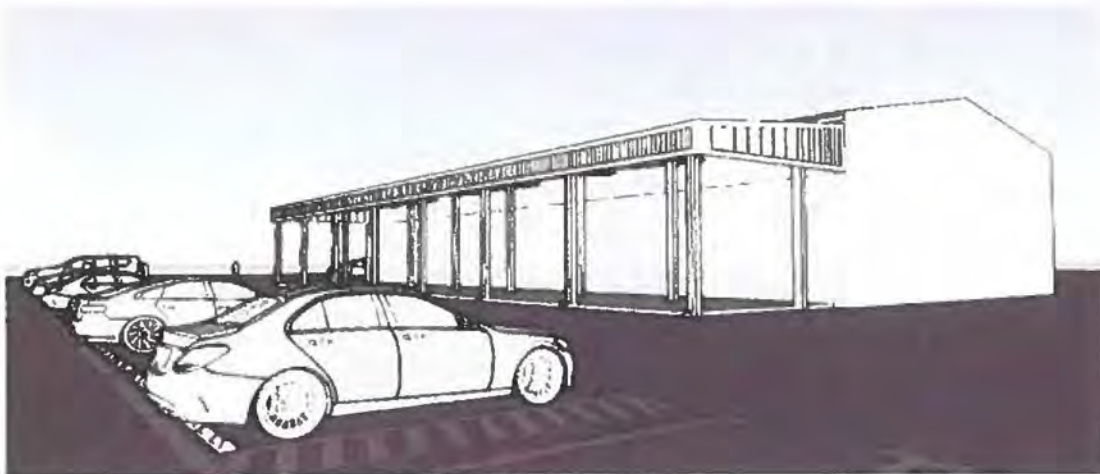
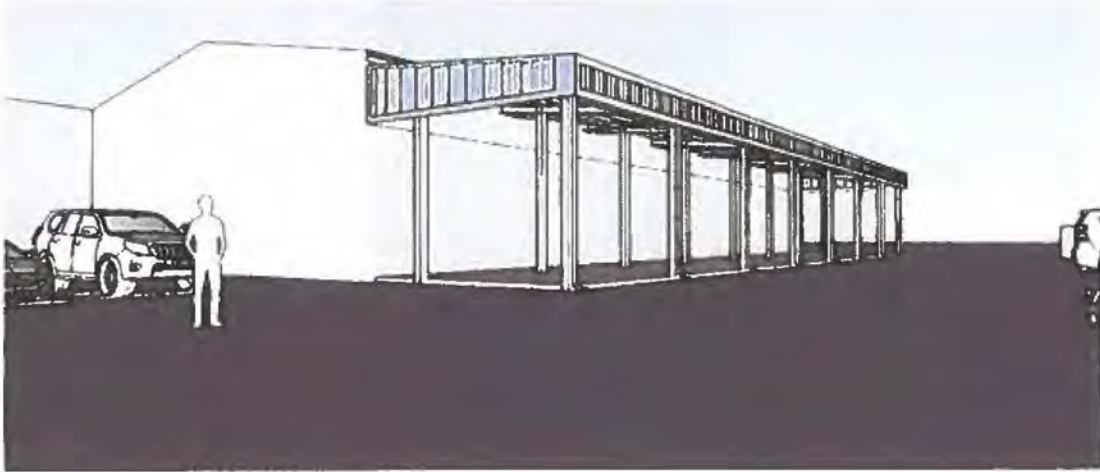


