



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

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**In the Appeal of Guam Pacific Enterprise, Inc. re: Appeal Case No. OPA-PA-22-001**

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**Abmer T. Brennan** <atbrennan@gdoe.net>

Wed, Feb 2, 2022 at 4:37 PM

To: Jerrick Hernandez &lt;jhernandez@guamopa.com&gt;, Thyrsa Bagana &lt;tbagana@guamopa.com&gt;, vduenas@guamopa.com, GPE INC &lt;guampacific@gmail.com&gt;

Cc: Legal Admin &lt;legal-admin@gdoe.net&gt;

Hafa Adai All,

Please see attached *GDOE's Entry of Appearance and Hearing Request, Declaration Re Court Action, Notice of Interested Parties and Procurement Record* re: Appeal Case No. OPA-PA-22-001.

Kindly confirm receipt.

Thank you and stay safe.

Respectfully,

**Abi T. Brennan**Office of the Superintendent, **Legal Div.**  
Guam Department of Education

Guam Department of Education

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**4 attachments****GDOE Declaration Re Court Action re OPA-PA-22-001 (IFB 002-2022).pdf**

70K

**GDOE Entry of Appearance and Hearing Request re OPA-PA-22-001 (IFB 002-2022).pdf**

168K

**GDOE Notice of Interested Parties re OPA-PA-22-001 (IFB 002-2022).pdf**

348K

**GDOE Procurement Record re OPA-PA-22-001 (IFB 002-2022).pdf**

5232K

**Procurement Record for Guam Department of Education (“GDOE”)**  
**Invitation for Bid (“IFB”) 002-2022 – High Efficiency Particulate Absorbing**  
**(“HEPA”) Filtration System and Maintenance**

1. IFB 002-2022 – HEPA Filtration System and Maintenance .....	G002 - G038
a. IFB 002-2022 Amendment No.1 .....	G039 - G048
b. IFB 002-2022 Amendment No. 2 .....	G049 - G050
2. IFB 002-2022 Protest .....	G051 – G055
3. IFB 002-2022 Protest Response .....	G056 – G059

HIGH EFFICIENCY PARTICULATE  
ABSORBING (HEPA) FILTRATION  
SYSTEM AND MAINTENANCE



## Invitation for Bid

No. 002-2022

Guam Department of Education

Supply Management Office

501 MARINER AVENUE, SUITE 116

BARRIGADA, GUAM 96913

T: +1 (671) 475-0438 / +1 (671) 300-1581

F: +1 (671) 472-5001

[www.gdoe.net/District/Department/12-](http://www.gdoe.net/District/Department/12-)

Office-of-Supply-Management

A handwritten signature in black ink, reading "C. Charfauros".

CARMEN T. CHARFAUROS

Supply Management Administrator

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**Section 1 - INVITATION FOR BID (IFB) TIMELINE**

**1.1. INVITATION FOR BID (IFB) TIMELINE**

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Thursday, October 28, 2021	IFB Issuance	8:00 a.m. Chamorro Standard Time (ChST)
Monday, November 01, 2021	Deadline for Request to Hold Pre-Bid Conference	3:00 p.m. Chamorro Standard Time (ChST)
Thursday, November 04, 2021	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Tuesday, November 09, 2021	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, November 18, 2021	Deadline for Submission	10:00 a.m. Chamorro Standard Time (ChST)
Thursday, November 18, 2021	Public Bid Opening (via video conference)	10:30 a.m. Chamorro Standard Time (ChST)

Invitation for Bid (IFB) packages may be obtained at the GDOE’s Office of Supply Management in Barrigada, Guam between 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding holidays. The IFB may also be downloaded at the GDOE’s website at [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management). Deadline for submission of all bids is 10:00 a.m. Chamorro Standard Time (ChST), Thursday, November 18, 2021. A non-refundable fee of \$10.00 (cash only) is required upon hard copy pick-up.

## Section 2 - PROJECT DESCRIPTION

### 2.1. PROJECT TITLE

#### GDOE IFB 002-2022 HIGH EFFICIENCY PARTICULATE ABSORBING (HEPA) FILTRATION SYSTEM AND MAINTENANCE

### 2.2. PURPOSE

The Guam Department of Education (GDOE) is seeking to purchase High Efficiency Particulate Absorbing (HEPA) Filtration System in order to support air quality in every classroom, office and enclosed common area (cafeterias, gyms, libraries, etc.).

### 2.3. PROJECT DESCRIPTION

Bidders submitting bids in response to this IFB must meet or exceed the minimum requirements / specifications as specified in **Section 6 - BID FORM**. Equipment must be new and unused.

**Should any Bidder have deviations from the specifications and cannot meet every requirement of the specifications, Bidder must submit request for deviation in writing prior to the deadline for submission of written questions specified in Section 3.1.14 – PRE-BID WRITTEN QUESTIONS for approval. Failure to do so will cause a bid to be deemed nonresponsive.**

***Brochures and descriptive literature MUST BE INCLUDED with the bid submission.***

### 2.4. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS

Erika S. Cruz, Acting Deputy Superintendent of DSESCL  
Joseph M. Sanchez, Deputy Superintendent of Curriculum and Instructional Improvement  
Doris Bukikosa, Project Lead  
F. Arii, Principal  
M. Lujan, Principal  
D. Santos, Principal  
N. Dela Cruz, Principal  
M. Perez, Principal  
A. Guerrero, Principal  
C. Masnayan, Principal

### 2.5. TECHNICAL LITERATURE OR BROCHURES RELIED UPON IN PREPARING SPECIFICATIONS

Brochures and Literature from Opticlean 1500, HEPA Care 500, Aura Air and Air Dog.

**Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION**

**3.1. GENERAL INSTRUCTIONS**

Bid submissions that do not comply with the instructions contained in this section and throughout this IFB may, at the discretion of GDOE, be deemed nonresponsive and disqualified from consideration for award.

**3.1.1. COMMUNICATION REGARDING THE IFB**

**ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL BIDDER WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO KATHRINA O. BAYSON, BUYER SUPERVISOR II AT [kobayson@gdoe.net](mailto:kobayson@gdoe.net) or BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE IFB 002-2022 IN THE SUBJECT OR REFERENCE LINE.**

**3.1.2. ALL OR NONE**

This solicitation is an ALL OR NONE BID and bids will be evaluated based on the lump sum price required in the bid form for this IFB. GDOE will not make itemized awards under this IFB. Requests for itemized pricing may be made by GDOE for the purpose of establishing unit prices for change orders that may be made to the Project.

**3.1.3. ACCEPTABLE FORMAT OF BIDS**

***Bids submitted in response to this IFB must be made in writing and on the bid form(s) contained in this IFB.*** For each bid, bidders should submit one (1) original and two (2) copies for a total of three (3) documents. Bidders should also submit two (2) compact discs (CD) or USB flash drives containing a complete electronic copy of the bid submittal. The bid should be submitted in a sealed envelope and delivered to the address listed in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS**.

The bid envelope should be plainly marked as follows:

The Guam Department of Education Invitation for Bid No. <b>002-2022</b>
Bidder's Name: _____
Bidder's Address: _____
Submittal Date: ____ / ____ / ____
Submittal Time: ____:____ a.m./p.m.
Attention: <b>KATHRINA O. BAYSON</b> <b>BUYER SUPERVISOR II</b>

**3.1.4. TIME AND DATE FOR RECEIPT OF BIDS**

Bids must be received by GDOE no later than:

TIME: **10:00 a.m.** Chamorro Standard Time (ChST)

DATE: **Thursday, November 18, 2021**

**The GDOE Supply Management Office maintains the OFFICIAL TIME in this regard. Bids may be submitted any time before the deadline for receipt of bids.**

**Bids received past the time indicated above, AS IT IS INDICATED IN THE SUPPLY MANAGEMENT OFFICE, will not be considered for award.**

If delivered via hand delivery, United States Postal Service, Federal Express, DHL, or other courier service, bids must be delivered to the following mailing/physical address:

MAILING/PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office  
Re: IFB No. 002-2022  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913-1608

Due to the current COVID-19 pandemic, proper safety protocols must be adhered to. If the bid submission will be hand-delivered, delivery will be conducted via **CURB-SIDE DROP OFF from Monday, November 15, 2021 through Wednesday, November 17, 2021, 8:30 a.m. to 3:00 p.m., and Thursday, November 18, 2021, 8:30 a.m. to 9:45 a.m. (15 minute intervals).**

To schedule curb-side drop off, please email [kobayson@gdoe.net](mailto:kobayson@gdoe.net) and [procurement@gdoe.net](mailto:procurement@gdoe.net) with your requested date/time slot at least two (2) working days before the requested date. GDOE will then confirm the schedule or, if already taken, provide other time slot options. Please provide a description of your vehicle and the name of the individual that will be dropping off the bid submission.

### 3.1.5. RECEIPT AND OPENING OF BIDS

**Bids sent via fax or email will not be considered.** Bid shall be hand delivered or mailed at the address specified on **Section 3.1.4 - TIME AND DATE FOR RECEIPT OF BIDS.** Bids delivered through mail and received after the submission date and time will not be considered for award.

In order to adhere to social distancing requirements, **bids shall be opened publicly via video conference on the time and date specified below:**

TIME: **10:30 a.m.** Chamorro Standard Time (CHST)  
DATE: **Thursday, November 18, 2021**

Bidders may access the **public bid opening** by going to the link below:

Link: <https://gdoe.zoom.us/j/96597584348>  
Meeting ID: **965 9758 4348**  
Password: **IFB0022022**

### 3.1.6. BID SUBMISSION FORM

All bids must be submitted on the Bid Form included with this IFB. Bidders may type or handwrite in ink their responses in the blank spaces provided on the bid form. Bids submitted in any other format will be deemed nonresponsive and disqualified from participation in this solicitation. **ALL SECTIONS OF THE BID FORM MUST BE FILLED IN TO BE CONSIDERED FOR AWARD.**

### 3.1.7. IRREVOCABLE BID PRICE

Submitted bids must remain valid for at least ninety (90) days after the deadline for submission. Once awarded, prices shall remain firm throughout the term of this bid.

### 3.1.8. ALTERNATE OR MULTIPLE BIDS NOT ACCEPTED

Alternate or multiple bids will not be accepted. Any Bidder submitting alternate, multiple, or otherwise altered bid forms will be deemed nonresponsive and disqualified from this solicitation.

