

1 **DEPARTMENT OF EDUCATION**

Laura J. Mooney, Legal Counsel

2 P.O. BOX DE

HAGATNA, GUAM 96932

3 TEL: 300-1537

FAX: 472-5003

4 ljmooney@gdoe.net

DEC 30 2010
4:57 PM BY: AC
FILE NO. OPA-PA: 10-007

5 **IN THE OFFICE OF PUBLIC ACCOUNTABILITY**
6 **PROCUREMENT APPEAL**

7 In the Appeal of)

APPEAL NO. OPA-PA 10-007

8 JRN AIR CONDITIONING)

PURCHASING AGENT

9 & REFRIGERATION, INC.)

DEPARTMENT OF EDUCATION'S

SUBMISSION OF WITNESS AND

EXHIBIT LISTS

10 Appellant.)

11)
12 The following lists of witnesses are the persons whom Purchasing Agent, Department
13 of Education intends to call in the above captioned appeal:

- 14 1. Roman Quinata, Wage & Hour Administrator, Guam Department of Labor
- 15 2. Albert G. Garcia, Buyer Supervisor II, Department of Education
- 16 3. Randy Romero, Supply Management Administrator, Acting, Department of Education
- 17 4. Brian Mafnas, Former Department of Education Employee
- 18 5. Generoso M. Bangyan, President, Phil-Gets (GUAM) International Trading Corp dba
19 J & B Modern Tech.
- 20 6. Billy Cruz, Facilities and Maintenance Manager, Department of Education
- 21 7. Taling M. Taitano, Deputy Superintendent of Finance and Administrative Services,
22 Department of Education
- 23 8. Fred Nishihira, Former Department of Education Employee
- 24 9. David A. Alcorn, Vice President New Business, Global Food Services, LLC dba
25 GFS Group

1 DOE reserves the right to call rebuttal witnesses depending upon Appellant's Witness
2 testimonies, and the cross examination of DOE's witnesses.

3 Purchasing Agent, Department of Education through its legal counsel, Laura J. Mooney hereby
4 submits its Exhibit List for this case.

5
6 Dated this 30th day of December, 2010.

7
8
9 **PURCHASING AGENT**
DEPARTMENT OF EDUCATION

10 

11 **By: LAURA J. MOONEY**
12 Counsel for Department of Education

EXHIBIT NO.	DESCRIPTION
A	DOE 12-29-2010 Request for Certified Payroll Report to J & B Modern Tech
B	Abstract of Bidders IFB 007-2010
C	Bid Amendment IFB 007-2010, Bid Specifications
D	Bidder Price Proposals
E	8-19-2010 Wages <i>US 062</i>

DEPARTMENT OF EDUCATION

By: 
LAURA J. MOONEY
 Counsel for Department of Education

A

Confirmation Report - Memory Send

Page : 001
Date & Time: Dec-29-2010 05:38pm
Line 1 : +671 472 5001
Machine ID : GDOE, Office of Supply Management

Job number : 329
Date : Dec-29 05:37pm
To : 6460589
Number of pages : 002
Start time : Dec-29 05:37pm
End time : Dec-29 05:38pm
Pages sent : 002
Status : OK

Job number : 329

*** SEND SUCCESSFUL ***

OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION
Manuel F.L. Guerrero / Administration Building
2nd Floor, Suite B-202
Hagåtña, Guam 96933
Telephone: (671) 300-1581
Fax: (671) 472-5001



NERISSA BRETANIA UNDERWOOD, Ph. D.
Superintendent of Education



ALBERT C. GARCIA
Supply Management Administrator, Acting

December 29, 2010

J&B Modern Tech
P.O.Box 9788
Tamuning, Guam 96931
Tel: 646-0588
Fax: 646-0589

Attention: **Generoso M. Bangayan**
President
Subject: Request for Certified Payroll Report
Reference: IFB 007-2010

Dear Mr. Bangayan,

This letter is to request your assistance in providing the department your two most recent payroll report of employees assigned to the Preventative Maintenance and Repair of Central Air Conditioning Equipment for all GDOE Public Schools and Support Facilities under IFB 007-2010.

This request is pursuant to, 5 GCA §5801 Wage Determination Established, 5 GCA §5802 Benefits, U.S.D.O.L Wage Determination and IFB 007-2010 Terms and Conditions.

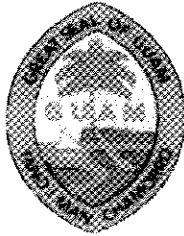
Please ensure payroll reports provided are certified true and correct.

Should you have any questions regarding this matter, please do not hesitate to call me at 300-1577.

Sincerely yours,

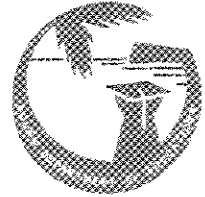
RANDY ROMERO
Supply Management Administrator, Acting

cc: Procurement File
DOE Legal Counsel



**OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION**

*Manuel F.L. Guerrero / Administration Building
2nd. Floor, Suite B-202
Hagåtña, Guam 96932
Telephone: (671) 300-1581
Fax: (671) 472-5001*



NERISSA BRETANIA UNDERWOOD, Ph. D.
Superintendent of Education

Randy Romero
Supply Management Administrator, Acting

December 29, 2010

J&B Modern Tech
P.O.Box 9788
Tamuning, Guam 96931
Tel: 646-0588
Fax: 646-0589

Attention: Generoso M. Bangayan
President

Subject: Request for Certified Payroll Report

Reference: IFB 008-2010

Dear Mr. Bangayan,

This letter is to request your assistance in providing the department your two most recent payroll report of employees assigned to the Preventative Maintenance and Repair of Split Type and Window Air Conditioning Equipment for all GDOE Public Schools and Support Facilities under IFB 008-2010.

This request is pursuant to, 5 GCA §5801 Wage Determination Established, 5 GCA §5802 Benefits, U.S.D.O.L Wage Determination and IFB 007-2010 Terms and Conditions.

Please insure payroll reports provided are certified true and correct.

Should you have any questions regarding this matter, please do not hesitate to call me at 300-1577.

Sincerely yours,

RANDY ROMERO

Supply Management Administrator, Acting

cc: Procurement File
DOE Legal Counsel

B

Number of Solicitation: 11
 Number of Bids Received: 3
 Description of Supplies or Services: Preventive Maintenance and Repair of Central Air Conditioning Units

Guam Department of Education
 Office of Supply Management
 Government of Guam

Bid Number: IFB 007-2010
 Closing Date: 1-Sep-10
 Time: 2:00 P.M.

ABSTRACT OF BIDDERS

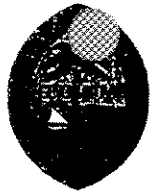
BIDDER(S)	Acceptance Time	Delivery Acceptance	Delivery Specified in Bids (Days)	LEGENDS						SHOP HOURS
				A	B	C	D	E	F	
GEG Shave Bid Guarantee (15%) (✓) \$150,000 (G) SEX OFFENDERS COMPLIANCE AFFIDAVIT (✓)				Item No.	1	2	3	Aggregate	N-5 8:00 AM - 5:00 PM 2nd Floor - 2nd Building	
				Qty	1500HRS	1500HRS	1500HRS			
				Price	\$82.00	\$82.00	\$82.00	\$64,400.00		
JNE Modern Tech Bid Guarantee (15%) (✓) \$150,000 (G) SEX OFFENDERS COMPLIANCE AFFIDAVIT (✓)				Item No.	1	2	3	Aggregate	N-5 8:00 AM - 5:00 PM 2nd Floor - 2nd Building	
				Qty	1500HRS	1500HRS	1500HRS			
				Price	\$77.45	\$77.45	\$16.75	\$96,145.00		
JKN Bid Guarantee (15%) (✓) \$150,000 (G) SEX OFFENDERS COMPLIANCE AFFIDAVIT (✓)				Item No.	1	2	3	Aggregate	N-5 8:00 AM - 5:00 PM 2nd Floor - 2nd Building	
				Qty	1500HRS	1500HRS	1500HRS			
				Price	\$80.60	\$80.60	\$16.75	\$96,145.00		

I hereby certify that all BIDS received in response to this BID were opened under my personal supervision and that the same as of all bidders have been entered hereon

FABULATED BY: [Signature] DATE: 9/1/10

- (A) Non Collusion *
- (B) Affidavit Disclosing Ownership and Commissions *
- (C) U.S. DOL Wage Determination *
- (D) Bid-Bond Form *
- (E) Ethical Standards Affidavit *
- (F) No Gratuities or Kickbacks Affidavit *
- (G) Sex Offenders Compliance Affidavit *

C



**GUAM DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

*Manuel F.L. Guerrero / Administration Building
2nd. Floor, Suite B-202
Hagåtña, Guam 96932
Telephone: (671) 300-1581
Fax: (671) 472-5001*



NERISSA BRÉTANIA UNDERWOOD, Ph. D.
Superintendent of Education

BRIAN C. MAFNAS
Administrator, Supply Management

AMENDMENT NO. 3

August 18, 2010

Prospective Bidder(s):

Gentlemen:

Please refer to our Invitation for Bid, **IFB 007-2010, PREVENTIVE MAINTENANCE AND REPAIR OF CENTRAL AIR CONDITIONING EQUIPMENT FOR ALL GDOE PUBLIC SCHOOL AND SUPPORT FACILITIES** a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

Questions submitted at Pre-Bid Conference:

1. Item #7, Page 12, General Terms and Conditions, titled "All or None" Bids-Will be Marked off and awarded on total Aggregate.
2. General Terms and Conditions- Omit the following item numbers: 18, 19, 23, 24, 25, 26.
3. Pg 20, Letter "D" titled "Crew Requirements Per District", How many districts?, How many Schools?, and How many units per school? - (See attached listing).
4. Page 23, titled "Shop Hours of Operation"- Vendors are required to submit "their" Hours of Operation.
5. Page 23, titled "Man Hours" will remain as stated in the original bid documents.
6. Page 20, Letter "D" mandated due to the amount of units to be serviced. (See attached list)
7. Item #2, Page 18, titled "Contractor Qualifications" reduce years of experience from five (5) years per employee to minimum two (2) years of experience per employee.
8. Page 18, Contractor Qualifications, clarification on minimum qualification per technician-Contractor shall have the minimum qualifications of two (2) years experience on Preventive Maintenance, Minor Repairs, Major Repairs, Installation, Relocation and Replacement of Central Air-Conditioning.