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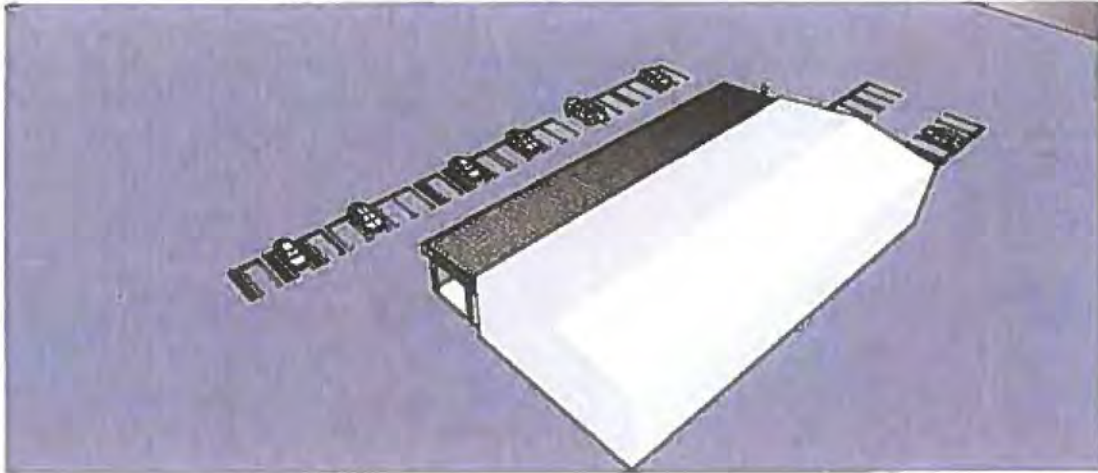
GCC PR0164

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CRITICAL PATH METHOD CPM CHART & SCHEDULE

Activity start and end	Activity Description	Normal Time	Earliest Time (TE)		Latest Time (TL)		Total Float
			Start (ES)	Finish (EF)	Start (LS)	Finish (LF)	
1-2	Assessment and evaluation of existing structure	3	0	3	0	3	0
1-3	Design Phase	7	0	7	0	7	0
3-4	Application for Building Permit & other Licenses	14	7	21	7	21	0
4-5	Mobilization	3	21	24	21	24	0
5-6	Removal of existing tools, equipment, etc. from the structure	5	24	29	24	29	0
5-7	Removal and disposal of the existing awning (Phase 1)	4	24	28	24	28	0
7-8	Removal and disposal of the existing metal columns and beams (Phase 1)	10	28	38	28	38	0
7-9	Removal and disposal of the existing awning (Phase 2)	4	28	32	44	48	16