### 3.1.9. LATE BIDS NOT ACCEPTED

Bids received after the time and date specified in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF BIDS** will be considered nonresponsive and disqualified from consideration for award.

### 3.1.10. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written notice received from the Bidder prior to the time and date set for bid opening. Negligence from the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

### 3.1.11. TRADE SECRETS AND OTHER PROPRIETARY DATA

Bidder must complete and submit **GDOE Procurement Form 004** with the bid, whether or not the Bidder wishes to designate information within a bid as a Trade Secret or other Proprietary Information.

Blanket designations of confidentiality placed on the front cover of a bid will not be accepted as a valid designation of proprietary information. Every item, page, section or subsection that the Bidder wishes to designate as a trade secret or proprietary data should be listed on GDOE Procurement Form 004 and also **clearly marked** and **separable** from the remainder of the bid.

***Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.***



### 3.1.12. ACKNOWLEDGEMENT OF AMENDMENTS TO IFB

This IFB may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Bidders must acknowledge in writing the receipt of any amendments to this IFB. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, bidders must sign the Acknowledgment Form and return the signed copy via email or fax to GDOE. Signed Acknowledgment Forms for every amendment must also be included with the bid submission. **Bidders who fail to properly submit Amendment Acknowledgment Forms may be deemed nonresponsive and disqualified from participating in this solicitation.** Other than fax and email, Amendments and Clarifications may be downloaded or accessed through the GDOE website at <https://www.gdoe.net/District/Department/12-Office-of-Supply-Management>. Prospective Bidders are solely responsible for checking the website on a daily basis.

### 3.1.13. PRE-BID CONFERENCE

**GDOE may, at its discretion, conduct a pre-bid conference** in accordance with 2 GAR Div 4 §3109(g)(4). In the event a pre-bid conference is scheduled, GDOE will announce the time and place of the conference to all prospective bidders known to have received an IFB.

Any potential bidder may submit a request for a pre-bid conference in writing to the attention of **KATHRINA O. BAYSON, BUYER SUPERVISOR II** no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (ChST)  
DATE: **Monday, November 01, 2021**

In the event that GDOE determines to hold a pre-bid conference, all potential bidders, that is all bidders who have requested and received an IFB packet from GDOE, will be informed of the date, time, location and requirements of the pre-bid conference. A summary or minutes of a pre-bid conference will be made available to all potential bidders.

At any pre-bid conference or site visit, GDOE may provide verbal answers to verbal questions from potential bidders. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL GDOE RESPONSE.** All questions must be submitted in accordance with **Section 3.1.14 – PRE-BID WRITTEN QUESTIONS.** Only written answers may be relied upon.

### 3.1.14. PRE-BID WRITTEN QUESTIONS

Potential bidders may submit written questions concerning this IFB before the time and date listed below. Questions must be submitted in writing according to the instructions contained in **Section 3.1.1 – COMMUNICATION REGARDING THE IFB.** All questions and responses will be made available in writing to every potential bidder. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this IFB must be received in writing by GDOE no later than:

TIME: **3:00 p.m.** Chamorro Standard Time (ChST)  
DATE: **Thursday, November 04, 2021**

### 3.1.15. EXPLANATION TO BIDDERS

No oral explanation in regards to the meaning of the specification will be made and no oral instructions will be given before the award of the IFB. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of GDOE for interpretation before the deadline for written questions specified in **Section 3.1.14 – PRE-BID WRITTEN QUESTIONS.** Bidders should act promptly and allow sufficient time for a reply to reach them before submission of their bid. Interpretation, if required, shall be made in the form of an amendment to the IFB, which will be forwarded to all prospective Bidders.

### 3.1.16. BOND REQUIREMENTS, PERFORMANCE, AND PAYMENT GUARANTEES

Pursuant to 5 GCA §5212, **A Bid Security is REQUIRED for this IFB.** A bid guarantee or bid bond in the amount of not less than fifteen percent (15%) of the bidder's total bid price must be included with the bid. The bid guarantee may be in the form of a surety bond issued by a surety company authorized to do business in Guam, or in the form of a cashier's check, a certified check or a letter of credit.

If providing a surety bond, bidders are required to **submit the Bid Bond Form - GDOE Procurement Form 001.** Bidders providing security in the form of a bank certified check or a letter of credit should submit the check or letter of credit and a copy of same with the bid submission.

***Failure to comply with the security requirements of this IFB shall result in a bid being deemed nonresponsive.***

Surety bonds must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be a company, authorized by the Government of Guam and qualified to do business on 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 on Guam.

### 3.2. GENERAL INFORMATION

#### 3.2.1. EVALUATION FACTORS FOR AWARD

Determination of an award pursuant to this IFB will be made based on the **lowest, most responsive and responsible bid(s)**.

GDOE reserves the right to disqualify bids that are deemed to be nonresponsive, regardless of whether the bid is determined to contain the lowest price. GDOE reserves the right to waive any minor informality or irregularity in the bids received.

In determining the lowest responsive bidder, GDOE will be guided by the following evaluation factors:

- a) Price of overall performance and delivery.
- b) Responsiveness to the requirements of this IFB.

**Tie Bids:** In the event GDOE receives lowest responsive bids from responsible bidders that are identical in price, determination of award will be made pursuant to 2 GAR Div. 4 §3109.

#### 3.2.2. DETERMINATION OF RESPONSIBILITY

Responsibility of a bidder will be determined in accordance with 2 GAR Div. 4 §3116. Bidders should be prepared to promptly provide to GDOE information relating to the bidder's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of a bidder to comply with a request by GDOE for information relating to responsibility may result in a determination that a bidder is not responsible and therefore disqualified from an award.

Pursuant to 5 GCA §5201(g), responsiveness of a bidder will be determined by compliance with the requirements of this IFB.

#### 3.2.3. NOTICE OF AWARD

Notice of Award shall constitute the official award of this IFB. Bidders submitting bids in response to this IFB will be notified in writing if their bid is determined to be the lowest most responsive and responsible bid. For solicitations over \$25,000, all bidders submitting bids will be notified in writing of the successfulness or unsuccessfulness of their response to this IFB. Written notice of award will be public information and made a part of the procurement file.

#### 3.2.4. SPECIAL PERMITS AND LICENSES

The Bidder shall, at its own expense, procure all permits, certificates, and licenses and give all notices and necessary reports required by law for this IFB. Failure to maintain required licenses or permits shall be grounds for immediate termination of the contract.

#### 3.2.5. CONTRACT TYPE

A Firm Fixed Price agreement will be consummated between the most responsible bidder and GDOE.

#### 3.2.6. FUNDING SOURCE

This activity is administered by the Guam Department of Education (GDOE) - Federal Programs Division/Grants Office and funded by the U.S. Department of Education, Education Stabilization Fund II - State Educational Agency (ESF II-SEA).

#### 3.2.7. DELIVERY OF GOODS

Bidder(s) who are awarded this solicitation guarantees that goods will be delivered or required services performed within the time specified. GDOE will issue a Notice to Proceed (NTP) and/or Purchase Order prior to commencement of the order.

**Equipment must be delivered within ninety (90) calendar days after receipt of Purchase Order.**

**Destination:** Successful bidder(s) must deliver in accordance to the location specified on the GDOE Purchase Order.

#### 3.2.8. METHOD OF PAYMENT

The successful Bidder shall submit invoice(s) to GDOE for payment upon **delivery of goods or required services** as defined in **Section 3.2.7 – DELIVERY OF GOODS**.

### **3.2.9. INSPECTION AND ACCEPTANCE OF GOODS**

Bidders submitting bids in response to this IFB should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to this IFB. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this IFB.

### **3.2.10. VENDOR PERFORMANCE**

Bidder(s) who are awarded this solicitation may, at the discretion of GDOE, be monitored and assessed based on their performance. Vendor performance will be reviewed before, during, and after the supplies or services have been delivered or performed.

The GDOE Supply Management Administrator or his/her designee may meet periodically with the selected Bidder for the purpose of reviewing progress and providing necessary guidance to the Bidder in solving issues.

### **3.2.11. JUSTIFICATION OF DELAY**

If the Bidder cannot comply with the completion requirement agreed upon, it is the Bidder's responsibility to advise GDOE in writing explaining the cause and reasons of the delay. GDOE may make a reasonable extension of time.

### **3.2.12. LIQUIDATED DAMAGES**

When the Contractor is given notice of delay or nonperformance as specified in 2GAR Div 4 § 6101(8) of the Termination for Default Clause of this IFB 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 vendor is terminated for default, or until the vendor provides the supplies or services if the vendor is not terminated for default. To the extent that the vendor's delay or nonperformance is excused under 2GAR Div 4 § 6101(8) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this IFB, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than delay.

### **3.2.13. PHYSICAL LIABILITY**

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of Guam Department of Education in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of work herein covered, and to be responsible for, and to indemnify and save harmless the Guam Department of Education from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Department of Education 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 Department of Education when required.

### **3.2.14. TAXES**

All bidders are responsible for any taxes or fees that may be assessed or due for performance of work or delivery of services pursuant to this IFB. Specific information regarding Guam taxes may be obtained from the Guam Department of Revenue and Taxation.

### **3.2.15. AUTHORITY TO ISSUE THIS IFB**

This solicitation is issued subject to the Guam Procurement Act (5GCA Chapter 5) and applicable Guam Procurement Regulations.

### **3.2.16. COSTS OF BID PREPARATION**

All costs associated with preparation of a bid in response to this IFB shall be solely the Bidder's responsibility. GDOE shall not be liable for any costs incurred by a potential Bidder for the preparation of a bid.

### **3.2.17. BID SAMPLES AND DESCRIPTIVE LITERATURE**

Pursuant to 2 GAR Div 4 §3109(e)(3), bid samples or descriptive literature should not be submitted to GDOE unless expressly requested within this IFB. Regardless of any condition set by a bidder, unsolicited bid samples or descriptive literature will not be examined, tested, or deemed to vary any of the requirements of this IFB.

**3.2.18. BRAND NAME OR EQUAL**

Pursuant to 2 GAR Div 4 §4103(b)(v), Any brand names used in this IFB are for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to the brand specified will be considered for award.