Due to Postponement of GDOE IFB 007-2010, GDOE IFB 007-2010 is hereby Re-instated.

Bid Opening Date: Wednesday, September 01, 2010 at 2:00 P.M.

All else remains same.

Sincerely,

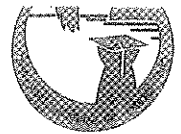
Brian C. Mafnas

BRIAN C. MAFNAS
Administrator, Supply Management

Sheet1

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE		
1	SCHOOL																																
2	DISTRICT I	9K BTU	12K BTU	18K BTU	24K BTU	30K BTU	36K BTU	42K BTU	48K BTU	60K BTU	6	7	7.5	9	10	12	15	18	20	25	50												
3	Astumbo Elementary			1	1			5		36																							
4	Ol Perez Elementary		8		6	93	3		18																								
5	FB Leon Guerrero Middle	3	3	7	35	78	3										1	2															
6	Finagayan Elementary		6	3	41	24	43																										
7	JM Guerrero Elementary		5		40	50	20																										
8	Machansao Elementary		2	2	2		10		23																								
9	Maria Ulla Elementary				19	104	3																										
10	Simon Sanchez High				8	7	4		4			7		6		5																	
11	Upl Elementary		10		5	52	18		2	3	3																						
12	Vicente Bansante Middle		1		8	125	15	2	9					1																			
13	Wattengel Elementary		6		16	59	3		4	8																							
14	SUB-TOTAL:	3	41	13	181	592	127	2	6	101	3	0	7	2	6	0	6	2	0	0	0												
15	DISTRICT II	9K BTU	12K BTU	18K BTU	24K BTU	30K BTU	36K BTU	42K BTU	48K BTU	60K BTU	6	7	7.5	9	10	12	15	18	20	25	50												
16	Agana Heights Elementary				12	41	2		1	2																							
17	Chief Brodie Elementary		2		30	36	15																										
18	CL Taltens Elementary				8	27	6		18					1																			
19	Jose Rios Middle		3	4	8	7	2	31	4																								
20	LB Johnson Elementary		2		4	17	6																										
21	Tamuning Elementary				2	18																											
22	SUB-TOTAL:	0	7	4	64	156	31	0	32	24	0	0	0	1	0	0	0	0	2	0	1												
23	DISTRICT III	9K BTU	12K BTU	18K BTU	24K BTU	30K BTU	36K BTU	42K BTU	48K BTU	60K BTU	6	7	7.5	9	10	12	15	18	20	25	50												
24	Agueda Johnston Middle				4	99																											
25	BP Carbullido Elementary		3	1	5	59	4																										
26	George Washington High		13	1	42	122		3			2			1	3																		
27	HB Price Elementary		1		18	79	2																										
28	JQ San Miguel Elementary		2	2	22	33	20		4	2																							

29	Ordot/Chalan Pago Elementary		2	12	12	17		3	10	3																												
30	PC Lujan Elementary		4		5	69	20																															
31	Untalan Middle		4		11	77	30			5		1		2		1																						
32	SUB-TOTAL:	0	27	6	119	550	93	0	10	17	3	3	0	0	3	3	1	0	4	0	0																	
33	DISTRICT IV	9K BTU	12K BTU	18K BTU	24K BTU	30K BTU	36K BTU	42K BTU	48K BTU	60K BTU	6	7	7.5	9	10	12	15	18	20	25	50																	
34	FQ Sanchez Elementary		4		7	4	2	5																														
35	HS Truman Elementary		1		7	46	8	1	4																													
36	Inarajan Elementary		8			37	8																															
37	Inarajan Middle		1		26	28	16	4	5																													
38	JP Torres Alternative		2		16		1																															
39	Marcial Sablan Elementary				21	40		6	14																													
40	Merizo Elementary		5		17	34	2																															
41	MU Lujan Elementary		4	2	53	22	22																															
42	Oceanview Middle		7		43	52	15																															
43	Southern High		2		25	24	27	2	1																												26	
44	Talofofo Elementary		5		34	16	8																															
45	SUB-TOTAL:	0	39	2	250	303	109	0	18	24	0	0	0	0	0	0	0	0	0	0	0																	
46	GRAND TOTAL:	3	214	25	614	1601	360	2	66	166	6	3	7	3	9	3	7	2	6	26	1																	



DEPARTMENT OF EDUCATION
BID SPECIFICATIONS FOR
PREVENTIVE MAINTENANCE AND REPAIRS OF CENTRAL AIR-CONDITIONING
EQUIPMENT FOR ALL GDOE PUBLIC SCHOOLS AND SUPPORT FACILITIES

1. GENERAL SPECIFICATIONS:

This contract contains the general and detailed specifications for preventive maintenance, minor and major repairs, installations, relocation and replacement of central air-conditioning equipment located all GDOE Public Schools and Support Facilities within the GDOE, hereinafter referred to as the "Department".

Bidder shall provide labor cost requirements for:

- a. Preventive Maintenance of Air-Conditioning Equipment;
- b. Minor repairs of Air-Conditioning Equipment; and
- c. Major Repairs, Installation, Relocation and Replacement of Central Air-Conditioning Equipment.

2. CONTRACTOR QUALIFICATIONS:

The Contractor shall be a qualified contractor licensed to do business on Guam and be able to perform the type of work under this contract. The Contractor shall have adequate facilities, labor, equipment and parts to perform the required maintenance and repair work under this contract on an on-call and/or scheduled basis. Contractor should have adequate number of employees on payroll with minimum experience of not less than five (5) years per employee or any combination of equivalence of the above deemed acceptable to the Department. The Contractor shall be capable to respond to work request made by the Department and shall have adequate communication capability to be contacted between the hours of 7:00 a.m. to 5:00 p.m. daily, seven (7) days a week.

3. SCOPE OF WORK:

A. Preventive Maintenance:

The Contractor shall provide preventive maintenance services on a scheduled basis for central Air-Conditioning equipment, and provide tools, parts (except as provided by the Department), labor, transportation and other apparatus necessary to perform the following:

1. To assure the equipment is operational.
2. Check and record refrigerant pressures (high and low side);
3. Check refrigerant charge, adjusting as necessary;
4. Check and record amperage pull of:
 - a. Compressor Motor
 - b. Evaporator Motors
 - c. Condenser Motors
 - d. Unit full load amperage
5. Tightening of fan belts as necessary;
6. Service and clean air filters, drainage pan and piping, condenser and evaporator coils, air registers, grills, blower wheels and assembly.
7. Lubrication of bearings and moving parts, as necessary.
8. Adjustment of air flow (balancing of cubic feet per minute (CFM) as per requirement);
9. Check oil level of compressors. Adjust as necessary.
10. Check and adjust electrical and mechanical controls.
11. Perform all other preventive maintenance in accordance with manufacturer's recommendation and specifications.
12. Submit to the department a preventive maintenance checklist containing information of services performed and signature of person performing the maintenance.
13. Clean exterior of units, keep trees, shrubs and debris away from outdoor unit.
14. Air blow PC board, electrical wires from dust and webs.

B. MINOR REPAIRS:

The Contractor, when requested by the Department, shall provide necessary labor, transportation, material, part (except as provided by the Department) and apparatus' necessary to perform the following:

1. Adding refrigerants.
2. Replacing electrical and mechanical controls.
3. Repairing refrigerant leaks.
4. Replacing fan belts
5. Replace bearings.
6. Adding or replacing refrigeration oil.
7. Replacing air filters and filter driers.
8. Replacing mounting springs and mounting rubber pads.
9. Replacing secondary electrical wires.
10. Replacing all parts (as needed) not herein numerated.