9-10	Removal and disposal of the existing metal columns and beams (Phase 2)	10	32	42	32	42	0
8-9	Installation of new metal columns and beams (Phase 1)	10	38	48	38	48	0
10-11	Installation of new metal columns and beams (Phase 2)	10	42	52	42	52	0
10-12	Installation of new rafter system	7	42	49	42	49	0
12-13	Installation of cable bracing	5	49	54	49	54	0
12-14	Installation of new purlins	7	49	56	49	56	0
14-15	Installation of corrugated roof sheet panels	14	56	70	56	70	0
15-16	Application of oil based primer and paint	5	70	75	70	75	0
14-17	Production and submission of as-built plans	7	56	63	68	75	12
15-17	Re-installation of removed tools, equipment, etc. from the structure	5	70	75	70	75	0
17-18	Demobilization	3	75	78	75	78	0

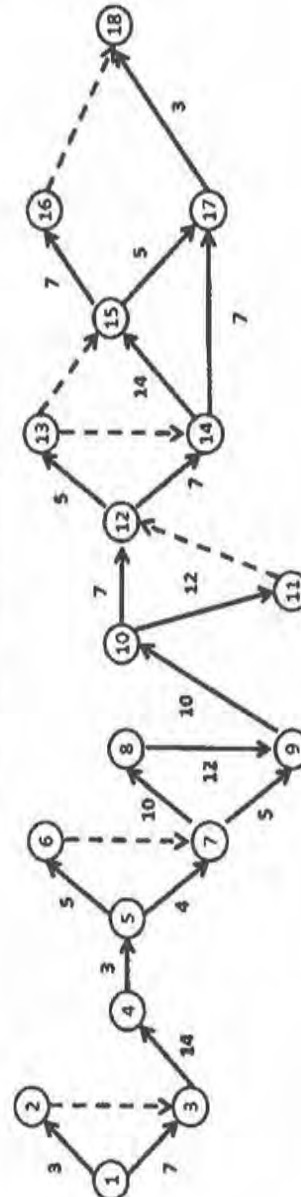
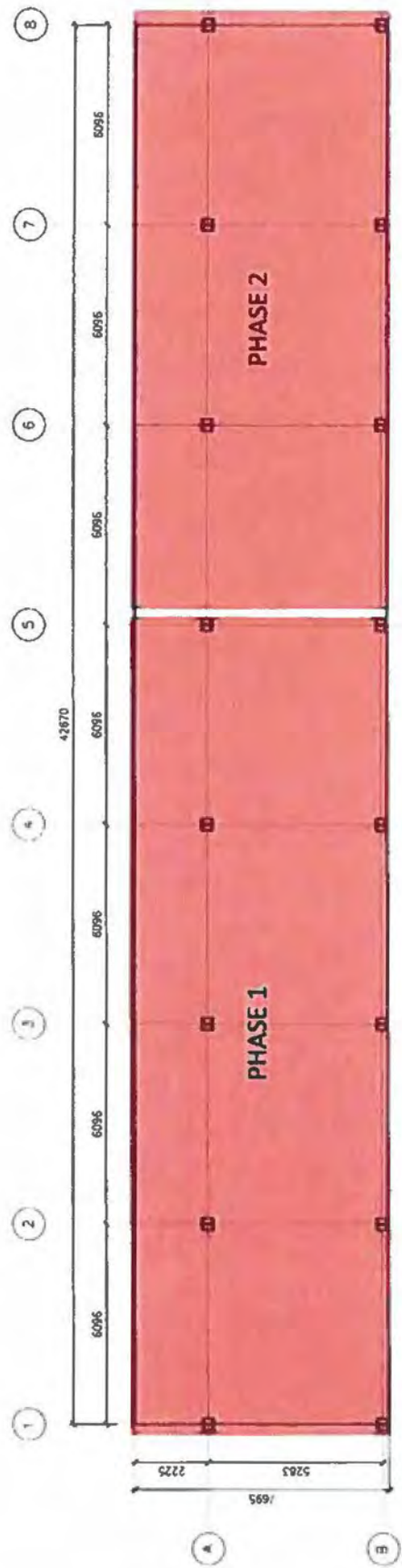