**3.2.19. CANCELLATION OF CONTRACTS**

Pursuant to 2 GAR Div 4 §3121(e)(1)(G), in the event of a cancellation due to unavailability of funds, GDOE will notify the Contractor on a timely basis, and Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

## Section 4 - TERMS AND CONDITIONS

### 4.1. REFERENCE TO LAW AND REGULATIONS

Bids submitted in response to this IFB must fulfill the requirements identified in this IFB. Each of the forms identified herein must be completed and returned according to the instructions provided. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this IFB shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

### 4.2. LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

Bidders must complete and submit originals of the forms identified throughout this IFB and collectively listed in **Section 5 - FORMS REQUIRED IN RESPONSE TO IFB**.

### 4.3. LAWS TO BE OBSERVED

The Bidder should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment, used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Bidder will, in any way, serve to modify the provision of the contract.

### 4.4. LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY OF LOCAL PROCUREMENT

Bidders providing supplies or services pursuant to this IFB are subject to licensure requirements in accordance with 5 GCA § 5008. Inquiries about obtaining a Guam business license should be directed to the Guam Department of Revenue and Taxation.

Preferential selection of a bidder licensed to do business on Guam and that maintains an office or other facility on Guam for an award pursuant to this IFB may be made in accordance with 5 GCA §5008. ***GDOE Procurement Form 005 must be completed and included with the Bid.***

### 4.5. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Bidders must expressly identify all major shareholders in accordance with 5 GCA § 5233. ***AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included with the Bid.***

### 4.6. BIDDERS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

Bidders must certify that the submitted price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b). ***AG Procurement Form 003 (Jul. 12, 2010) must be completed and included with the Bid.***

### 4.7. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

Bidders must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA §5630.

Bidders must certify to the best of their knowledge that neither they, nor any of their 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 bidder's response to this IFB. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e). ***AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with the Bid.***

### 4.8. REPRESENTATION REGARDING ETHICAL STANDARDS

Bidders must affirm 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. ***AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with the Bid.***

### 4.9. REPRESENTATION REGARDING CONTINGENT FEES

Bidders must affirm that it has not retained a person to solicit or secure a territorial 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, in accordance with 5 GCA § 5631. ***AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with the Bid.***

#### 4.10. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this IFB is prohibited from employing sex offenders to provide the goods or services procured through this IFB, in accordance with 5 GCA § 5253, which states:

##### **§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.**

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- ...
- (d) any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

**SOURCE:** Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

**GDOE Procurement Form 002 must be completed and included with the Bid.**

#### 4.11. WAGE AND BENEFIT DETERMINATION FOR SERVICES

Bidders must pay employees providing services procured through this IFB in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the following website: [www.beta.sam.gov](http://www.beta.sam.gov).

Bidders submitting bids in response to this IFB must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee in accordance to 5 GCA §5802. **AG Procurement Form 006 (Feb. 16, 2010) must be completed and included with the Bid.**

#### 4.12. EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Bidder not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Bidder will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

#### 4.13. MANDATORY DISPUTES CLAUSE

In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any

event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

**4.14. DISABLED VETS: POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESS**

Pursuant to 5 GCA §5012, a bidder may qualify as a service-disabled veteran owned business if the following conditions apply: (a) the business is licensed to do business on Guam; maintains its headquarters on Guam; and is at least fifty-one percent owned by a service-disabled veteran who served in active U.S. military service, was discharged or released under honorable conditions, and whose disability is certified as service connected by a DD214 form and disability award letter from the U.S. Department of Veterans Affairs; and (b) the service-disabled owner of the business has filed individual tax returns on Guam for a period of at least three consecutive years prior to bidding on this IFB.

Notice of Service-Disabled Veteran Owned Business must be submitted with the bid by checking the appropriate box on the bid form and including a DD214 form and disability award letter with the bid form. The GDOE Supply Management Administrator will issue written notice to all bidders if any bidder is determined to be a qualified service-disabled veteran owned business pursuant to 5 GCA §5012. If a bidder is determined to be qualified under §5012, the requirements of 5 GCA §5011 shall apply to an award pursuant to this IFB.

**4.15. RIGHT OF GDOE TO CANCEL OR REJECT BIDS**

GDOE reserves the right to cancel this IFB at any time when it is in the best interests of the Department, in accordance with 5 GCA §5225 and 2 GAR Div. 4 §3115(c).

GDOE reserves the right to reject any bid in whole or in part when it is in the best interests of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

GDOE may resolicit for bids when it is deemed to be in the best interest of GDOE.

**Section 5 - FORMS REQUIRED IN RESPONSE TO IFB**

Bids must contain signed and, where required, notarized originals of the forms listed below.

	<u>Form Name</u>	<u>Form Title</u>
1.	GDOE Procurement Form 001	BID BOND FORM
2.	GDOE Procurement Form 002	SPECIAL PROVISIONS – RESTRICTION AGAINST SEX OFFENDERS
3.	GDOE Procurement Form 004	INVITATION FOR BID – DESIGNATION OF PROPRIETARY INFORMATION
4.	GDOE Procurement Form 005	LOCAL PROCUREMENT PREFERENCE APPLICATION
5.	AG Procurement Form 002 (Rev. Nov. 17, 2005) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
6.	AG Procurement Form 003 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re NON-COLLUSION
7.	AG Procurement Form 004 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re NO GRATUITIES or KICKBACKS
8.	AG Procurement Form 005 (Jul. 12, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re ETHICAL STANDARDS
9.	AG Procurement Form 006 (Feb. 16, 2010) <i>** Located under Section 6 Attachments**</i>	DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
10.	AG Procurement Form 007 (Jul. 15, 2010) <i>** Located under Section 6 Attachments**</i>	AFFIDAVIT re CONTINGENT FEES



GOVERNMENT OF GUAM  
GUAM DEPARTMENT OF EDUCATION  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
TEL: 671-475-0438 | FAX: 671-475-5001



**BID BOND**

No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_, as Principal hereinafter called the Principal, and Bonding Company, \_\_\_\_\_ a corporation duly organized 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 well 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 **IFB No. 002-2022: HIGH EFFICIENCY PARTICULATE ABSORBING (HEPA) FILTRATION SYSTEM AND MAINTENANCE**

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 the 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 of 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)

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

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

\_\_\_\_\_  
(SURETY) (SEAL)

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

\_\_\_\_\_  
(ATTORNEY-IN -FACT)

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING A SURETY BOND FOR SECURITY.**  
**GDOE Procurement Form 001**

**SPECIAL PROVISIONS**



**RE: GDOE IFB 002-2022  
HIGH EFFICIENCY PARTICULATE ABSORBING (HEPA) FILTRATION SYSTEM AND MAINTENANCE**

**Restriction against Sex Offenders Employed by Service Providers to  
Government of Guam from working on Government Property**

\_\_\_\_\_ (COMPANY NAME, hereafter the "Bidder") hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall comply with the provisions of 5 GCA §5253, specifically that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services pursuant to the IFB while on government of Guam property, with the exception of public highways. If any employee is providing services on government property and is convicted subsequent to an award of a contract, then the bidder warrants that it will notify the Guam Department of Education ("GDOE") of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the bidder is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE/DATE

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 002**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001



**INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM**

**HIGH EFFICIENCY PARTICULATE ABSORBING (HEPA) FILTRATION SYSTEM AND MAINTENANCE**

**INVITATION FOR BID (IFB): 002-2022**

**Pursuant to 2 GAR §3109(l)(2),**

Bids and modifications shall be opened publicly in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids.

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 2 GAR §3109(l)(3).

***Material so designated shall accompany the bid and shall be readily separable from the bid*** in order to facilitate public inspection of the non-confidential portion of the bid.

***Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.***

Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3109(l)(3).

Bidders wishing to designate information as proprietary must clearly mark such sections within the bid and identify the corresponding sections and page numbers below and return this form with the bid.

I, \_\_\_\_\_, an authorized representative of \_\_\_\_\_, hereby request that the sections and page numbers listed below of the bid submitted in response to **GDOE IFB No. 002-2022** be considered a trade secret or proprietary data and therefore exempt from public disclosure:

---

---

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

Signature

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

Company: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.  
GDOE Procurement Form 004**

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT  
501 MARINER AVENUE, SUITE 116  
BARRIGADA, GUAM 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001



**LOCAL PROCUREMENT PREFERENCE APPLICATION**

Based on the law stipulated below, please place a check or mark an "x" on the (1-4) block indicating the section that applies to your business:

5GCA, Chapter 5, Section 5008 titled "Policy in Favor of Local Procurement" of the Guam Procurement Law and the Department of Education Procurement Regulations Section 1.7 States that all procurement of supplies and services shall be made from among business licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nation's previously comprising the Trust Territory of the Pacific Islands.

Procurement of supplies and services from off-Guam may be made if no local agent for such supplies or services may be found on Guam or if the total cost F.O.B. job-site, unloaded, of procurement from off-island is not greater than eighty-five percent (85%) of the total cost F.O.B. job-site, unloaded, of the same supplies or services when procured from a local source. Justification for off-island procurement must be submitted in writing to the Superintendent of Education or his designee.

1. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. 002-2022. By filing in this information and placing my signature below, I understand that Guam Department of Education will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied for GDOE IFB No. 002-2022.

2. I, \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for GDOE IFB No. 002-2022.

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

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

Signature: \_\_\_\_\_

Tel #: \_\_\_\_\_

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

Fax #: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.**  
**GDOE Procurement Form 005**

**Section 6 - BID FORMS AND ATTACHMENTS**

Please see the following pages for the bid form(s) and other attachments referenced in this IFB.