C. MAJOR REPAIR, INSTALLATION, RELOCATION AND REPLACEMENT:

The Contractor shall provide necessary labor, transportation, materials and parts, to perform major repairs, installation, relocation and replacement of central air-conditioning equipment. Major Repairs shall include the following:

1. Replacing condenser motors.
2. Replacing condenser or evaporator fan motors.
3. Replacing water pumps and/or water pump motors.
4. Replacing condenser or evaporator coils.
5. Repairing or replacing duct systems.
6. Replacing condenser or evaporator fan assembly.
7. Installation, relocation and replacement of equipment.
8. Replacing all parts (as required) not herein numerated.

D. Major Repairs Requirements:

1. Contractor to consult GDOE representative and provide a cost proposal for review and approval prior to commencement of work.
2. Call back/warranty jobs shall be within forty-eight (48 hours) (2 days) after notification by GDOE.
3. Warranty for repairs shall be a minimum of two (2) crews for installation and three (3) crews for preventive maintenance and repair per district (1 technician and 1 helper per crew or a total of 10 persons per district) and provide daily schedule.
4. Warranty of major components, 6 months.
5. All debris relative to A/C works shall be removed/disposed of accordingly by the Contractor.
6. Contractor shall coordinate with School Personnel and Property Management Office for any removal of Air Conditioning units or equipment.

4. ALLOWABLE COST:

A. Preventive Maintenance:

Preventive maintenance charges will be based on a fixed-hourly rate to include labor, transportation, insurance, parts, and for any other reasonable expenses related to the type of maintenance work involved in this specification as outlined in the **SCOPE OF WORK**.

In the event that a central air-conditioning unit fails due to negligence in the performance of preventive maintenance, the Contractor shall be obligated to bear all costs to repair to return the equipment to normal working conditions and at no cost to the Department.

B. Minor Repairs:

Cost of Minor repairs will be based on fixed hourly rate which will include transportation, insurance, parts, and any reasonable expense related to the type of work involved in this specification as outlined in the **SCOPE OF WORK** and subject to final review and approval by the Department.

C. Major Repair, Installation, Relocation and Replacement Services:

The Contractor shall submit a cost estimate for labor and parts prior to any work being done for review and approval by the Department. The Contractor shall further certify that the prices reflected in the cost estimate of the necessary parts and materials are the lowest price available and meeting the minimal bid specifications to perform at the time the Department has the option to procure any part or material for any major repair, installation, relocation or replacement project whenever it is determined that the purchase cost of such part or materials are economical. The Contractor, however, is still bound under provisions of this contract to provide the other services necessary for the completion of the work outlined in the **SCOPE OF WORK**.

D. Crew Requirements Per District:

Contractor to provide a minimum of two (2) crews for installation and three (3) crews for repair and preventive maintenance per district (1 technician and 1 helper per crew or a total of ten (10) persons per district. Department representatives will coordinate daily schedules.

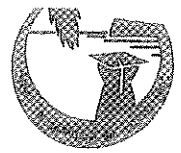
E. Invoices:

1. Upon completion of the project, the Contractor together with the GDOE representatives, shall submit a complete Field Inspection Report provided by Facilities and Maintenance Division before considering its request for payment to the Guam Department of Education, Office of Financial Affairs (Business Office).
2. Once acceptance has been issued, the Contractor will submit their invoices with one (1) original and three (3) copies before any consideration of payments are to be made. If the Contractor fails to adhere to these instructions, payments may and/or will be delayed.
3. Field Inspection Reports will accompany all invoices. Failure to do so will result in delay of payments. Field Inspection Reports and Invoices will be approved by the Facilities and Maintenance Division of the Guam Department of Education, prior to any submission of documentation requesting for payment. It will not be the responsibility of the Procurement Section to follow up on vendor payments.

F. Contract Term:

Subject to the availability of funds, the term of this contract shall commence from the time the Administrator, Supply Management affixes his signature and will expire one (1) year from the date of signing at which time will terminate.

The term of this contract shall be for its initial term plus the option to renew for four (4) additional one (1) year periods, renewable by the two parties, based upon availability and certification of funds.



**PREVENTIVE MAINTENANCE AND REPAIR OF CENTRAL AIR-
CONDITIONING SCHEDULE FOR ALL SCHOOLS AND SUPPORT
FACILITIES**

ITEM #	SCOPE OF WORK	MONTHLY	QUARTERLY	BI-ANNUAL	ANNUAL
1.	Check Voltage Reading		X		
2.	Check Refrigerant and Record Tag		X		
3.	Check Compressor Amperage Reading		X		
4.	Flush Evaporator Coils		X		
5.	Clean Drain Line (Flush)		X		
6.	Clean Blower Wheel		X		
7.	Check for Vibration Noise & Adjust		X		
8.	Check Thermostat Setting and Record		X		
9.	Check Electrical Conductors & Electrical System		X		
10.	Clean Blower Assembly		X		
11.	Flush Air Filters		X		
12.	Check V-Belts		X		
13.	Flush Condenser Coils		X		
14.	Lubricate Motors and Bearings		X		
15.	Check Duct System		X		
16.	Clean Air register Grills		X		
17.	Check Compressor Oil Levels		X		



STATEMENT OF QUALIFICATIONS

EMPLOYEE NAME	TITLE/CONTACT NUMBER	YEARS OF EXPERIENCE
1. FIDEL BARANTES	TECHNICIAN - UNIVERSAL	27 YEARS
2. PETER ALBERT VISTE	TECHNICIAN-CERT. TYPE 1&11	8 YEARS
3. REY EDING	TECHNICIAN-CERT-TYPE 1&11	8 YEARS
4. MIKE EDADES	TECHNICIAN-CERT-TYPE 1 & 11	7 YEARS
5. MIKE SMITH	TECHNICIAN-CERT-TYPE 1 & 11	1 YEARS
6. ERICKSON CASTRO	TECHNICIAN-CERT-TYPE 1	3 YEARS
7. HELPERS	14 FULL TIME HERPER EMPLOYEES	
8. ROBERTO JORDAN	TECHNICIAN- UNIVERSAL	18 YEARS "ON CALL"
9. BASILIO EBALANE	TECHNICIAN- UNIVERSAL	30 YEARS "ON CALL"
10.	4 PROSPECTIVE TECNICIANS TO BE HIRED IF GET THE JOB.	
11.	12 PROSPECTIVE APPLICANT HELPERS TO BE HIRED IF GET THE JOB.	
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		



SHOP HOURS OF OPERATION			
DAY:	FROM:	TO:	REMARKS:
SUNDAY	OFF	OFF	ALL TECH. ON CALL ON EMERGENCY CASES.
MONDAY	8:00 AM	5:00 PM	AVAILABLE TO WORK OVERTIME
TUESDAY	8:00 AM	5:00PM	AVAILABLE TO WORK OVERTIME
WEDNESDAY	8:00 AM	5:00 PM	AVAILABLE TO WORK AVVERTID
THURSDAY	8:00 AM	5:00 PM	AVAILABLE TO WORK OVERTIME
FRIDAY	8:00 AM	5:00 PM	AVAILABLE TO WORK OVERTIME
SATURDAY	OFFICE HALF DAY 8:00AM TO NOON	ALL OTHER EMPLOYEES OFF	AVAILABLE ON CALL ON EMERGENCY CASES.

1. MINOR REPAIR:

$$\frac{\$ 17.45}{\text{(Cost) / MAN HOUR}} \times \frac{1500}{\text{(Man Hours)}} = \$ 26,175.00$$

2. MAJOR REPAIR:

$$\frac{\$ 17.45}{\text{(Cost) / MAN HOUR}} \times \frac{1500}{\text{(Man Hours)}} = \$ 26,175.00$$

3. PREVENTIVE MAINTENANCE:

$$\frac{\$ 16.00}{\text{(Cost) / MAN HOUR}} \times \frac{1500}{\text{(Man Hours)}} = \$ 24,000.00$$

COST	MAN HOURS	SUBTOTAL
A	1500	\$ 26,175.00
B	1500	26,175.00
C	1500	24,000.00
TOTAL A+B+C PER ANNUM RATE		76,350.00



D





FORM E
DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION
RE: PREVENTIVE MAINTENANCE AND REPAIR OF CENTRAL A/C FOR ALL GDOE PUBLIC SCHOOLS AND SPT FACILITIES

Procurement No: IFB-007

Name of Offeror Company: JEN AIR CONDITIONING & REFR., INC.

JULIAN NUCUM hereby certifies under penalty of perjury:

(1) That I am AN OFFICER OF THE OFFEROR (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

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

§ 5801. Wage Determination Established.

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

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

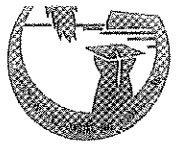
§ 5802. Benefits.

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

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

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

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE FORMAL BID.



FORM E
DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION
 RE: PREVENTIVE MAINTENANCE AND REPAIR OF CENTRAL A/C FOR ALL GDOE PUBLIC SCHOOLS AND SPT FACILITIES

Procurement No: IFB 007-2010

Name of Offeror Company: PHIL-GETS (GUAM) INTERNATIONAL TRADING CORP:

DBA: J & B MODERN TECH hereby certifies under penalty of perjury:

- (1) That I am PRESIDENT (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.

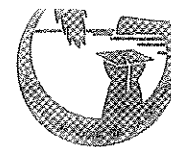
§ 5802. Benefits.

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!)


GENEROSO M. BANCAYAN-PRESIDENT

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE FORMAL BID.



GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at GUAM DEPARTMENT OF EDUCATION). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS:** Unless otherwise allowed under this Solicitation. "All or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
- NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis. Reference: Section 3-101.06 of the Guam Procurement Regulations.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasury of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.

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[X] 12. **PERFORMANCE GUARANTEE:** Bidders, who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

G.S.A. Form 112 Revised 9/2006

[X] 13. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident, general agent. The surety must be Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.

[X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

[X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The ADMINISTRATOR, SUPPLY MANAGEMENT reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).

[X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the ADMINISTRATOR, SUPPLY MANAGEMENT shall be guided by the following:

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

[X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the ADMINISTRATOR, SUPPLY MANAGEMENT will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).

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

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

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

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

[X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The ADMINISTRATOR, SUPPLY MANAGEMENT shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the

solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

- [X] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the GUAM DEPARTMENT OF EDUCATION, Telephone Nos. 475-0611 or 475-0625, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [X] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

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- [X] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform to the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 30. **GARANTEE:**

- [] a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- [] b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- [] c) Compliance with this Section is a condition of this Bid.

- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

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- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [X] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.

G.S.A. Form 112 Revised 9/2008

- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the ADMINISTRATOR, SUPPLY MANAGEMENT of such delay. Notification shall be in writing and shall be received by the ADMINISTRATOR, SUPPLY MANAGEMENT at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the ADMINISTRATOR, SUPPLY MANAGEMENT, such justification is not adequate.
- [X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 42. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

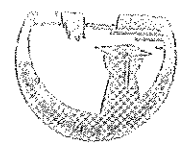
Name: GENEROSO H. BANCAYAN

Title: PRESIDENT

Address: P.O. BOX 9788

Telephone: 646-4435

TAMUNING, GUAM 96931



SHOP HOURS OF OPERATION			
DAY:	FROM:	TO:	REMARKS:
SUNDAY			AS NEEDED
MONDAY	7:30 AM	4:30 PM	
TUESDAY	7:30 AM	4:30 PM	
WEDNESDAY	7:30 AM	4:30 PM	
THURSDAY	7:30 AM	4:30 PM	
FRIDAY	7:30 AM	4:30 PM	
SATURDAY			AS NEEDED

1. MINOR REPAIR:

$$\frac{\$ 20.60}{(\text{Cost})} \times \frac{1500}{(\text{Man Hours})} = \underline{\$ 30,900.00}$$

2. MAJOR REPAIR:

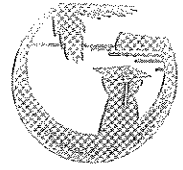
$$\frac{\$ 20.60}{(\text{Cost})} \times \frac{1500}{(\text{Man Hours})} = \underline{\$ 30,900.00}$$

3. PREVENTIVE MAINTENANCE:

$$\frac{\$ 15.75}{(\text{Cost})} \times \frac{1500}{(\text{Man Hours})} = \underline{\$ 23,625.00}$$

COST	MAN HOURS	SUBTOTAL
A	1500	\$ 30,900.00
B	1500	\$ 30,900.00
C	1500	\$ 23,625.00
TOTAL A+B+C PER ANNUM RATE		\$ 85,425.00

IFB 007-2010
 Bid JRV



STATEMENT OF QUALIFICATIONS

EMPLOYEE NAME	TITLE/CONTACT NUMBER	YEARS OF EXPERIENCE
1. CESAR U.S. CADERO	OPERATIONS MANAGER / 888-2089	15 YEARS
2. GABRIEL MORALES	AC TECHNICIAN / 652-0061	11 YEARS
3. RICARDO DE LUEN	AC & REFR TECHNICIAN / 632-2741	25 YEARS
4. BERNARDO VILARDO	HELPER / 603-8161	5 YEARS
5. JBA. JOY MANALI	HELPER / 632-0549	5 YEARS
6. BERNARDO MANALI	HELPER / 969-2496	5 YEARS
7. GILBERT ROMAN	AC TECHNICIAN / 969-2810	6 YEARS
8. ELMER SERRAS	STEEL METAL FABRICATOR / 788-4383	20 YEARS
9. GILBERT SERRAS	PLUMBER / DUCT INSTALLER / WELDER / 686-9662	18 YEARS
10. LEONARDO TOUERMING	HELPER / 657-0872	6 YEARS
11. YOU GUI XU	ELECTRICIAN / 640-8858	20 YEARS
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		



SHOP HOURS OF OPERATION			
DAY:	FROM:	TO:	REMARKS:
SUNDAY	CLOSED	CLOSED	
MONDAY	8:00am	5:00pm	
TUESDAY	8:00am	5:00pm	
WEDNESDAY	8:00am	5:00pm	
THURSDAY	8:00am	5:00pm	
FRIDAY	8:00am	5:00pm	
SATURDAY	CLOSED	CLOSED	

1. MINOR REPAIR:

$$\frac{\$32.00}{(\text{Cost})} \times \frac{1500}{(\text{Man Hours})} = \underline{\$48,000}$$

2. MAJOR REPAIR:

$$\frac{\$32.00}{(\text{Cost})} \times \frac{1500}{(\text{Man Hours})} = \underline{\$48,000}$$

3. PREVENTIVE MAINTENANCE:

$$\frac{\$32.00}{(\text{Cost})} \times \frac{1500}{(\text{Man Hours})} = \underline{\$48,000}$$

COST	MAN HOURS	SUBTOTAL
A	1500	\$48,000
B	1500	\$48,000
C	1500	\$48,000
TOTAL A+B+C PER ANNUM RATE		\$144,000

IFB 007-2010

9-1-2010

Bid-

GLOBAL FOOD SERVICES,
LHC dba GFS Group,
David A. Alcorn, Vice President

Price Notes

- 1.) All labor rates are in accordance with U.S DOL Wage Determination under Service Contract Act wage determination rates and the laws of Guam. (Wage Determination No.: 2005-2147, Rev. No. - 12, Date Revised - 08/19/2010)
- 2.) Our price model was designed around the staffing pattern stipulated in the IFB. However, based on our experiences and had we had the flexibility to determine our own staffing pattern, we believe it would have been possible to develop a more efficient and cost-effective approach. If awarded, we anticipate working with the Guam Department of Education facilities personnel to identify the most cost effective and efficient distribution of man-power between the districts.
- 3.) Material costs were estimated as a percentage of labor, because there was not enough information about the inventory of air conditioners and their conditions were provided in order to use a more accurate model.

PREVENTIVE MAINTENANCE REPAIR OF CENTRAL AIR-CONDITIONING EQUIPMENT FOR ALL GOOD PUBLIC SCHOOLS SUPPORT FACILITY

PRICE MODEL

Component	Labor	Materials	Capital Investment	Total Cost	Allocation of Aligned Costs	GLA	Fee	Total Price	Total Labor Units Basis	Unit Price
Legu District										
Preventive Maintenance	\$ 165,906.12	\$ 24,885.92	\$ 5,660.00	\$ 196,452.04	10.65%	\$ 26,798.20	\$ 25,011.66	\$ 275,128.23	9,152	\$ 31.00
Minor Repair	\$ 92,494.23	\$ 13,874.13	\$ 480.00	\$ 106,848.36	5.79%	\$ 14,812.34	\$ 13,603.60	\$ 148,639.58	4,576	\$ 33.00
Major Repair	\$ 134,084.11	\$ 20,112.62	\$ 3,743.00	\$ 157,939.73	8.56%	\$ 21,599.47	\$ 20,108.39	\$ 221,192.29	7,072	\$ 32.00
Total	\$ 392,484.46	\$ 58,872.67	\$ 9,883.00	\$ 461,240.13	25.00%	\$ 63,878.14	\$ 58,723.65	\$ 645,960.10	20,800	\$ 32.00
Kaman District										
Preventive Maintenance	\$ 165,906.12	\$ 24,885.92	\$ 5,660.00	\$ 196,452.04	10.65%	\$ 26,798.20	\$ 25,011.66	\$ 275,128.23	9,152	\$ 31.00
Minor Repair	\$ 92,494.23	\$ 13,874.13	\$ 480.00	\$ 106,848.36	5.79%	\$ 14,812.34	\$ 13,603.60	\$ 148,639.58	4,576	\$ 33.00
Major Repair	\$ 134,084.11	\$ 20,112.62	\$ 3,743.00	\$ 157,939.73	8.56%	\$ 21,599.47	\$ 20,108.39	\$ 221,192.29	7,072	\$ 32.00
Total	\$ 392,484.46	\$ 58,872.67	\$ 9,883.00	\$ 461,240.13	25.00%	\$ 63,878.14	\$ 58,723.65	\$ 645,960.10	20,800	\$ 32.00
Luchan District										
Preventive Maintenance	\$ 165,906.12	\$ 24,885.92	\$ 5,660.00	\$ 196,452.04	10.65%	\$ 26,798.20	\$ 25,011.66	\$ 275,128.23	9,152	\$ 31.00
Minor Repair	\$ 92,494.23	\$ 13,874.13	\$ 480.00	\$ 106,848.36	5.79%	\$ 14,812.34	\$ 13,603.60	\$ 148,639.58	4,576	\$ 33.00
Major Repair	\$ 134,084.11	\$ 20,112.62	\$ 3,743.00	\$ 157,939.73	8.56%	\$ 21,599.47	\$ 20,108.39	\$ 221,192.29	7,072	\$ 32.00
Total	\$ 392,484.46	\$ 58,872.67	\$ 9,883.00	\$ 461,240.13	25.00%	\$ 63,878.14	\$ 58,723.65	\$ 645,960.10	20,800	\$ 32.00
Haya District										
Preventive Maintenance	\$ 165,906.12	\$ 24,885.92	\$ 5,660.00	\$ 196,452.04	10.65%	\$ 26,798.20	\$ 25,011.66	\$ 275,128.23	9,152	\$ 31.00
Minor Repair	\$ 92,494.23	\$ 13,874.13	\$ 480.00	\$ 106,848.36	5.79%	\$ 14,812.34	\$ 13,603.60	\$ 148,639.58	4,576	\$ 33.00
Major Repair	\$ 134,084.11	\$ 20,112.62	\$ 3,743.00	\$ 157,939.73	8.56%	\$ 21,599.47	\$ 20,108.39	\$ 221,192.29	7,072	\$ 32.00
Total	\$ 392,484.46	\$ 58,872.67	\$ 9,883.00	\$ 461,240.13	25.00%	\$ 63,878.14	\$ 58,723.65	\$ 645,960.10	20,800	\$ 32.00
Management & Administration	\$ 218,482.22	\$ 32,918.33	\$ -	\$ 252,312.55						
Grand Total	\$ 1,788,348.06	\$ 288,481.81	\$ 38,532.00	\$ 2,997,273.87	100.00%	\$ 252,312.56	\$ 2,097,273.08	\$ 2,581,872.72	\$ 234,894.80	\$ 2,583,840.40