Table 1. Computation for CPM of Awning Structure

Figure 1. Critical Path Method (CPM) Diagram for Design & Build of Awning Structure



1/8" = 1'-0" SCALE
FRAMING PLAN

Appeal No. OPA-PA-21-013

**Agency Report
Tab 10**

Pertinent Pages of Invitation for Bids GCC-FB-21-009

GUAM COMMUNITY COLLEGE
BID INVITATION

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

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

DATE ISSUED: May 13, 2021

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

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

BID FOR:

Replacement of Building 900 Metal Awning Structure

SPECIFICATIONS:

See Attached Scope of Work

BID SUBMISSION LOCATION:

GUAM COMMUNITY COLLEGE

Materials Management Office

Room 2105 1st fl. Administration Bldg. 2000

Mandatory Pre-Bid Conference & Site Visit

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

GCC Technology Center Building 1000, Room 1107

BID OPENING LOCATION:

GCC Technology Center, Building 1000, Room 1107

REQUIRED DELIVERY DATE:

90 Calendar Days upon Receipt of the Purchase Order/Contract

SUBMISSION DEADLINE FOR QUESTIONS:

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

DEADLINE FOR GCC RESPONSES:

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

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

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

EMAIL: materialsmanagement@guamcc.edu; WEBSITE: www.guamcc.edu

NOTE TO BIDDERS:

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

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN:

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD:	CONTRACT NO.:	AMOUNT:	DATE:
ACCEPTED AS TO ITEMS NUMBERED:			

CONTRACTING OFFICER

GCC PRESIDENT

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED
TO SIGN THIS CONTRACT



Guam Community College
 PO Box 23069
 Barrigada, Guam 96921

Accountability • Impartiality • Competence • Openness • Value

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

DESCRIPTION: Replacement of Building 900 Metal Awning Structure

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

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

Failure to comply with the requirements in the special reminder will be a basis for disqualification and rejection of the bid. This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid. On this _____ day of _____, 2021, _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

 Bidder Representative’s Signature

**GUAM COMMUNITY COLLEGE
SEALED BID SOLICITATION
INSTRUCTIONS**

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

1. BID FORMS:

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

2. PREPARATION OF BIDS:

(a) Bidders are required to examine all drawings, specifications, schedules, and all other accompany instructions and documents.

(b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the Solicitation and print or type his/her name on the Schedule. Erasures or other changes must be initialed by the person signing the bid.. Bids signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and the extended price, the unit price will be presumed to be correct.

(d) Bids for supplies or services other than those specified will not be considered.

(e) Bids must state a definite time for delivery of supplies or performance of services.

(f) Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.