***(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)***

**BID FORM**

**IFB 002-2022 High Efficiency Particulate Absorbing (HEPA) Filtration System and Maintenance**

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	<b>High Efficiency Particulate Absorbing (HEPA) Filtration System</b>  <b>Specifications:</b> <ul style="list-style-type: none"> <li>• 99.97% HEPA Filter that removes particles as small as 0.3 microns</li> <li>• Standard MERV 7 Pre-filter</li> <li>• CFM Range Minimum 500 CFM to Maximum 1500 CFM</li> <li>• UVC Disinfectant Lamp</li> <li>• Acceptable sound level – 44 to 59 decibel level (varied with speed level)</li> <li>• Portable -Heavy duty/lockable casters</li> <li>• 110v Outlet</li> </ul> <b>Additional Requirements</b> <ul style="list-style-type: none"> <li>• US Made Requirement</li> <li>• One Year Warranty including parts and labor</li> <li>• Delivery, Installation and Start-up at every school site</li> <li>* Collaboration of Asset Tagging</li> </ul> <b>Manufacturer / Brand:</b> _____  <b>Part Number:</b> _____  <input type="checkbox"/> <b>Brochure and Descriptive Literature Included</b>	2467	Each		
2	<b>5-Year Preventative Maintenance of HEPA Filtration System (inclusive of consumables, parts &amp; labor, and hazardous waste removal and disposal)</b>  <b>Includes:</b> <ul style="list-style-type: none"> <li>• Annual cleaning of all units</li> <li>• Pre-filter Replacement</li> <li>• UV Bulb Replacement</li> <li>• HEPA Filter Replacement</li> <li>* <b>Hazardous Waste Removal and Disposal</b></li> </ul>	2467	Each		
<b>Bid Total</b>					

CHECK BOX IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012.

**BIDDER REPRESENTATION:**

By signing below, I represent that I am an authorized representative of:

\_\_\_\_\_

**PRINT COMPANY NAME**

and that by submission of this bid the company is making an offer to perform the work described in **GDOE IFB No. 002-2022** for the price stated above. I also confirm that the bid price shall remain firm and irrevocable for ninety (90) days from the opening of this bid and if awarded, for the term of this award.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_ **DATE** \_\_\_\_\_.

**PRINTED NAME OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_.

# 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 §5233 by delivering another affidavit to the government.

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

Offeror, if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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







**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 partnershhip;
- 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**

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

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

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

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

\_\_\_\_\_  
Signature

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5693 Revision No.: 13 Date Of Last Revision: 08/04/2021
Daniel W. Simms Director	Division of Wage Determinations

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
01261 - Personnel Assistant (Employment) I		15.95
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		21.78
01290 - Rental Clerk		11.10
01300 - Scheduler Maintenance		15.55

01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.36
01531 - Travel Clerk I	13.01
01532 - Travel Clerk II	14.12
01533 - Travel Clerk III	15.09
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	15.46
05010 - Automotive Electrician	14.52
05040 - Automotive Glass Installer	13.58
05070 - Automotive Worker	13.58
05110 - Mobile Equipment Servicer	11.65
05130 - Motor Equipment Metal Mechanic	15.46
05160 - Motor Equipment Metal Worker	13.58
05190 - Motor Vehicle Mechanic	15.46
05220 - Motor Vehicle Mechanic Helper	10.66
05250 - Motor Vehicle Upholstery Worker	12.64
05280 - Motor Vehicle Wrecker	13.58
05310 - Painter Automotive	14.52
05340 - Radiator Repair Specialist	13.58
05370 - Tire Repairer	12.67
05400 - Transmission Repair Specialist	15.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	13.26
07042 - Cook II	15.46
07070 - Dishwasher	9.31
07130 - Food Service Worker	9.45
07210 - Meat Cutter	12.13
07260 - Waiter/Waitress	9.27
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.54
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.54
11150 - Janitor	9.54
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.32
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.66
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01
12020 - Dental Assistant	16.32
12025 - Dental Hygienist	36.12
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99

12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.30
12210 - Nuclear Medicine Technologist	40.06
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	18.23
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	25.33
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.36
12313 - Registered Nurse II Specialist	28.36
12314 - Registered Nurse III	34.32
12315 - Registered Nurse III Anesthetist	34.32
12316 - Registered Nurse IV	41.13
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	22.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.20
13012 - Exhibits Specialist II	26.27
13013 - Exhibits Specialist III	32.13
13041 - Illustrator I	21.20
13042 - Illustrator II	26.27
13043 - Illustrator III	32.13
13047 - Librarian	29.09
13050 - Library Aide/Clerk	16.88
13054 - Library Information Technology Systems Administrator	26.27
13058 - Library Technician	16.64
13061 - Media Specialist I	18.96
13062 - Media Specialist II	21.20
13063 - Media Specialist III	23.63
13071 - Photographer I	18.96
13072 - Photographer II	21.20
13073 - Photographer III	26.27
13074 - Photographer IV	32.13
13075 - Photographer V	38.88
13090 - Technical Order Library Clerk	21.20
13110 - Video Teleconference Technician	18.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	34.91
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70
15120 - Tutor	15.70
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.12
16030 - Counter Attendant	10.12
16040 - Dry Cleaner	11.56
16070 - Finisher Flatwork Machine	10.12
16090 - Presser Hand	10.12
16110 - Presser Machine Drycleaning	10.12
16130 - Presser Machine Shirts	10.12
16160 - Presser Machine Wearing Apparel Laundry	10.12
16190 - Sewing Machine Operator	12.04
16220 - Tailor	12.52
16250 - Washer Machine	10.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.46
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.76
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	15.22
21150 - Stock Clerk	21.40
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	18.20
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	18.20

23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61
23370 - General Maintenance Worker	12.01
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.50
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.61
23430 - Heavy Equipment Mechanic	19.27
23440 - Heavy Equipment Operator	17.76
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.37
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	20.72
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter Maintenance	14.08
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker Maintenance	17.35
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.76
23932 - Telecommunications Mechanic II	21.01
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	18.31
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	12.78
24620 - Family Readiness And Support Services Coordinator	15.01
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.72
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	20.72
25190 - Ventilation Equipment Tender	14.29
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.48
27008 - Corrections Officer	12.05



27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.48
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24
28042 - Carnival Equipment Repairer	14.46
28043 - Carnival Worker	9.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.98
29020 - Hatch Tender	25.98
29030 - Line Handler	25.98
29041 - Stevedore I	24.18
29042 - Stevedore II	27.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13

30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.77
30621 - Weather Observer Senior	(see 2) 23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	8.15
31030 - Bus Driver	10.66
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	11.65
31310 - Taxi Driver	11.41
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	14.64
31364 - Truckdriver Tractor-Trailer	14.64
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	9.63
99050 - Desk Clerk	9.70
99095 - Embalmer	25.60
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	23.38
99252 - Laboratory Animal Caretaker II	25.54
99260 - Marketing Analyst	21.54
99310 - Mortician	25.60
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	9.87
99820 - School Crossing Guard	17.27
99830 - Survey Party Chief	23.01
99831 - Surveying Aide	13.08
99832 - Surveying Technician	17.00
99840 - Vending Machine Attendant	23.38
99841 - Vending Machine Repairer	29.78
99842 - Vending Machine Repairer Helper	23.38

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

## ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

## THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\*****Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the

date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
  
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
  
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
  
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
  
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
  
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

**AFFIDAVIT RE 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 \_\_\_\_\_, \_\_\_\_.



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

**IFB 002-2022  
High Efficiency Particulate Absorbing (HEPA) Filtration System and Maintenance  
AMENDMENT 1**

November 9, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **KATHRINA O. BAYSON** via fax (671) 472-5001 or via email to [kobayson@gdoe.net](mailto:kobayson@gdoe.net).

I, \_\_\_\_\_, an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 1**, for **IFB 002-2022 High Efficiency Particulate Absorbing (HEPA) Filtration System and Maintenance**. Number of pages: **10** (including this coversheet).

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**Company Name (Print)**

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**Print Name**

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**Signature**

---

**Time and Date**





JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

November 9, 2021

**AMENDMENT 1**

**Prospective Bidders:**

Please refer to our **Invitation for Bid No. 002-2022 High Efficiency Particulate Absorbing (HEPA) Filtration System and Maintenance**, a copy of which was obtained by your company for consideration.

Please see below response to questions submitted by Prospective Bidder(s):

**Guam Pacific Enterprises Inc.**

1. The drafting of the specifications should be drafted by Engineers, Architects Designers and draftsmen or those involved relative to the products and equipment being considered for the bid .The draftsmen are educators inconsistent with Section 5266 of CH. 5 of Guam Procurement law.  
**GDOE Response: Guam Procurement Law does not require that Engineers, Architects, or Designers draft the specifications.**
2. The quantity is huge to be produced on time by one manufacturer due to component shortage and manpower.  
**GDOE Response: GDOE has determined a scope or specifications to meet the needs of ensuring a safe learning environment for our students. Requirements will remain the same.**
3. The quantity should be spread to each school to meet the intention of Guam Procurement Law to entice more bidders and benefit all U.S. manufacturers.  
**GDOE Response: GDOE has determined a scope or specifications to meet the needs of ensuring a safe learning environment for our students. This is an All or None Bid. The requirements will remain the same. Please refer to Section 3.1.2 of the IFB.**
4. Are you using Federal financial assistance Awards for this project , if yes then Buy American Act should be implemented to comply with the statutes and Executive Order. I did not see the Buy American Act. Provision  
**GDOE Response: This is a federally funded procurement. The system includes a U.S. Made requirement. Please refer to Section 6 – BID Form and Section 3.2.6 – FUNDING SOURCE of the IFB.**
5. Who will evaluate the bids ?  
**GDOE Response: There is an established selection panel consisting of project personnel, health/medical professionals and facilities & maintenance personnel.**
6. Do the evaluators have expertise in engineering and designs ?  
**GDOE Response: Guam Procurement Law does not require that Engineers, Architects, or Designers draft the specifications.**
7. Do the draftsmen of the bid have experiences on the products or specifying the right product for school ? Because cheap is not always the right one . The noise of the purifier should be a major factor in the determination.  
**GDOE Response: The selection will be based on the lowest, most responsive and responsible bid that meets all material requirements stipulated in the IFB.**
8. Can we the bidder make our offer on delivery since we are the one coordinating with the supplier ? Delivery should be proposed by Bidders in my view and should not be the main factor in making the award determination unless there is a big gap in the bidders delivery offer.

**GDOE Response: Delivery requirement will remain the same.**

9. Can DOE break down the quantity of purifiers in every school to allow the bidders to bid on their manufacturers capacity ? It will provide business not to just 1 manufacturer but to several US manufacturers that is in line with Made in American Act by Pres. Joe Biden.