Summary:

Component	Total Allocated Cost	GLA	Fee	Total Price	Total Labor Units Basis	Unit Price
Preventive Maintenance	\$ 893,273.48	\$ 107,192.80	\$ 100,046.64	\$ 1,100,512.92	38,608	\$ 31.00
Minor Repair	\$ 483,942.80	\$ 58,301.12	\$ 54,414.40	\$ 596,658.32	18,304	\$ 33.00
Major Repair	\$ 718,196.80	\$ 86,178.80	\$ 80,633.56	\$ 884,769.16	28,288	\$ 32.00
Total	\$ 2,097,273.08	\$ 251,672.72	\$ 234,894.80	\$ 2,583,840.40	85,200	\$ 32.00

Note 1: We will be using the average hourly rate of \$32.00 for all categories of repair based due to the fact that no historical workload was provided in the IFB and our calculation are largely based on our estimates. Utilizing the average rate for all types of work is more practical in the event that the distribution of work between the work types is not as expected.

Additionally, having the same rate for all types of work makes for easier accountability and billing.

LABOR

Position Title	Classification	Head Count	Per Week	Productive Hours	Hourly Rate	Productive Labor Cost	Fringe Benefits			Labor Burdens		Total Labor & Fringe Benefits
							Vacation 7.68%	Health & Welfare \$3.50	Other/Territorial	FICA 7.65%	Work Comp	
Lagui District												
Preventive Maintenance												
Field Supervisor	Non-exempt	0.4	40	832	\$ 16.23	\$ 16,000.00	1,230.40	1,538.46	2,912.00	1,658.59	47.70	\$ 23,387.14
HVAC Mechanic	Non-exempt	1	40	2,080	\$ 15.78	\$ 32,780.80	2,520.84	1,260.80	7,260.00	3,353.95	96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	2	40	4,160	\$ 9.82	\$ 41,267.20	3,173.45	793.80	14,560.00	4,574.26	131.55	\$ 64,500.06
Laborer	Non-exempt	1	40	2,080	\$ 9.14	\$ 19,011.20	1,461.95	731.20	7,260.00	2,179.05	62.67	\$ 30,726.12
Total		4.4	160	8,152		\$ 108,059.20	\$ 8,396.65	\$ 4,324.06	\$ 32,032.00	\$ 11,765.85	\$ 338.36	\$ 165,906.12
Minor Repair												
Field Supervisor	Non-exempt	0.2	40	416	\$ 19.23	\$ 8,000.00	615.20	1,538.46	1,456.00	898.14	25.34	\$ 12,523.34
HVAC Mechanic	Non-exempt	1	40	2,080	\$ 15.78	\$ 32,780.80	2,520.84	1,260.80	7,260.00	3,353.95	96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	1	40	2,080	\$ 8.02	\$ 20,633.60	1,586.72	793.60	7,260.00	2,317.48	66.65	\$ 32,678.05
Laborer	Non-exempt	0	40	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		2.2	160	4,572		\$ 61,414.40	\$ 4,722.76	\$ 3,592.06	\$ 16,976.00	\$ 6,258.57	\$ 188.54	\$ 93,484.23
Major Repair												
Field Supervisor	Non-exempt	0.4	40	832	\$ 19.23	\$ 16,000.00	1,230.40	1,538.46	2,912.00	1,658.59	47.70	\$ 23,387.14
HVAC Mechanic	Non-exempt	1	40	2,080	\$ 15.78	\$ 32,780.80	2,520.84	1,260.80	7,260.00	3,353.95	96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	1	40	2,080	\$ 8.02	\$ 20,633.60	1,586.72	793.60	7,260.00	2,317.48	66.65	\$ 32,678.05
Laborer	Non-exempt	1	40	2,080	\$ 9.14	\$ 19,011.20	1,461.95	731.20	7,260.00	2,179.05	62.67	\$ 30,726.12
Total		3.4	160	7,072		\$ 88,425.60	\$ 6,799.82	\$ 4,324.06	\$ 24,752.00	\$ 9,509.87	\$ 273.46	\$ 134,084.11
Keston District												
Preventive Maintenance												
Field Supervisor	Non-exempt	0.4	40	832	\$ 19.23	\$ 16,000.00	1,230.40	1,538.46	2,912.00	1,658.59	47.70	\$ 23,387.14
HVAC Mechanic	Non-exempt	1	40	2,080	\$ 15.78	\$ 32,780.80	2,520.84	1,260.80	7,260.00	3,353.95	96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	2	40	4,160	\$ 9.82	\$ 41,267.20	3,173.45	793.80	14,560.00	4,574.26	131.55	\$ 64,500.06
Laborer	Non-exempt	1	40	2,080	\$ 9.14	\$ 19,011.20	1,461.95	731.20	7,260.00	2,179.05	62.67	\$ 30,726.12
Total		4.4	160	8,152		\$ 108,059.20	\$ 8,396.65	\$ 4,324.06	\$ 32,032.00	\$ 11,765.85	\$ 338.36	\$ 165,906.12
Minor Repair												
Field Supervisor	Non-exempt	0.2	40	416	\$ 19.23	\$ 8,000.00	615.20	1,538.46	1,456.00	898.14	25.34	\$ 12,523.34
HVAC Mechanic	Non-exempt	1	40	2,080	\$ 15.78	\$ 32,780.80	2,520.84	1,260.80	7,260.00	3,353.95	96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	1	40	2,080	\$ 8.02	\$ 20,633.60	1,586.72	793.60	7,260.00	2,317.48	66.65	\$ 32,678.05
Laborer	Non-exempt	0	40	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		2.2	160	4,572		\$ 61,414.40	\$ 4,722.76	\$ 3,592.06	\$ 16,976.00	\$ 6,258.57	\$ 188.54	\$ 93,484.23
Major Repair												
Field Supervisor	Non-exempt	0.4	40	832	\$ 19.23	\$ 16,000.00	1,230.40	1,538.46	2,912.00	1,658.59	47.70	\$ 23,387.14
HVAC Mechanic	Non-exempt	1	40	2,080	\$ 15.78	\$ 32,780.80	2,520.84	1,260.80	7,260.00	3,353.95	96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	1	40	2,080	\$ 8.02	\$ 20,633.60	1,586.72	793.60	7,260.00	2,317.48	66.65	\$ 32,678.05
Laborer	Non-exempt	1	40	2,080	\$ 9.14	\$ 19,011.20	1,461.95	731.20	7,260.00	2,179.05	62.67	\$ 30,726.12
Total		3.4	160	7,072		\$ 88,425.60	\$ 6,799.82	\$ 4,324.06	\$ 24,752.00	\$ 9,509.87	\$ 273.46	\$ 134,084.11
Lucman District												
Preventive Maintenance												
Field Supervisor	Non-exempt	0.4	40	832	\$ 19.23	\$ 16,000.00	1,230.40	1,538.46	2,912.00	1,658.59	47.70	\$ 23,387.14
HVAC Mechanic	Non-exempt	1	40	2,080	\$ 15.78	\$ 32,780.80	2,520.84	1,260.80	7,260.00	3,353.95	96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	1	40	2,080	\$ 8.02	\$ 20,633.60	1,586.72	793.60	7,260.00	2,317.48	66.65	\$ 32,678.05
Laborer	Non-exempt	1	40	2,080	\$ 9.14	\$ 19,011.20	1,461.95	731.20	7,260.00	2,179.05	62.67	\$ 30,726.12
Total		3.4	160	7,072		\$ 88,425.60	\$ 6,799.82	\$ 4,324.06	\$ 24,752.00	\$ 9,509.87	\$ 273.46	\$ 134,084.11