3. EXPLANATION TO BIDDERS:

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

4. ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:

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

5. SUBMISSION OF BIDS:

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

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

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

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

6. FAILURE TO SUBMIT BID:

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

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

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

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

8. DISCOUNTS:

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

9. GOVERNMENT FURNISHED PROPERTY:

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

10. SELLER'S INVOICES:

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

11. RECEIPT, OPENING AND RECORDING OF BIDS:

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

12. CONFIDENTIAL DATA:

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

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

- (X)1. **AUTHORITY:**
This solicitation is issued subject to all the provisions of Guam Procurement Laws in 5 GCA Chapter 5, and 2 GAR, Div. 4 (both are available online at <http://www.guamcourts.org/CompilerofLaws/index.html>). Guam Procurement Law requires that all parties involved act in good faith.
- (X)2. **GENERAL INTENTION:**
It is the declared and acknowledged intention and meaning of these General Terms and Conditions for the bidder to provide Guam Community College with specified services or with materials, supplies or equipment completely assembled and ready for use.
- (X)3. **TAXES:**
Bidders are cautioned that they are subject to Guam Income Taxes as well as other taxes on Guam Transactions. Specified information on taxes may be obtained from the Director of Revenue and Taxation.
- (X)4. **LICENSING:**
Bidders are cautioned that the College will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- ()5. **LOCAL PROCUREMENT PREFERENCE:**
All procurement of supplies and services will be made from among businesses licensed to do business in Guam in accordance with Guam Procurement Law.
- (X)6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- (X)7. **"ALL OR NONE" BIDS:**
Unless otherwise allowed under this solicitation, "all or none" bids shall be deemed to be non-responsive. If the bid is so limited, the College shall not reject part of such proposal and award on the remainder. The whole bid must be rejected.
- (X)8. **INDEPENDENT PRICE DETERMINATION:**
The bidder, upon signing the Invitation to Bid, certifies that the prices in the bid were derived at without collusion, and acknowledge that collusion and anticompetitive practices are prohibited by law. Violations will be subject to Guam Procurement laws. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Guam Procurement laws.
- (X)9. **BIDDER'S PRICES:**
The College will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified

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

(X)10. BID ENVELOPE:

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

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

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

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

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

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

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

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

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. Such affidavit shall be attached to the bid. **Failure to submit with the bid shall be cause for rejection of bid.**

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

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

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

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

(X)17. BID BOND REQUIREMENT:

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

(X)18. PERFORMANCE BOND REQUIREMENT:

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

(X)19. PERFORMANCE GUARANTEE:

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

(X)20. SURETY BONDS:

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

(X)21. COMPETENCY OF BIDDERS:

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

(X)22. DETERMINATION OF RESPONSIBILITY OF BIDDERS:

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

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

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

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

(X)24. TIE BIDS:

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

(X)25. BRAND NAMES:

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

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

(X)26. DESCRIPTIVE LITERATURE:

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

()27. SAMPLES:

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

()28. LABORATORY TEST:

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

(X)29. AWARD, CANCELLATION & REJECTION:

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

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

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

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

(X)31. **MARKING:**

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

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

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

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

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

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

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

(X)35. **INSPECTION:**

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

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

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

() 37. SAFETY INSPECTION:

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

(X)38. GUARANTEE:

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

(X)39. AMENDMENTS TO INVITATION FOR BIDS:

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

(X)40. RIGHT TO AUDIT RECORDS:

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

(X)41. EQUAL EMPLOYMENT OPPORTUNITY:

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

(X)42. COMPLIANCE WITH LAWS:

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

(X)43. CHANGE ORDER:

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

(X)44. STOP WORK ORDER:

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

(X)45. TERMINATION FOR CONVENIENCE:

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

(X)46. TIME FOR COMPLETION:

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

(X)47. JUSTIFICATION OF DELAY:

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

(X) 48. LIQUIDATED DAMAGES:

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

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

(X)49. PHYSICAL LIABILITY:

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

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

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

() 51. BUY AMERICAN PRODUCT:

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

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

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

(X)53. RESTRICTIONS ON SEX OFFENDERS:

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

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

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

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

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

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

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

(X) 56. **CONTACT FOR CONTRACT ADMINISTRATION:**

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

Name:	_____	Title:	_____
Address:	_____	Telephone:	_____

GOVERNMENT OF GUAM

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

BID BOND NO. _____

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

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

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

Signed and sealed this _____ day of _____ 20_____.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS IN BACK PAGE FOR SUPPORTING DOCUMENTS REQUIRED.
DOA 113/Rev 4-1-87

INSTRUCTIONS TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

PERFORMANCE BOND

BOND NO. _____

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

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

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

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

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

(Principal) (Seal)

(Witness) _____

(Title) _____

(Surety) _____

(Title) _____

(Bonding Company)

(Title)

BY: _____
(Resident General Agent)

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

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 or 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 §233 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 _____, 20 ____.