**GDOE Response: This is an All or None Bid. Please refer to Section 3.1.2 of the IFB. The requirements will remain the same.**

10. Did DOE remiss by requiring the 15% Bid bond under the Guam Law in the subject bid that is financed by federal financial assistance awards ? Argument. 15 % BID BOND should not apply to comply with the Executive Order 14005 of President Biden Act. ( Made in American Act)

**GDOE Response: Bid Security is a requirement under Guam Procurement Law, irrespective of their funding source.**

### **Johnstone Supply**

11. Our question addresses whether GDOE would consider breaking down the various items in this section and thereby provide the GDOE Supply Management Administrator with the specific tools necessary to maintain the 2,467 Filtration Units in a cost-effective manner.

All units will not experience equal operating times nor equal dust loading, and therefore an effective maintenance plan will take such variables into considerations when planning maintenance cycles.

Some units may require Pre-filter replacement on a 3-month cycle while others may be extended to 6 or 9 months depending on loading. Ongoing monitoring and management of the entire system can establish the most cost-effective maintenance program for all units.

Also, UV Bulbs and HEPA filters have very long lifetime's ranging anywhere from one to six years. These are very costly items where replacement frequency can be very random

We ask the GDOE to consider a break-down of Item N°2, into the following bid categories.

(2.a would include the cost of travelling to the Unit Site, and assessing the need for any replacement; 2.b, c, and d, would consist of only the added cost associated with the installation of replacements once the technician is on site)

2.a. Labor and Transportation cost to perform inspection of Filtration Unit. Exclusive of parts supply, installation labor, and waste disposal.

2.b. Pre-Filter Replacement. Including filter cost, installation, and disposal of the spent filter.

2.c. UV Bulb Replacement. Including UV Bulb cost, installation, and disposal of the spent UV Bulb.

2.d. HEPA Filter Replacement. Including filter cost, installation, and disposal of the spent filter.

**GDOE Response: The preventative maintenance requirements detail the general expectation of work to be provided by the bidder. All bidders are welcome to submit a detailed breakdown of the services proposed. The details of the preventative maintenance plan will be reviewed based on whether it meets the minimum requirements stipulated in the IFB.**

### **Pacific Global Technologies**

12. The GDOE team responsible for drafting specifications may have relied on technical literature or brochures of certain brands that are not US Made.

Per Section 2.3. Project Description, Pacific Global Technologies submits a request for deviation. Per the "additional requirements" listed, the unit we intend to offer meets or exceeds all specifications, however may be manufactured outside the USA and made in China. Therefore, we request for approval to deviate from the US Made Requirement.

**GDOE Response: Unfortunately, due to the funding requirements, this cannot be done.**

**JMI Edison**

13. 3.2.7 Delivery of Goods - The COVID19 pandemic continues to disrupt the ability of many manufacturers impacting our ability to deliver products within normal lead-times. Supply chains are strained, production capabilities are compromised, and extreme port congestions have posed a major challenge in delivering our products to Guam. The 90day equipment delivery requirement would be challenging for all manufacturers & bidders. We would like to request for GDOE to amend and consider staggered deliveries for this IFB. This is to accommodate the abovementioned challenges.  
**GDOE Response: Delivery requirement will remain the same.**
14. 5 Year Preventive Maintenance of HEPA Filtration System (inclusive of consumables , parts & labor, and hazardous waste removal and disposal). Would repairs due to factors/issues outside of the manufacturer and bidder’s control (such as natural disasters, misuse, power surges, rust, corrosion, vandalism, etc.) fall under this requirement? Please confirm.  
**GDOE Response: Please refer to line item specifications on Preventive Maintenance. The preventative maintenance requirements detail the general expectation of work to be provided by the bidder.**
15. Collaboration of Asset Tagging. Please provide more info and procedures relative to this requirement.  
**GDOE Response: The units will be delivered directly to each school site. A list of fixed assets will be prepared by the vendor, to include the assigned tag #, model #, serial # and per unit cost, school site and room (location). This list will be finalized in collaboration with our Property Division to ensure all items are in fact tagged and recorded.**
16. Additional Requirements – 1 year Warranty including parts and labor. 1 year Factory standard warranty offered applies to manufacturer defects only. Any factors/issues outside of the manufacturer and bidder’s control does not fall under the warranty (such as natural disasters, misuse, power surges, rust, corrosion, vandalism, etc.). Please confirm if this complies with GDOE’s requirements.  
**GDOE Response: The warranty expectation is inclusive of defective parts (units) as well as any damages due to shipping and delivery and faulty install.**

**JWS**

17. Section 3.2.7 (Pg. 8) DELIVERY OF GOODS. Requirement: “Items must be completed within 90 (90) calendar days after receipt of Purchase Order.” Question: With such a large capacity order, specifically: 2,467 Units. The 90 day delivery requirement will be unattainable for most if not all bidders. To also keep into consideration, the extreme negative impact COVID 19 has had by majorly disrupting supply chain, logistics and shipping. We kindly request for GDOE to please reconsider amending current specification delivery of “90 days” to reflect “120-150 days”  
**GDOE Response: Delivery requirement will remain the same.**

**Docomo Pacific**

18. Bid Form indicates under “Additional Requirements” US Made requirement
- a. Is GDOE using “CARES” funding?  
**GDOE Response: This is a federally funded procurement using the Education Stabilization and American Rescue Plan.**
  - b. Is this a Federal Requirement in use of the “CARES” funding?  
**GDOE Response: The US Made requirement is expected for all federally funded purchases.**
19. Docomo Pacific’s Aura Air is made in Israel. Would this be acceptable?  
**GDOE Response: Unfortunately, no.**
20. Product is easily mounted, would GDOE still require casters?  
**GDOE Response: The ability to mount the system can be an option, however it is not required. Portable, heavy duty, lockable casters is still a requirement.**
21. Is mounting permissible:  
**GDOE Response: Mounting is not permitted in several schools, so portability with casters is still required.**

22. Would GDOE be mounting themselves or will Vendor be required to mount?  
**GDOE Response: If mounting will be done, the Bidder will be responsible for the delivery, installation and start up of the system.**
23. When does GDOE plan to make award?  
**GDOE Response: Award will be made upon completion of the review and evaluation of all submissions.**
24. What is the timeline to deliver once award is made?  
**GDOE Response: Please refer to Section 3.2.7 of the IFB.**

**J&B Modern Tech**

25. CFM Range (Minimum 500 CFM Maximum 1500 CFM). CFM rating should be specific or should be given at a specific minimum rating. If the bid specification will stay at 500 CFM, contractor will use the unit with minimum capacity. This will result to insufficient capacity for bigger room or space like Cafeteria, Gym & Library.  
**GDOE Response: For clarification, the filtration system proposed by each bidder must at least meet or exceed both the minimum CFM range of 500 CFM and the maximum CFM range of 1500 CFM. GDOE committee will further review the specifications and accompanying brochure / descriptive literature provided by each Bidder to ensure that it meets the minimum requirements of the IFB.**
26. In relation to previous questions, will GDOE only use one (1) capacity of unit for different size of rooms? If not, GDOE should provide quantity of units for specific size of rooms. Example: Rooms should be categorized by S, M, or L by their capacity 700 CFM, 1000 CFM and 1500 CFM or better up to 1700 CFM.  
**GDOE Response: The number of units per schools site already factors in multiple units in larger enclosed common areas. GDOE committee will further review the specifications and accompanying brochure / descriptive literature provided by each Bidder to ensure that it meets the minimum requirements of the IFB.**
27. Delivery time of 90 days upon Receipt of Purchase Order: Per manufacturer supplier the 90 days Delivery time is not enough for the production of 2467 units for Air Filtration System. In addition, all the manufacturer supplier in the Mainland, United States, experiencing a shortage of Raw Materials and factory man power shortage due to these troublesome Covid-19, Pandemic and another effect the congestion at the West Coast Port that caused the shipment delay to Guam. It is on this matter that we request 160 or 180 days Delivery time upon receipt of Purchase Order.  
**GDOE Response: The delivery requirement will remain the same.**
28. Section 3.1.16 Bond Requirements, Performance and Payment Guaranties. The Bid Spec, Section 3.1.16 did not spelled clearly or defined the Act, Pursuant to 5GCA Section 5212. The intent of this Act is the Bid Security required under any applicable invitation for Bid shall not be released upon award of the Bid, but instead shall continue in full force and effect until delivery of supplies or services required by any contract awarded to contractor under the associated invitation for Bid is completed. See attachment of the chapter Act. Is this 5GCA Section 5212 is applicable to this Invitation of BID IFB-002-2022 as describe above.  
**GDOE Response: Yes. That is correct.**
29. Bid Forms Requires:
- Annual cleaning of all Units — Due to the quantitative of these units, twice a year is normal.  
**GDOE Response: The preventative maintenance specifications details the general expectation of work to be provided. All bidders are welcome to submit a detailed breakdown of the services proposed. The details of the preventative maintenance plan will be reviewed based on whether it meets the minimum requirements stipulated in the IFB.**
  - Pre-filter replacement — How frequently? Normally every 3 to 4 months and when necessary to replace when warning light comes on.  
**GDOE Response: Please refer to response to question 29(a) above.**
  - UV bulb replacement — Bulb Life times is 9000 hours. Normally once a year or when bulb is burn out.  
**GDOE Response: Please refer to response to question 29(a) above.**

- d. HEPA Filters Replacement — How frequently? Could be every 9 month or once a year. Should be replaced when warning light comes on.

**GDOE Response: Please refer to response to question 29(a) above.**

30. 5-years Preventive Maintenance —The Preventive Maintenance means all year round continuous visit and cleaning of the units including any urgent call when problem incurred such as warning lights comes on and UV light bulb burn out. With this Preventive Maintenance, therefore the Annual Cleaning of all Units is NOT needed. Refer above Item 3, letter a.

**GDOE Response: The preventative maintenance specifications details the general expectation of work to be provided. All bidders are welcome to submit a detailed breakdown of the services proposed. The details of the preventative maintenance plan will be reviewed based on whether it meets the minimum requirements stipulated in the IFB.**

31. BID Form — This Bid Form compose of 2 items: Item 1 — Is the basic Bid of Air Filtration System and Item 2 is the 5-year Preventive Maintenance, inclusive of consumables, Parts & Labor and hazardous waste removal & disposal. Are you agree that the lowest priced bid will be based on the total BASE BID PRICE of Item 1 of the Bid Form Exclude Item 2 of the Bid Form.