LABOR

Position Title	Classification	Head Count	Exempt	Productive Hours	Hourly Rate	Productive Labor Cost	Fringe Benefits				Health & Welfare	Dental	Life Insurance	Labor Burdens		Total Labor & Fringe Benefits
							Vacation	Holiday	Sick Pay	Disability				FICA	Work Comp	
Maintenance Trades Helper	Non-exempt	2	0	4,160	\$ 9.92	\$ 41,267.20	\$ 3,173.45	\$ 783.60	\$ 1,451.98	\$ 2,179.05	\$ 14,560.00	\$ 4,574.26	\$ 131.95	\$ 11,762.85	\$ 338.36	\$ 125,523.34
Total		4.4	0	16,812	\$ 9.14	\$ 153,658.20	\$ 12,304.40	\$ 3,092.88	\$ 4,324.06	\$ 32,832.00	\$ 16,216.00	\$ 5,558.57	\$ 188.54	\$ 188.54	\$ 92,494.23	
Minor Repair																
Field Supervisor	Non-exempt	0.2	0	416	\$ 19.23	\$ 8,000.00	\$ 615.20	\$ 1,538.46	\$ 1,451.98	\$ 1,456.00	\$ 14,560.00	\$ 888.14	\$ 25.54	\$ 11,609.66	\$ 25.54	\$ 12,523.34
HVAC Mechanic	Non-exempt	1	0	2,080	\$ 15.76	\$ 32,780.80	\$ 2,520.84	\$ 1,280.80	\$ 1,280.80	\$ 7,280.00	\$ 7,280.00	\$ 3,353.95	\$ 96.45	\$ 43,842.44	\$ 96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	1	0	2,080	\$ 9.92	\$ 20,633.60	\$ 1,596.72	\$ 793.60	\$ 793.60	\$ 7,280.00	\$ 7,280.00	\$ 2,317.48	\$ 66.65	\$ 30,293.92	\$ 66.65	\$ 32,678.05
Total		2.2	0	4,576	\$ 13.76	\$ 61,414.40	\$ 4,722.76	\$ 3,092.88	\$ 4,324.06	\$ 24,782.00	\$ 16,216.00	\$ 5,558.57	\$ 273.46	\$ 273.46	\$ 134,084.11	
Major Repair																
Field Supervisor	Non-exempt	0.4	0	832	\$ 19.23	\$ 16,000.00	\$ 1,230.40	\$ 1,538.46	\$ 2,912.00	\$ 2,912.00	\$ 28,000.00	\$ 1,658.59	\$ 47.70	\$ 21,680.86	\$ 47.70	\$ 23,387.14
HVAC Mechanic	Non-exempt	1	0	2,080	\$ 15.76	\$ 32,780.80	\$ 2,520.84	\$ 1,280.80	\$ 1,280.80	\$ 7,280.00	\$ 7,280.00	\$ 3,353.95	\$ 96.45	\$ 43,842.44	\$ 96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	1	0	2,080	\$ 9.92	\$ 20,633.60	\$ 1,596.72	\$ 793.60	\$ 793.60	\$ 7,280.00	\$ 7,280.00	\$ 2,317.48	\$ 66.65	\$ 30,293.92	\$ 66.65	\$ 32,678.05
Total		3.4	0	7,872	\$ 13.14	\$ 69,414.40	\$ 5,793.92	\$ 4,324.06	\$ 24,782.00	\$ 24,782.00	\$ 16,216.00	\$ 5,558.57	\$ 273.46	\$ 273.46	\$ 134,084.11	
Hayes District Preventive Maintenance																
Field Supervisor	Non-exempt	0.4	0	832	\$ 19.23	\$ 16,000.00	\$ 1,230.40	\$ 1,538.46	\$ 2,912.00	\$ 2,912.00	\$ 28,000.00	\$ 1,658.59	\$ 47.70	\$ 21,680.86	\$ 47.70	\$ 23,387.14
HVAC Mechanic	Non-exempt	1	0	2,080	\$ 15.76	\$ 32,780.80	\$ 2,520.84	\$ 1,280.80	\$ 1,280.80	\$ 7,280.00	\$ 7,280.00	\$ 3,353.95	\$ 96.45	\$ 43,842.44	\$ 96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	1	0	2,080	\$ 9.92	\$ 20,633.60	\$ 1,596.72	\$ 793.60	\$ 793.60	\$ 7,280.00	\$ 7,280.00	\$ 2,317.48	\$ 66.65	\$ 30,293.92	\$ 66.65	\$ 32,678.05
Total		4.4	0	8,152	\$ 13.14	\$ 108,428.00	\$ 6,793.92	\$ 4,324.06	\$ 24,782.00	\$ 24,782.00	\$ 16,216.00	\$ 5,558.57	\$ 273.46	\$ 273.46	\$ 134,084.11	
Minor Repair																
Field Supervisor	Non-exempt	0.2	0	416	\$ 19.23	\$ 8,000.00	\$ 615.20	\$ 1,538.46	\$ 1,456.00	\$ 14,560.00	\$ 888.14	\$ 25.54	\$ 11,609.66	\$ 25.54	\$ 12,523.34	
HVAC Mechanic	Non-exempt	1	0	2,080	\$ 15.76	\$ 32,780.80	\$ 2,520.84	\$ 1,280.80	\$ 1,280.80	\$ 7,280.00	\$ 7,280.00	\$ 3,353.95	\$ 96.45	\$ 43,842.44	\$ 96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	1	0	2,080	\$ 9.92	\$ 20,633.60	\$ 1,596.72	\$ 793.60	\$ 793.60	\$ 7,280.00	\$ 7,280.00	\$ 2,317.48	\$ 66.65	\$ 30,293.92	\$ 66.65	\$ 32,678.05
Total		2.2	0	4,876	\$ 13.76	\$ 61,414.40	\$ 4,722.76	\$ 3,092.88	\$ 4,324.06	\$ 24,782.00	\$ 16,216.00	\$ 5,558.57	\$ 273.46	\$ 273.46	\$ 134,084.11	
Major Repair																
Field Supervisor	Non-exempt	0.4	0	832	\$ 19.23	\$ 16,000.00	\$ 1,230.40	\$ 1,538.46	\$ 2,912.00	\$ 2,912.00	\$ 28,000.00	\$ 1,658.59	\$ 47.70	\$ 21,680.86	\$ 47.70	\$ 23,387.14
HVAC Mechanic	Non-exempt	1	0	2,080	\$ 15.76	\$ 32,780.80	\$ 2,520.84	\$ 1,280.80	\$ 1,280.80	\$ 7,280.00	\$ 7,280.00	\$ 3,353.95	\$ 96.45	\$ 43,842.44	\$ 96.45	\$ 47,292.84
Maintenance Trades Helper	Non-exempt	1	0	2,080	\$ 9.92	\$ 20,633.60	\$ 1,596.72	\$ 793.60	\$ 793.60	\$ 7,280.00	\$ 7,280.00	\$ 2,317.48	\$ 66.65	\$ 30,293.92	\$ 66.65	\$ 32,678.05
Total		3.4	0	7,872	\$ 13.14	\$ 69,414.40	\$ 5,793.92	\$ 4,324.06	\$ 24,782.00	\$ 24,782.00	\$ 16,216.00	\$ 5,558.57	\$ 273.46	\$ 273.46	\$ 134,084.11	
Management & Administration																
Project Manager	Exempt	1	0	2,080	\$ 31.25	\$ 65,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000.00
Quality Control Specialist	Exempt	3	0	6,240	\$ 15.76	\$ 98,592.00	\$ 5,911.83	\$ 985.60	\$ 21,840.00	\$ 21,840.00	\$ 21,840.00	\$ 66.65	\$ 66.65	\$ 125,270.08	\$ 66.65	\$ 125,936.73
General Clerk III	Non-exempt	5	0	10,400	\$ 12.32	\$ 128,128.00	\$ 9,911.83	\$ 4,955.92	\$ 21,840.00	\$ 21,840.00	\$ 21,840.00	\$ 66.65	\$ 66.65	\$ 153,836.03	\$ 66.65	\$ 154,502.68
Total		9	0	18,720	\$ 17.48	\$ 291,720.00	\$ 16,715.49	\$ 17,781.52	\$ 43,680.00	\$ 43,680.00	\$ 43,680.00	\$ 133.96	\$ 133.96	\$ 133.96	\$ 292,000.00	
Grand Total																
						\$ 1,210,354.40	\$ 85,543.15	\$ 48,948.53	\$ 312,940.00	\$ 312,940.00	\$ 1,658,793.07	\$ 125,897.67	\$ 3,549.34	\$ 3,549.34	\$ 1,785,340.06	