 NOTARY PUBLIC
 My commission expires: _____

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

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

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

2. The proposal 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 proposal 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 proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal 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 proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

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

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this ____ day of _____, 20__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's 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 offeror's 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 offeror's proposal.

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 _____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 004 (Jul. 12, 2010)

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

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

Signature of one of the following:

- Offeror, if the offeror is an individual;
- Partner, if the offeror is a partnership;
- Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 20 _____.

NOTARY PUBLIC
My commission expires _____.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

2. 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(h).

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 ____ day of _____, 20_____.

 NOTARY PUBLIC
 My commission expires _____, _____.

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

REVISED

FALL TERM	2021	2022	2023	2024	2025
Faculty Start Date	8/9/2021	8/16/2022	8/14/2023	8/12/2024	8/11/2025
First Day of Monday-Wednesday Classes	8/11/2021	8/17/2022	8/16/2023	8/14/2024	8/13/2025
First Day of Tuesday-Thursday Classes	8/12/2021	8/18/2022	8/17/2023	8/16/2024	8/14/2025
First Day of Friday	8/13/2021	8/19/2022	8/18/2023	8/16/2024	8/15/2025
First Day of Saturday Classes	8/14/2021	8/20/2022	8/19/2023	8/17/2024	8/16/2025
Labor Day Holiday (Observed)	9/6/2021	9/6/2022	9/4/2023	9/2/2024	9/1/2025
All Soul's Day Holiday (Observed)	11/2/2021	11/2/2022	11/2/2023	11/1/2024	11/3/2025
Veteran's Day Holiday (Observed)	11/11/2021	11/11/2022	11/10/23 - 11/11/23	11/11/2024	11/11/2025
Thanksgiving Break	11/26/21 - 11/28/21	11/24/22 - 11/27/22	11/23/23 - 11/26/23	11/28/24 - 12/1/24	11/27/25 - 11/30/25
Our Lady of Camarin Day (Observed)	12/8/2021	12/8/2022	12/8/2023	12/9/2024	12/8/2025
Last Day of Monday-Wednesday Classes	11/24/2021	12/6/2022	11/29/2023	12/2/2024	12/1/2025
Last Day of Tuesday-Thursday Classes	12/2/2021	12/1/2022	12/8/2023	11/26/2024	12/2/2025
Last Day of Friday Classes	11/19/2021	12/9/2022	12/16/2023	12/6/2024	11/21/2025
Last Day of Saturday Classes	11/20/2021	12/3/2022	12/9/2023	11/23/2024	11/22/2025
Grades Due	12/7/2021	12/14/2022	12/20/2023	12/12/2024	12/8/2025
Potential Make-up Days	11/12, 11/19, 12/03	11/4, 11/18, 12/2	11/03, 11/17, 12/01	11/06, 11/16, 11/22	11/7, 11/14, 11/21
SPRING TERM	2022	2023	2024	2025	2026
Faculty Start Date	1/3/2022	1/9/2023	1/8/2024	1/6/2025	1/6/2026
First Day of Monday-Wednesday Classes	1/6/2022	1/11/2023	1/10/2024	1/8/2025	1/7/2026
First Day of Tuesday-Thursday Classes	1/6/2022	1/12/2023	1/11/2024	1/9/2025	1/8/2026
First Day of Friday Classes	1/7/2022	1/13/2023	1/12/2024	1/10/2025	1/9/2026
First Day of Saturday Classes	1/8/2022	1/14/2023	1/13/2024	1/11/2025	1/10/2026
Martin Luther King Jr. (Observed)	1/17/2022	1/18/2023	1/18/2024	1/20/2025	1/19/2026
Guam History & Chamorro Heritage Day - (Observed)	3/7/2022	3/6/2023	3/4/2024	3/3/2025	3/2/2026
Spring Break	4/11/22 - 4/17/22	4/3/23 - 4/9/23	3/28/24 - 3/31/24	4/14/25 - 4/20/25	3/30/26 - 4/6/26
Last Day of Monday-Wednesday Classes	6/2/2022	6/8/2023	6/6/2024	6/3/2025	6/4/2026
Last Day of Tuesday-Thursday Classes	4/26/2022	6/2/2023	4/30/2024	4/29/2025	4/28/2026
Last Day of Friday Classes	4/22/2022	4/28/2023	4/26/2024	4/26/2025	4/24/2026
Last Day of Saturday Classes	4/23/2022	4/29/2023	4/27/2024	4/26/2025	4/26/2026
Grades Due	6/8/2022	6/11/2023	6/9/2024	6/8/2025	6/7/2026
Commencement Exercise	6/13/2022	6/13/2023	6/17/2024	6/16/2025	6/16/2026
Memorial Day Holiday (Observed)	6/30/2022	6/29/2023	6/27/2024	6/26/2025	6/25/2026
Potential Make-up Days	4/8, 4/22, 4/28	4/14, 4/21, 4/28	4/12, 4/19, 4/26	4/4, 4/11, 4/26	4/10, 4/17, 4/24
SUMMER TERM	2022	2023	2024	2025	2026
Faculty Start Date / 1st Day of Classes	6/3/2022	6/2/2023	6/31/2024	6/30/2025	6/29/2026
Independence Day Holiday (Observed)	7/4/2022	7/4/2023	7/4/2024	7/4/2025	7/3/2026
Last Day of Classes	7/16/2022	7/14/2023	7/12/2024	7/11/2025	7/10/2026
Liberation Day Holiday (Observed)	7/21/2022	7/21/2023	7/22/2024	7/21/2025	7/21/2026
Grades Due (except Saturday classes)	7/20/2022	7/19/2023	7/17/2024	7/16/2025	7/16/2026
Potential Make-up Days	6/24, 7/1, 7/18	6/30, 7/7, 7/17	6/28, 7/6, 7/16	6/20, 6/27, 7/11	6/19, 6/26, 7/10