**GDOE Response: Award will be based on the most responsive and responsible bid that has the lowest Bid Total for both Item 1 and 2 combined.**

32. BROCHURE / CATALOG —According to Section 3.2.17 of this Bid Spec, it spelled clearly that descriptive literature should not be submitted unless expressly requested. My supplier ask me to request for consideration to submit our brochure — catalog, since the 10 officials of GDOE concentrated on the 4 Company's Brochures & Literature relied upon in preparing specifications on the GDOE IFB-002-2022 and therefore we appreciated your consideration to accept our company's Brochure — Catalog for equality and fairness to all. See attachment.

**GDOE Response: Brochure and/or descriptive literature is a requirement for this IFB. Please refer to Section 2.3 of the IFB.**

33. Option: Can Vendor may provide relatives to the above stated items. Further details for options must be put on a separate document and NO deviation on any part of the spec document and therefore NO disqualification to Bidder / Vendor.

**GDOE Response: GDOE does not fully understand the question. However, at minimum, Bidders must meet or exceed the requirements stipulated in the IFB specifications. A review of the Bidder's submitted brochure/descriptive literature will be done.**

34. Early this morning I received a call In our supplier that their figures will ready sometime next week and I am afraid that the Insurance bonding don't have enough time to process and approve my request for bonding. It is on this matter that I would request to move the submittal date one to two weeks. For You and the board evaluators consideration.

**GDOE Response: Deadline for submission will remain the same at this time.**

#### **USA Contractors Inc.**

35. Would GDOE accept a longer ETA of 120 Calendar days after receipt of the official purchase order? The reason we asked is due to high demand the manufacturers are experiencing raw material shortages and supply chain delays.

**GDOE Response: Delivery requirement will remain the same.**

36. Would GDOE accept a HEPA filtration system with the maximum CFM of 1800 and power supply of 115V/single phase?

**GDOE Response: GDOE committee will further review the specifications and accompanying brochure / descriptive literature provided by each Bidder to ensure that it meets the minimum requirements of the IFB.**

#### **Pacific Global Technologies**

37. Please indicate the estimated square foot each High Efficiency Particulate Absorbing (HEPA) filtration system unit is expected to support air quality in every classroom, office, and enclosed common area (cafeterias, gyms, libraries, etc.).

**GDOE Response: The total number of units requested has already factored in for the use of 1 unit or more per space.**

38. Specifications require UVC Disinfectant Lamps in each unit. Please clarify if the purpose of requiring a UVC disinfectant lamp is to deliver deactivation of DNA of bacteria, viruses, and other pathogens and to destroy their ability to multiply and cause disease.

**GDOE Response: The use of the UV Lamp will be to inactivate or kill airborne pathogens and microorganisms like mold, bacteria and virus (specifically the COVID).**

39. Will GDOE require High Efficiency Particulate Absorbing Filtration units offered for use at schools follow guidelines from US regulatory agency's such as the US Environmental Protection Agency (EPA) and the US Food and Drug Administration (FDA) on the use of UVC Disinfectant Lamps and to provide certification that units are either properly cleared or registered?

**GDOE Response: Yes, the handling of the HEPA filter will be strictly handled by the vendor to include the removal and disposal of the hazardous waste, as stipulated in the Scope of Work.**

40. Please provide the specific local and/or federal law, rule, guidance, or GDOE Board Policy that require the HEPA filtration system GDOE is seeking be made in the USA.

**GDOE Response: As instructed by GDOE's federal funding source and consistent with the announcement made by President Biden, the U.S. Department of Education has provided guidance that all federally funded procurement must comply with the Made in America requirement. This applies to the Education Stabilization Funds and American Rescue Plan, as well as the Consolidated Grant funds.**

41. Will GDOE provide approval to any timely submitted Request for Deviation as per Section 2.3. Project Description?

**GDOE Response: Any requested deviations from the minimum requirements will be reviewed to determine whether it would still meet GDOE's minimum needs. The request may or may not be approved.**

#### **Inland Builders Corporation**

42. We would like to request to submit EP Lighting product technical literature and/or brochures with specifications in preparation for the IFB.

**GDOE Response: Brochure and/or descriptive literature is a requirement for this IFB. Please refer to Section 2.3 of the IFB.**

43. The item description and requirements for the (High Efficiency Particulate Absorbing (HEPA) Filtration System) specifically refers to another common industry products. How is it possible for other products and vendors to compete, when the specifications are that of another product on the market?

**GDOE Response: The scope was determined based what is currently known about air safety in regards to the COVID-19 virus and products that have been shown to be effective to meet our needs of providing a safe environment for our students. GDOE committee will further review the specifications and accompanying brochure / descriptive literature provided by each Bidder to ensure that it meets the minimum requirements of the IFB.**

44. Please provide US Made specification. Are there exceptions to the US Made manufacturing requirements? I.e., can a product be engineered in the US and assembled in Mexico? Do all parts, assembly, and manufacturing need to be done in the United States?

**GDOE Response: At minimum, assembly must be done in the United States.**

45. Does engineered and researched and developed in the US, and assembled or made in China meet this specification?

**GDOE Response: No.**

46. Are the CFM requirements a minimum of 500 cfm to be considered for these specs?

**GDOE Response: Yes.**

47. Are the CFM requirements a maximum of 1500 cfm to be considered for these specs? Can the CFM requirement be at 1200 maximum speed?

**GDOE Response: Maximum CFM range of the system must at least be 1500 CFM. GDOE committee will further review the specifications and accompanying brochure / descriptive literature provided by each Bidder to ensure that it meets the minimum requirements of the IFB.**

48. The specification state a 59 decibel level for a CFM 1500 unit, we believe that a CFM of 1500 will produce a greater decibel level than 59 decibel. Are there acceptable variations for this specification?

**GDOE Response: No.**

49. Does the product need to be portable? Or can they be mountable on a wall?

**GDOE Response: The ability to mount the system can be an option, however it is not required. Portable, heavy duty, lockable casters is still a requirement.**

50. Additionally: 5 Year preventative maintenance of HEPA Filters: (Inclusive of consumables, parts & labor, and hazardous waste removal and disposal) How often does the “pre-filter replacement” need to be done? Annually together with the HEPA filter cleaning?

**GDOE Response: The cleaning and pre-filter replacement must be done annually, at minimum. All bidders are welcome to submit a detailed breakdown of the services proposed.**

51. About the UV bulb replacement and requirement:

a. If the UV bulb does not require an annual replacement, does GDOE still require re-placement? Our UVC high intensity germicidal bulbs are guaranteed for 5 years.

**GDOE Response: The UV bulbs and HEPA filter will be replaced as needed within the 5 Year span. All bidders are welcome to submit a detailed breakdown of the preventative maintenance plan.**

b. What is the UVC intensity requirement?

**GDOE Response: The UV-C light of 100 – 280. Although intensity is not included in the scope, the UV Lamp must be contained within the unit to ensure no direct exposure to students and employees.**

c. If the CFM is minimum 500 cfm to maximum 1500 cfm, the intensity of UVC bulb must be considered to require a minimum intensity. Otherwise, the UVC bulb will not have an effect of disinfection on Covid19 virus nor other viruses or any bacterial disinfection.

**GDOE Response: The UV-C light of 100 – 280. Although intensity is not included in the scope, the UV Lamp must be contained within the unit to ensure no direct exposure to students and employees.**

d. Please specify the minimum germicidal intensity of the UV bulb?

**GDOE Response: The UV-C light of 100 – 280. Although intensity is not included in the scope, the UV Lamp must be contained within the unit to ensure no direct exposure to students and employees.**

52. To consider a “High Efficiency Particulate Absorbing (HEPA) Filtration System”, every classroom, offices, enclosed common area does not require the same filtration system. How can one unit cover all these areas, when other methods and products are available for consideration? For example, a smaller office room can use a different product, where as larger areas can use a different product (such as special aerosol disinfection methods) through the use of a HVAC system? In considering to use the entire same product in Large and smaller rooms should require different systems for aerosol disinfection, and not only the use of HEPA filters.

**GDOE Response: Scope of work and specifications will remain the same.**

53. Pg 8, 3.2.7: The delivery of 2467 units of required product within 90 days delivery and installation is not possible. With the current shipping and deliver status, a more reasonable time frame will be needed and considered. Can the 2467 units be divided into two phase deliveries? Estimated half of the units (1233 units) delivered in a certain time period, then the rest of the (1234 units) be delivered within the next reasonable period?

**GDOE Response: Delivery requirement will remain the same.**

54. Pg 8, 3.2.8 Method of Payment. In expecting 2467 units to be delivered, and only upon delivery of goods, is when the vendor will be able to submit an invoice.

a. For such large-scale orders, if the “Estimated half of the units (1233 units) delivered in a certain time period, then the rest of the (1234 units) be delivered within the next reasonable period?” as stated above in 3.2.7, then can the vendors be paid for the first delivery, and then continue with the second delivery?

***GDOE Response: Invoices may be submitted on work completed, while installation continues in other school sites.***

- b. Are there any other payment methods that can be considered by GDOE?

***GDOE Response: Purchase Orders, with payment processed for services rendered is the standard method of payment used by GDOE.***

#### **Hanna Enterprises LLC**

55. Air Dog is an American company headquartered in Santa Clara, CA (Silicon Valley). Air Dog manufactures a variety of air purification products that are used in industrial, business, educational, and residential settings. The manufacture of components and assembly of these products take place outside of the corporate headquarters and outside of the USA. For purposes of IFB 002-2022 will Air Dog products qualify as MADE IN USA?

***GDOE Response: At minimum, assembly must be done in the United States.***

56. The IFB dictates the use of HEPA filters. The Air Dog filtration system does not require a HEPA filter. Its purification/filter system will kill and eliminate viruses without HEPA. It removes 99.97% of all particles as small as .03 microns, meets the decibel threshold for operating noise at varied speed, and other requirements of the bid. This system is also washable instead of replaceable, reducing additional cost and downtime that is incumbent with HEPA. For purposes of IFB 002-2022 will the Air Dog filtration system meet the requirements of the IFB?