MATERIALS

	Labor Component		Materials Est. as % of Labor
Lagu District			
Preventative Maintenance	\$ 165,906.12	15.00%	\$ 24,885.92
Minor Repair	\$ 92,494.23	15.00%	\$ 13,874.13
Major Repair	\$ 134,084.11	15.00%	\$ 20,112.62
Total	\$ 392,484.46		\$ 58,872.67
Kattan District			
Preventative Maintenance	\$ 165,906.12	15.00%	\$ 24,885.92
Minor Repair	\$ 92,494.23	15.00%	\$ 13,874.13
Major Repair	\$ 134,084.11	15.00%	\$ 20,112.62
Total	\$ 392,484.46		\$ 58,872.67
Luchan District			
Preventative Maintenance	\$ 165,906.12	15.00%	\$ 24,885.92
Minor Repair	\$ 92,494.23	15.00%	\$ 13,874.13
Major Repair	\$ 134,084.11	15.00%	\$ 20,112.62
Total	\$ 392,484.46		\$ 58,872.67
Haya District			
Preventative Maintenance	\$ 165,906.12	15.00%	\$ 24,885.92
Minor Repair	\$ 92,494.23	15.00%	\$ 13,874.13
Major Repair	\$ 134,084.11	15.00%	\$ 20,112.62
Total	\$ 392,484.46		\$ 58,872.67
Management & Administration	\$ 219,402.22	15.00%	\$ 32,910.33
Grand Total	\$ 1,789,340.06		\$ 268,401.01 15.00%

CAPITAL INVESTMENT

Lagu District	Preventative Maintenance	Minor Repair	Major Repair	Total	No. Teams	Cargo Van	Cargo Van Cost	Pickup Truck	Pickup Truck Cost	Capital Investment	Total Financing Cost	Total Capital Investment Cost	Amortization of Cost				
													Year 1	Year 2	Year 3	Year 4	Year 5
Lagu District	Preventative Maintenance	2	1				\$25,000			\$25,000	\$3,300	\$28,300	\$5,660	\$5,660	\$5,660	\$5,660	\$5,660
	Minor Repair	1					\$0		\$18,000	\$0	\$2,400	\$2,400	\$480	\$480	\$480	\$480	\$480
	Major Repair	2	1				\$13,345	1	\$14,915	\$14,915	\$3,800	\$18,715	\$3,743	\$3,743	\$3,743	\$3,743	\$3,743
	Total						\$39,915		\$39,915	\$39,915	\$9,500	\$49,415	\$9,883	\$9,883	\$9,883	\$9,883	\$9,883
Katikan District	Preventative Maintenance	2	1				\$25,000			\$25,000	\$3,300	\$28,300	\$5,660	\$5,660	\$5,660	\$5,660	\$5,660
	Minor Repair	1					\$0		\$18,000	\$0	\$2,400	\$2,400	\$480	\$480	\$480	\$480	\$480
	Major Repair	2	1				\$13,345	1	\$14,915	\$14,915	\$3,800	\$18,715	\$3,743	\$3,743	\$3,743	\$3,743	\$3,743
	Total						\$39,915		\$39,915	\$39,915	\$9,500	\$49,415	\$9,883	\$9,883	\$9,883	\$9,883	\$9,883
Lucrean District	Preventative Maintenance	2	1				\$25,000			\$25,000	\$3,300	\$28,300	\$5,660	\$5,660	\$5,660	\$5,660	\$5,660
	Minor Repair	1					\$0		\$18,000	\$0	\$2,400	\$2,400	\$480	\$480	\$480	\$480	\$480
	Major Repair	2	1				\$13,345	1	\$14,915	\$14,915	\$3,800	\$18,715	\$3,743	\$3,743	\$3,743	\$3,743	\$3,743
	Total						\$39,915		\$39,915	\$39,915	\$9,500	\$49,415	\$9,883	\$9,883	\$9,883	\$9,883	\$9,883
Haya District	Preventative Maintenance	2	1				\$25,000			\$25,000	\$3,300	\$28,300	\$5,660	\$5,660	\$5,660	\$5,660	\$5,660
	Minor Repair	1					\$0		\$18,000	\$0	\$2,400	\$2,400	\$480	\$480	\$480	\$480	\$480
	Major Repair	2	1				\$13,345	1	\$14,915	\$14,915	\$3,800	\$18,715	\$3,743	\$3,743	\$3,743	\$3,743	\$3,743
	Total						\$39,915		\$39,915	\$39,915	\$9,500	\$49,415	\$9,883	\$9,883	\$9,883	\$9,883	\$9,883
	Total						\$159,660			\$159,660	\$38,000	\$197,660	\$39,532	\$39,532	\$39,532	\$39,532	\$39,532

* New Cargo Van cost based on KBB.com price for new 2010 Chevrolet Express 1500 Cargo, 6cyl., automatic
 Used Cargo Van cost based on KBB.com suggested retail price for 2007 Chevrolet Express 1500 Cargo, 6cyl., automatic
 New Pickup Truck cost based on KBB.com suggested retail price for new 2010 Toyota Tacoma regular cab, 4cyl., automatic
 Used Pickup Truck cost based on KBB.com suggested retail price for 2007 Toyota Tacoma regular cab, 4cyl., automatic



STATEMENT OF QUALIFICATIONS		
EMPLOYEE NAME	TITLE/CONTACT NUMBERS	YEAR OF EXPERIENCE
1 CLAYTON TORRES	REPAIR & MAINTENANCE MANAGER/646-603/4	7
2 HARRY SAUER	PROJECT MANAGER	7
3 SUKARNO SANTOS	HVAC TECH/646-6083/4	15
4 ROWEL PAMINTUAN	HVAC TECH/646-6083/4	17
5 ERNESTO MADAHAN	HVAC TECH/646-6083/4	16
6 JOSEPH ENCIO	HVAC TECH/646-6083/4	5
7 BERNIE SOLIDUM	HVAC TECH/646-6083/4	10
8 FRANCISCO SUVA, JR	HVAC TECH/646-6083/4	11
9 ALBERTO SINEL, JR	GENERAL MAINTENANCE WORKER/646-6083/4	7
10 DENNIS BAFNEY	GENERAL MAINTENANCE WORKER/646-6083/4	5
11 GREGORIO CENTENO, JR	GENERAL MAINTENANCE WORKER/646-6083/4	7
12 ARNOLD MAANAO	GENERAL MAINTENANCE WORKER/646-6083/4	11
13 JAMES BALAJADIA	MATERIAL LABORER/	5
14 TEODORICO COLLADO	CARPENTER/646-6083/4	20
15 RAMIRO CRUZ	GENERAL MAINTENANCE WORKER/646-6083/4	16
16 EDUARDO DUAY	GENERAL MAINTENANCE WORKER/646-6083/4	10
17 EDGARDO JAVINAL	GENERAL MAINTENANCE WORKER/646-6083/4	19
18 VINCENT ROBLES	GENERAL MAINTENANCE WORKER/646-6083/4	12
19 ELMA GASCON	SERVICE DISPATCHER	5
20 JOSEPH DUENAS	PRODUCTION CONTROL CLERK/646-6083/4	2

THE ABOVE LISTING OF EMPLOYEES REPRESENTS THE CURRENT STAFF WE WILL BE ASSIGNING TO THIS PROJECT IF AWARDED.

WE PRESENTLY MAINTAIN A LONG LIST OF PRE-QUALIFIED APPLICANTS IN OUR HUMAN RESOURCE DEPARTMENT FROM WHICH WE WILL BE MAKING OUR SELECTIONS ONCE AWARDED TO FILL THE REMINDER OF THE 40 REQUIRED PERSONNEL.

2010 PREVENTIVE MAINTENANCE AND REPAIR OF CENTRAL A/C
FOR ALL SCHOOLS AND SPT FACILITIES
IFB 007-2010

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Wage Determination No. 2005-2147

REGULATORY 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

Shirley F. Ebbesen
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 12
Date Of Revision: 08/19/2010

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		10.29
01111 - General Clerk I		11.28
01112 - General Clerk II		12.32
01113 - General Clerk III		17.15
01120 - Housing Referral Assistant		10.12
01141 - Messenger Courier		11.23
01191 - Order Clerk I		12.25
01192 - Order Clerk II		14.33
01261 - Personnel Assistant (Employment) I		14.90
01262 - Personnel Assistant (Employment) II		16.48
01263 - Personnel Assistant (Employment) III		18.34
01270 - Production Control Clerk		9.67
01280 - Receptionist		11.10
01290 - Rental Clerk		13.75
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		15.38
01312 - Secretary II		17.15
01313 - Secretary III		11.57
01320 - Service Order Dispatcher		17.67
01410 - Supply Technician		11.61
01420 - Survey Worker		12.57
01531 - Travel Clerk I		13.44
01532 - Travel Clerk II		12.25
01533 - Travel Clerk III		13.75
01611 - Word Processor I		15.38
01612 - Word Processor II		13.34
01613 - Word Processor III		13.06
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		
05010 - Automotive Electrician		