NOTES:

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

Mission Statement

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

Approved: _____

Frank R. Arriola, Chairperson
Board of Trustees

Date: _____

MAR 26 2021

3/26/2021



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

Government of Guam Holidays

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

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

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

Updated: 11/14/2014



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

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

May 2021

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

SCOPE OF WORK (SOW):

A. General Requirements of the Scope of Work:

The Qualified Contractor for this SOW shall:

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

GCC PR0056

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

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

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

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

1. Building 900 Awning Bid Price Sheet:

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



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

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

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

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

B. Technical Specifications:

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

2. The Qualified Contractor shall ensure the new awning structure shall be properly and securely integrated into the building 900 structure;



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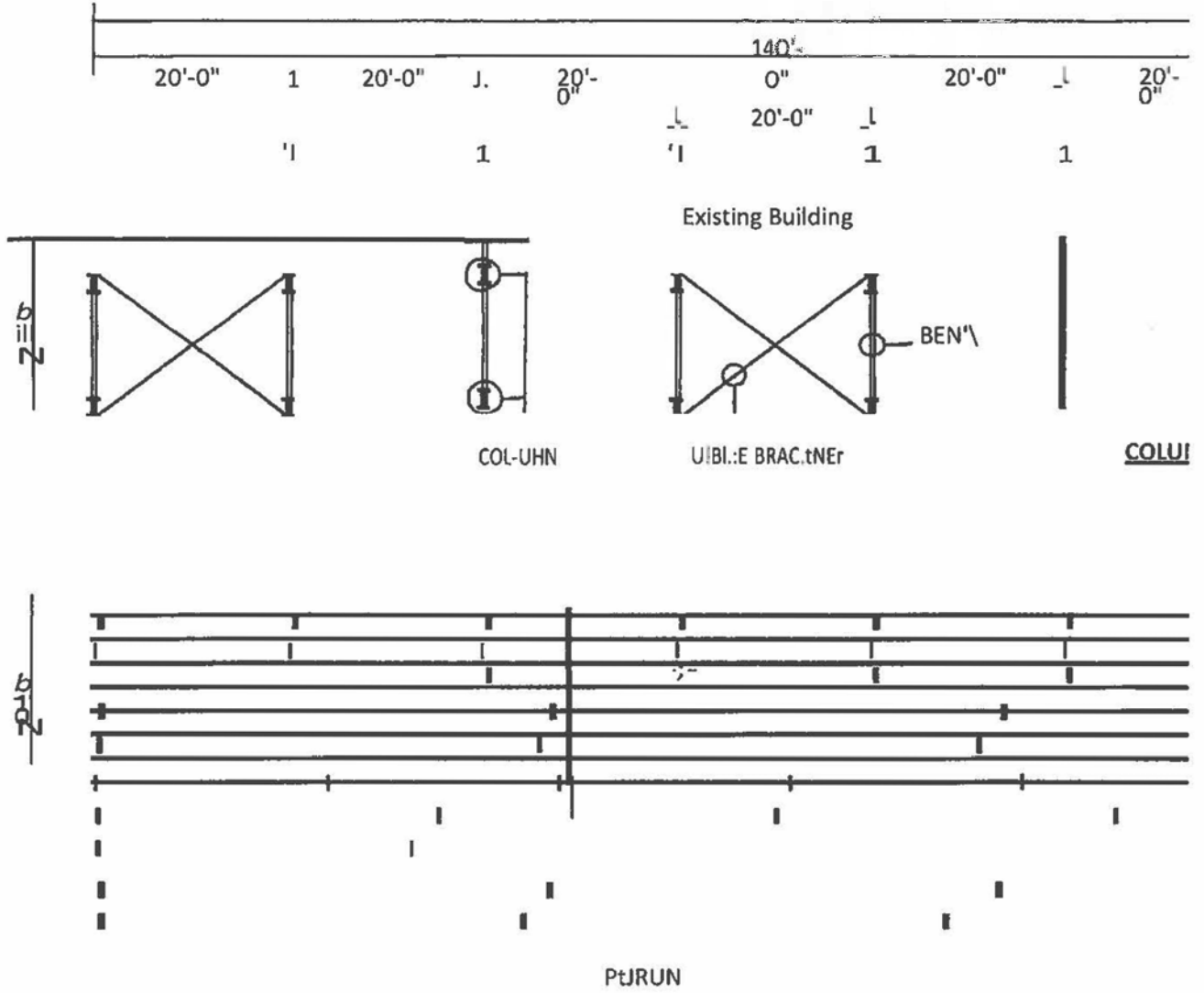
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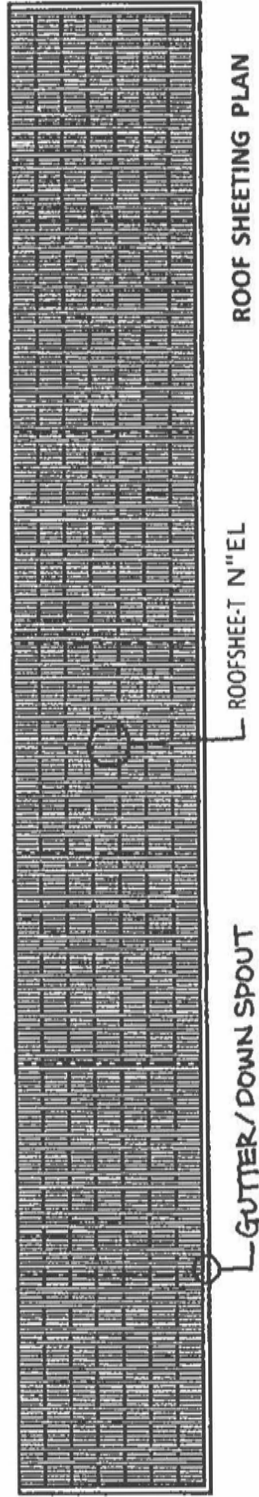
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3. The Qualified Contractor shall ensure the use of only anti-corrosive fasteners, nuts, bolts, etc... and no metal to metal corrosion reactions as a result of two different metals being in contact;
4. The Qualified contractor shall ensure absolutely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

[GUAM COMMUNITY COLLEGE-BUILDING 900 METAL AWING]



ROOF PURLIN PLAN



ROOF SHEETING PLAN

ROOF SHEET N"EL

GUTTER / DOWN SPOUT

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