***GDOE Response: At minimum, the system must demonstrate that it is capable of providing all necessary requirements of a HEPA filter and all other minimum requirements. GDOE committee will further review the specifications and accompanying brochure / descriptive literature provided by each Bidder to ensure that it meets the minimum requirements of the IFB.***

57. Air Dog products are superior to other products because they do not rely on HEPA filtration. However, Air Dog products can be retrofitted with HEPA filtration components. Through an exclusive arrangement with Air Dog, this retrofitting can take place in Guam creating employment opportunity and economic benefit to the local economy. For purposes of IFB 002-2022 will Air Dog products qualify as MADE IN USA if HEPA filtration components are installed in Guam?

***GDOE Response: At minimum, assembly must be done in the United States.***

#### **Carrier**

58. Does the equipment must be a High Efficiency Particulate Absorbing (HEPA) Filtration System?

***GDOE Response: At minimum, the system must demonstrate that it is capable of providing all necessary requirements of a HEPA filter and all other minimum requirements. GDOE committee will further review the specifications and accompanying brochure / descriptive literature provided by each Bidder to ensure that it meets the minimum requirements of the IFB.***

59. Does the equipment must be Made in USA?

***GDOE Response: Yes.***

60. The Pre-filter is suggested to be replaced more frequently. Could the service on this particular filter be adjusted to at least 2x/year replacement?

***GDOE Response: The preventative maintenance specifications details the general expectation of work to be provided. All bidders are welcome to submit a detailed breakdown of the services proposed. The details of the preventative maintenance plan will be reviewed based on whether it meets the minimum requirements stipulated in the IFB.***

61. Do we have to process/facilitate the manifests, materials, equipment, labels, collection, analyzing, sorting, preparation, packaging, transporting, and obtaining Certificate of Disposal (COD) from the disposed hazardous materials to a regulated treatment/disposal facility in compliance with existing laws and regulations of the United States including, but not limited to EPA Hazardous Waste Regulations?

***GDOE Response: In the handling, removal and disposal of the HEPA filter, the vendor must comply with all local and federal regulation relative to Hazardous Waste.***



**Surface Solutions**

62. On section 3.2.7 Delivery of Goods after NTP is 90 days only. May we request to extend the performance of the delivery and installation to 180 days, due to the volume of order and lead time the factory may need to deliver the units.

***GDOE Response: Delivery requirement will remain the same.***

63. Is there any electrical works to be done for the installation of units ie. ( wiring, conduit rough-in, disconnect switch) for the unit to be installed?


***GDOE Response: No.***

64. Since most of the rooms at the school will be installed by the HEPA filtration system will the existing Electrical panel of the school can carry the additional loads?

***GDOE Response: Yes.***

All else remains the same.

Sincerely,



CARMEN T. CHARFAUROS  
Supply Management Administrator



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
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CARMEN T. CHARFAUROS  
Supply Management Administrator

**AMENDMENT ACKNOWLEDGEMENT FORM**

IFB 002-2022  
High Efficiency Particulate Absorbing (HEPA) Filtration System and Maintenance  
AMENDMENT 2

November 10, 2021

Please review the attached document (All Notice/Amendments can be reviewed on our website). Please sign **this acknowledgement page and only return this page**, attention to **KATHRINA O. BAYSON** via fax (671) 472-5001 or via email to [kobayson@gdoe.net](mailto:kobayson@gdoe.net).

I, \_\_\_\_\_, an authorized representative of the company named below, acknowledge receipt of **AMENDMENT 2**, for **IFB 002-2022 High Efficiency Particulate Absorbing (HEPA) Filtration System and Maintenance**.  
Number of pages: 2 (including this coversheet).

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Company Name (Print)

---

Print Name

---

Signature

---

Time and Date



JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

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CARMEN T. CHARFAUROS  
Supply Management Administrator

November 10, 2021

**AMENDMENT 2**

**Prospective Bidders:**

Please refer to our **Invitation for Bid No. 002-2022 High Efficiency Particulate Absorbing (HEPA) Filtration System and Maintenance**, a copy of which was obtained by your company for consideration.

Please see below response to follow-up question(s) for Amendment 1 of the IFB submitted by Prospective Bidder(s):

**Docomo Pacific**

1. Although Docomo Pacific's Aura Air is made in Israel, it was assembled in USA. Would that qualify Docomo Pacific to participate?  
***GDOE Response: This would meet the U.S. Made requirement. Please refer to Amendment No. 1 response to question number 44.***

All else remains the same.

Sincerely,

Handwritten signature of Carmen T. Charfauros.  
CARMEN T. CHARFAUROS  
Supply Management Administrator



**JON J.P. FERNANDEZ**  
Superintendent of Education

**DEPARTMENT OF EDUCATION  
OFFICE OF THE SUPERINTENDENT**

www.gdoe.net  
501 Mariner Avenue  
Barrigada, Guam 96913  
Telephone: (671) 300-1547/1536



November 15, 2021

**MEMORANDUM**

**To:** Attorney General of Guam

**From:** James L.G. Stake  
Legal Counsel, Guam Department of Education (GDOE)

**Subject:** Notice of Protest for GDOE Invitation for Bid (IFB) 002-2022 for High Efficiency Particulate Absorbing (HEPA) Filtration System, Maintenance and Accessories

Pursuant to protest notice requirements, please see attached copy of protest for GDOE IFB 002-2022 for High Efficiency Particulate Absorbing (HEPA) Filtration System, Maintenance and Accessories.

Senseramente,

  
**JAMES L.G. STAKE**

Attachment

 RECEIVED 11/16/21  
OFFICE OF THE ATTORNEY GENERAL  
GOVERNMENT OF GUAM  
AS08  
**G051**



Eileen Joanne C. Quitugua &lt;ecquitugua@gdoe.net&gt;

## FYI --Fwd: IFB No. 002-2022, Notice of Protest

1 message

Kathrina O. Bayson &lt;kobayson@gdoe.net&gt;

Mon, Nov 15, 2021 at 6:37 AM

To: "James L.G. Stake" &lt;jlgstake@gdoe.net&gt;

Cc: Legal Admin &lt;legal-admin@gdoe.net&gt;, Procurement &lt;procurement@gdoe.net&gt;

Hafa Adai Legal Team,

Please see below protest for IFB 002-2022 which was received on November 10th. My apologies for the delay as I was on leave and I don't think anyone else from my office has sent this to you. If it has already been sent by my office, kindly disregard.

**Kathrina Bayson**

**Buyer Supervisor II**

Office of Supply Management

Guam Department of Education

501 Mariner Avenue, Suite 116, Barrigada, GU 96913-1608

Tel: 671-300-1582 | Fax: 671-472-5001

Email: kobayson@gdoe.net

*Visit our website at [www.gdoe.net/District/Department/12-Office-of-Supply-Management](http://www.gdoe.net/District/Department/12-Office-of-Supply-Management).*

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

From: **GPE INC** <guampacific@gmail.com>

Date: Wed, Nov 10, 2021 at 12:44 PM

Subject: IFB No. 002-2022, Notice of Protest

To: Kathrina O. Bayson <kobayson@gdoe.net>, Procurement <Procurement@gdoe.net>



Dear Kathrina and Ms. Charfauros,

I am filing this protest for the following reasons.

1) Section 5266 of CH. 5 Guam Procurement Law was violated because it provides that architects, engineers, designers, draftsman will prepare the specifications.

Argument. The educators are the author of the bid that does not have experience on engineering, designs and assessment of the quantity they need per size of the classrooms and offices. The 2,467 pcs of purifier has no basis because the square footage of each classrooms and offices were not identified. The square footage will factor on the right purifier that the Bidders will offer whether it is for 400 sq. ft. or 800 sq. ft. or more. That is why the quantity should be breakdown for each school with the sq. footage per classroom, offices, restrooms and other indoor places.

2) Section 5001 of CH5 GCA was not adhered to comply with the purposes and rules of construction.

Argument. DOE imposed the delivery date that is unrealistic for the 2,467 pcs of purifier. How did they come up with 90 days delivery? Did they coordinate with the manufactures in the mainland? Delivery date should be offered by the Bidders not DOE.

3) 15 % Bid bond requirement does not apply to federal financial assistance awards bids.

Argument. Bid bond is a Guam law. There is no provision that it applies to federal funds projects because Federal law supersedes Guam Law. It conflicts and does not comply with President Biden's Executive Order 14005 on Section 1 ( Policy ) and Section 3 ( Review of Agency Action Inconsistent with Administration Policy).

**G052**

11/15/21, 7:36 AM

Guam Department of Education Mail - FYI --Fwd: IFB No. 002-2022, Notice of Protest

4) DOE should not accept or deny Docomo's Aura Air product or other products since it is Made in Israel . Foreign products assembled in the U.S. does not comply with the Made in American Act. unless there are no US manufacturers that make the purifier. But DOE should adhere to Section 3 provisions of EXECUTIVE ORDER 14005 before granting any waiver.

I am respectfully requesting a Stay of Procurement due to deficiencies and inconsistencies with Guam Procurement law and President Biden's Executive Order 14005.

Very Respectfully,  
Sedfrey M. Linsangan  
President  
Guam Pacific Enterprises Inc.

--

Guam Pacific Enterprise, Inc.  
Tel: (671) 649-6994/7/8



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Guam Department of Education

*li*  
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ADMINISTRATION  
808

**G053**



Kathrina O. Bayson <kobayson@gdoe.net>

**IFB 002-2022, Supplemental Arguments**

GPE INC <guampacific@gmail.com>  
To: "Kathrina O. Bayson" <kobayson@gdoe.net>

Mon, Nov 15, 2021 at 11:03 AM

Dear Ms. Bayson,

Please see below Supplemental Arguments.

5) If DOE will choose purifiers of high quality that is also used in hospitals and operate as if they are not working due to less than 50 decibels then we are talking about 8 million to 10 million dollar project. No supplier can produce the 2,467 purifiers in the imposed delivery date because of component and labor shortage. Also the quality of the purifier will be at risk. That is why the bidders should be allowed to bid on each school need because most of the manufacturers can only produce 200 units in 3 months. This will provide opportunity to all US manufacturers and spread the wealth not just to 1 manufacturer.

6) We also bid on US projects to supply equipment, etc but bid bond is not required such as Military projects.

7) In order to qualify for Made in America or Buy American Act, the product should constitute 51 percent US made materials or components, if not then even assembled in the USA does not pass muster.

Please confirm receipt of this email.

Very Respectfully,  
Sedfrey M. Linsangan  
President

Guam Pacific Enterprise, Inc.  
Tel: (671) 649-6994/7/8



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OFFICE OF THE ATTORNEY GENERAL  
REGISTRATION *@808*



Kathrina O. Bayson &lt;kobayson@gdoe.net&gt;

## IFB 001 and 002 -2002, Notice of Protest

GPE INC &lt;guampacific@gmail.com&gt;

Wed, Nov 17, 2021 at 10:07 AM

To: "Kathrina O. Bayson" &lt;kobayson@gdoe.net&gt;, "Diana D. Hayashi" &lt;ddhayashi@gdoe.net&gt;

Dear Kathrina and Diana,

Please see below justifications why bid bond should not be required for federal financial assistance awards and rational basis to breakdown the purifiers bid for every school.

1)The 15 % Bid bond is substantially burdening the bidders like me which is inconsistent with the Executive Orders on the Made in America and Buy American Act. purpose and intentions. The reason is I have to produce Cashiers check in the form of Bid bond so that I can save fees and percentage being charged by insurance companies. Like for instance for the cafeteria tables I have to issue Cashiers check worth almost \$100,000 which DOE will keep until I delivered the tables that could be 5 months or more.

The same with the Purifiers, my manufacturer could only produce 200 pcs in 3 months or little bit more to maintain the quality. If DOE break down the quantity according to the needs of every school then I have to issue \$ 120, 000 bid bond in the form of cashiers check. Bid bond or Cashiers check that DOE will just keep in their safe and cannot be spent.

2) We are the distributor of purifier that supply the hospitals here in Guam . It is a proven machine that is also being used by schools and hospitals in the mainland. It is expensive than other brands but could last for decades if properly maintained and very quiet compare to others because schools in the US had tested different brands and selected our product ..

That is why it is essential to breakdown the quantity per school so that me and other bidders can bid according to our manufacturers capacity. The quantity of 2 thousand plus is just unrealistic for US manufacturers.

Please confirm receipt of this email.

Very Respectfully,  
Sedfrey M. Linsangan  
President, GPE Inc.

--

Guam Pacific Enterprise, Inc.  
Tel: (671) 649-6994/7/8



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JON J. P. FERNANDEZ  
Superintendent of Education

DEPARTMENT OF EDUCATION  
OFFICE OF SUPPLY MANAGEMENT

[www.gdoe.net](http://www.gdoe.net)  
501 Mariner Avenue  
B-Building, Suite 116  
Barrigada, Guam 96913  
Telephone: (671) 475-0438/Fax: (671) 472-5001  
Email: [procurement@gdoe.net](mailto:procurement@gdoe.net)



CARMEN T. CHARFAUROS  
Supply Management Administrator

January 14, 2021

Guam Pacific Enterprises Inc.  
P. O. Box 23128  
Barrigada, Guam 96921  
Tel: (671) 649-6994/7/8  
Email: [guampacific@gmail.com](mailto:guampacific@gmail.com)

Attn: Sedfrey M. Linsangan  
President

Subject: **Response to Protest Received on November 10, 2021, November 15, 2021 and November 17, 2021**

Reference: High Efficiency Particulate Absorbing (HEPA) Filtration System and Maintenance  
**FORMAL INVITATION FOR BID: GDOE IFB 002-2022**

Hafa Adai Mr. Linsangan,

This is a written response to your letter of protest received on November 10, 15, & 17, 2021 regarding Guam Department of Education ("GDOE") Invitation for Bid No. 002-2022 ("IFB") for High Efficiency Particulate Absorbing (HEPA) Filtration System and Maintenance.

Based on a review of your protest **GDOE hereby DENIES your protest in its entirety for the reasons discussed below:**

1. Guam Pacific Enterprises Inc. (GPE) alleges, "Section 5266 of CH. 5 Guam Procurement Law was violated because it provides that architects, engineers, designers, draftsman will prepare the specifications. Argument. The educators are the author of the bid that does not have experience on engineering, designs and assessment of the quantity they need. Per size of the classrooms and offices. The 2,467 pcs of purifier has no basis because the square footage of each classrooms and offices were not identified. The square footage will factor on the right purifier that the Bidders will offer whether it is for 400 sq. ft. or 800 sq. ft or more. That is why the quantity should be breakdown for each school with the sq. footage per classroom, offices, restrooms and other indoor places."

**Title 5 GCA §5266 states the requirements of this Article (Article 4) regarding the purposes and nonrestrictiveness of specifications shall apply to all specifications, including those prepared by architects, engineers, designers, and draftsmen for public contracts. In addition, Guam Procurement Law provides purchasing agencies the authority to develop specifications for the products and services sought by said purchasing agencies. Title 5 GCA §5266 does not require that Engineers, Architects, or Designers draft the specifications for this IFB. The specifications in the IFB were researched and developed pursuant to GDOE's needs as published within the**

**G056**

**IFB, and in accordance with Guam Procurement Law. Specifications took into account the size and quantities of GDOE's needs.**

2. GPE alleges, "Section 5001 of CH5 GCA was not adhered to comply with the purposes and rules of construction. Argument. DOE imposed the delivery date that is unrealistic for the 2,467 pcs of purifier. How did they come up with 90 days delivery? Did they coordinate with the manufactures in the mainland? Delivery date should be offered by the Bidders not DOE."

**Guam Procurement Law, provides purchasing agencies the authority to include a delivery or performance schedule. In addition, GDOE's specifications as published took into account GDOE's urgent need of the HEPA filtration systems and to ensure a safe environment for its schoolchildren. In the event of a delay, Guam Procurement Law and the IFB provide authority to extend an agreement as well as proper justifications for delays.**

3. GPE alleges, "15% Bid bond requirement does not apply to federal financial assistance awards bids. Argument. Bid bond is a Guam law. There is no provision that it applies to federal funds projects because Federal law supersedes Guam Law. It conflicts and does not comply with President Biden's Executive Order 14005 on Section 1 (Policy) and Section 3 (Review of Agency Action Inconsistent with Administration Policy)."

**Guam Procurement Law applies to every expenditure of public funds irrespective of their source, including federal assistance funds. 5 GCA §5004. In addition, Title 5 GCA §5212 regarding a bid bond, is a requirement of Guam Law and binding upon GDOE.**

4. GPE alleges, "DOE should not accept or deny Docomo's Aura Air product or other products since it is Made in Israel. Foreign products assembled in the U.S. does not comply with the Made in American Act. Unless there are no US manufacturers that make the purifier. But DOE should adhere to Section 3 provisions of EXECUTIVE ORDER 14005 before granting any waiver."

**GDOE has not received any bids yet. GDOE will only evaluate and award pursuant to the published terms and conditions of the IFB, and in accordance with Guam and Federal law.**

5. GPE alleges, "If DOE will choose purifiers of high quality that is also used in hospitals and operate as if they are not working due to less than 50 decibels then we are talking about 8 million to 10 million dollar project. No supplier can produce the 2,467 purifiers in the imposed delivery date because of component and labor shortage. Also the quality of the purifier will be at risk. That is why the bidders should be allowed to bid on each school need because most of the manufacturers can only produce 200 units in 3 months. This will provide opportunity to all US manufacturers and spread the wealth not just to 1 manufacturer."

**Guam Procurement Law, Rules and Regulations, provide the authority and guidance for purchasing agencies for the preparation and issuance of specifications for procurements. GDOE developed the specifications in the best interest of GDOE and its schoolchildren, in an effort to best meet its needs, and in accordance with the relevant laws, rules, and regulations.**

6. GPE alleges, "We also bid on US projects to supply equipment, etc but bid bond is not required such as Military projects."

**As stated above, Guam Law specifically requires a bid security for this IFB. This law is binding on GDOE, and GDOE shall only procure services and supplies in accordance with the relevant laws, rules and regulations.**

7. GPE alleges, "In order to qualify for Made in America or Buy American Act, the product should constitute 51 percent US made materials or components, if not then even assembled in the USA does not pass muster."

**GDOE has yet to receive bids for this IFB. GDOE shall only evaluate and award pursuant to terms and conditions of the IFB as published, and in accordance with the relevant laws, rules and regulations.**

8. GPE alleges, "The 15 % Bid bond is substantially burdening the bidders like me which is inconsistent with the Executive Orders on the Made in America and Buy American Act. purpose and intentions. The reason is I have to produce Cashiers check in the form of Bid bond so that I can save fees and percentage being charged by insurance companies. Like for instance for the cafeteria tables I have to issue Cashiers check worth almost \$100,000 which DOE will keep until I delivered the tables that could be 5 months or more. The same with the Purifiers, my manufacturer could only produce 200 pcs in 3 months or little bit more to maintain the quality. If DOE break down the quantity according to the needs of every school then I have to issue \$ 120, 000 bid bond in the form of cashiers check. Bid bond or Cashiers check that DOE will just keep in their safe and cannot be spent."

**As stated above, a bid security is required for this IFB pursuant to Guam Law. This law is binding on GDOE and its procurements. GDOE will only procure services and supplies in accordance with the relevant law, rules and regulations.**

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9. GPE alleges, “We are the distributor of purifier that supply the hospitals here in Guam . It is a proven machine that is also being used by schools and hospitals in the mainland. It is expensive than other brands but could last for decades if properly maintained and very quiet compare to others because schools in the US had tested different brands and selected our product. That is why it is essential to breakdown the quantity per school so that me and other bidders can bid according to our manufacturers capacity. The quantity of 2 thousand plus is just unrealistic for US manufacturers.”

**Guam Procurement Law, Rules and Regulations, provide the authority and guidance for purchasing agencies for the preparation and issuance of specifications for procurements. GDOE developed the specifications in the best interest of GDOE and its schoolchildren, in an effort to best meet its needs, and in accordance with the relevant laws, rules, and regulations.**

Given the facts and reasons stated above, GDOE hereby denies your protest in its entirety. Pursuant to 5 GCA §5425(e), you are hereby advised that you have a right to administrative and judicial review as allowed by the Guam Procurement Law. You may appeal the decision to the Guam Office of Public Accountability within fifteen (15) days.

Sincerely,


**Acknowledgement Receipt**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

  
CARMEN T. CHARFAUROS  
Supply Management Administrator