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0510 - Automobile Glass Installer	12.10
0520 - Automotive Worker	12.10
0530 - Mobile Equipment Servicer	12.10
0540 - Motor Equipment Metal Mechanic	12.10
0550 - Motor Equipment Metal Worker	12.10
0560 - Motor Vehicle Mechanic	12.10
0570 - Motor Vehicle Mechanic Helper	12.10
0580 - Motor Vehicle Upholstery Worker	12.10
0590 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.10
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	12.10
05400 - Transmission Repair Specialist	7.81
07000 - Food Preparation And Service Occupations	12.10
07010 - Baker	
07041 - Cook I	10.47
07042 - Cook II	9.54
07070 - Dishwasher	11.78
07130 - Food Service Worker	7.25
07210 - Meat Cutter	7.78
07260 - Waiter/Waitress	11.86
09000 - Furniture Maintenance And Repair Occupations	7.59
09010 - Electrostatic Spray Painter	
09040 - Furniture Handler	14.38
09080 - Furniture Refinisher	8.85
09090 - Furniture Refinisher Helper	14.38
09110 - Furniture Repairer, Minor	10.66
09130 - Upholsterer	12.51
11000 - General Services And Support Occupations	14.38
11030 - Cleaner, Vehicles	
11060 - Elevator Operator	8.23
11090 - Gardener	8.23
11122 - Housekeeping Aide	10.99
11150 - Janitor	8.33
11210 - Laborer, Grounds Maintenance	8.23
11240 - Maid or Houseman	9.14
11260 - Pruner	7.25
11270 - Tractor Operator	8.23
11330 - Trail Maintenance Worker	10.33
11360 - Window Cleaner	9.14
12000 - Health Occupations	9.14
12010 - Ambulance Driver	
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	15.81
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	21.70
12025 - Dental Hygienist	13.20
12030 - EKG Technician	29.85
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	23.96
12071 - Licensed Practical Nurse I	15.81
12072 - Licensed Practical Nurse II	14.14
12073 - Licensed Practical Nurse III	15.81
12100 - Medical Assistant	17.63
12130 - Medical Laboratory Technician	11.54
12160 - Medical Record Clerk	14.14
12190 - Medical Record Technician	11.82
12195 - Medical Transcriptionist	13.59
12210 - Nuclear Medicine Technologist	14.14
12221 - Nursing Assistant I	34.75
12222 - Nursing Assistant II	10.03
	11.30

1223	- Nursing Assistant III	13.33
1224	- Nursing Assistant IV	13.34
1225	- Optical Dispenser	14.33
1226	- Optical Technician	14.34
1229	- Pharmacy Technician	13.11
1228	- Thiobotomist	13.84
1230	- Radiologic Technologist	22.64
1231	- Registered Nurse I	20.70
1232	- Registered Nurse II	25.32
1233	- Registered Nurse II, Specialist	25.32
1234	- Registered Nurse III	30.64
1235	- Registered Nurse III, Anesthetist	30.64
1236	- Registered Nurse IV	36.72
1237	- Scheduler (Drug and Alcohol Testing)	19.59
1300	- Information And Arts Occupations	
1301	- Exhibits Specialist I	15.06
1302	- Exhibits Specialist II	18.66
1303	- Exhibits Specialist III	22.83
1304	- Illustrator I	15.06
1305	- Illustrator II	18.66
1306	- Illustrator III	22.83
1307	- Librarian	20.66
1308	- Library Aide/Clerk	12.00
1309	- Library Information Technology Systems Administrator	18.66
1310	- Library Technician	
1311	- Media Specialist I	15.06
1312	- Media Specialist II	13.46
1313	- Media Specialist III	15.06
1314	- Photographer I	16.80
1315	- Photographer II	12.82
1316	- Photographer III	14.32
1317	- Photographer IV	17.75
1318	- Photographer V	21.73
1319	- Video Teleconference Technician	26.30
1400	- Information Technology Occupations	12.91
1401	- Computer Operator I	
1402	- Computer Operator II	13.65
1403	- Computer Operator III	15.76
1404	- Computer Operator IV	17.56
1405	- Computer Operator V	19.50
1406	- Computer Programmer I	21.81
1407	- Computer Programmer II (see 1)	15.73
1408	- Computer Programmer III (see 1)	19.50
1409	- Computer Programmer IV (see 1)	23.84
1410	- Computer Systems Analyst I (see 1)	
1411	- Computer Systems Analyst II (see 1)	24.23
1412	- Computer Systems Analyst III (see 1)	
1413	- Peripheral Equipment Operator (see 1)	
1414	- Personal Computer Support Technician	13.65
1415	- Personal Computer Support Technician	19.50
1500	- Instructional Occupations	
1501	- Aircrew Training Devices Instructor (Non-Rated)	24.23
1502	- Aircrew Training Devices Instructor (Rated)	29.32
1503	- Air Crew Training Devices Instructor (Pilot)	33.30
1504	- Computer Based Training Specialist / Instructor	24.23
1505	- Educational Technologist	22.82
1506	- Flight Instructor (Pilot)	33.30
1507	- Graphic Artist	20.47
1508	- Technical Instructor	17.65
1509	- Technical Instructor/Course Developer	21.58
1510	- Test Proctor	13.87

16000 - Tailor	8.08
16001 - Laundry, Dry-Cleaning, Pressing And Related Occupations	8.08
16010 - Assembler	8.08
16020 - Counter Attendant	8.08
16040 - Dry-Cleaner	8.08
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	8.08
16220 - Tailor	8.08
16250 - Washer, Machine	10.33
19000 - Machine Tool Operation And Repair Occupations	8.46
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	12.49
21020 - Forklift Operator	18.34
21030 - Material Coordinator	18.34
21040 - Material Expediter	10.65
21050 - Material Handling Laborer	9.66
21071 - Order Filler	12.49
21080 - Production Line Worker (Food Processing)	13.33
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.23
21140 - Store Worker I	18.58
21150 - Stock Clerk	12.49
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	20.69
23010 - Aerospace Structural Welder	19.70
23021 - Aircraft Mechanic I	20.69
23022 - Aircraft Mechanic II	21.74
23023 - Aircraft Mechanic III	13.70
23040 - Aircraft Mechanic Helper	18.50
23050 - Aircraft, Painter	16.09
23060 - Aircraft Servicer	17.38
23080 - Aircraft Worker	14.49
23110 - Appliance Mechanic	9.74
23120 - Bicycle Repairer	15.43
23125 - Cable Splicer	13.00
23130 - Carpenter, Maintenance	13.55
23140 - Carpet Layer	14.99
23160 - Electrician, Maintenance	14.72
23181 - Electronics Technician Maintenance I	15.05
23182 - Electronics Technician Maintenance II	18.31
23183 - Electronics Technician Maintenance III	12.60
23260 - Fabric Worker	15.43
23290 - Fire Alarm System Mechanic	11.67
23310 - Fire Extinguisher Repairer	15.43
23311 - Fuel Distribution System Mechanic	13.01
23312 - Fuel Distribution System Operator	11.95
23370 - General Maintenance Worker	19.70
23380 - Ground Support Equipment Mechanic	16.09
23381 - Ground Support Equipment Servicer	17.38
23382 - Ground Support Equipment Worker	11.67
23391 - Gunsmith I	13.55
23392 - Gunsmith II	15.43
23393 - Gunsmith III	15.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	

23473 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	15.45
23474 - Heavy Equipment Mechanic	15.45
23475 - Heavy Equipment Operator	15.45
23480 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	15.43
23470 - Laborer	11.49
23510 - Locksmith	10.65
23530 - Machinery Maintenance Mechanic	14.49
23550 - Machinist, Maintenance	17.38
23580 - Maintenance Trades Helper	15.43
23591 - Metrology Technician I	9.42
23592 - Metrology Technician II	15.43
23593 - Metrology Technician III	16.41
23640 - Millwright	17.37
23710 - Office Appliance Repairer	15.43
23760 - Painter, Maintenance	14.38
23790 - Pipefitter, Maintenance	13.55
23810 - Plumber, Maintenance	15.32
23820 - Pneudraulic Systems Mechanic	14.48
23850 - Rigger	15.43
23870 - Scale Mechanic	15.43
23890 - Sheet-Metal Worker, Maintenance	13.55
23910 - Small Engine Mechanic	15.21
23931 - Telecommunications Mechanic I	13.55
23932 - Telecommunications Mechanic II	19.01
23950 - Telephone Lineman	19.76
23960 - Welder, Combination, Maintenance	18.24
23965 - Well Driller	14.66
23970 - Woodcraft Worker	15.43
23980 - Woodworker	15.43
24000 - Personal Needs Occupations	11.67
24570 - Child Care Attendant	
24580 - Child Care Center Clerk	10.09
24610 - Chore Aide	12.58
24620 - Family Readiness And Support Services Coordinator	12.43
24630 - Homemaker	12.44
25000 - Plant And System Operations Occupations	16.12
25010 - Boiler Tender	
25040 - Sewage Plant Operator	15.43
25070 - Stationary Engineer	14.49
25190 - Ventilation Equipment Tender	15.43
25210 - Water Treatment Plant Operator	10.73
27000 - Protective Service Occupations	14.49
27004 - Alarm Monitor	
27007 - Baggage Inspector	10.90
27008 - Corrections Officer	7.35
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	12.05
27040 - Detention Officer	10.90
27070 - Firefighter	12.05
27101 - Guard I	12.05
27102 - Guard II	7.37
27131 - Police Officer I	10.90
27132 - Police Officer II	12.05
28000 - Recreation Occupations	13.40
28041 - Carnival Equipment Operator	
28042 - Carnival Equipment Repairer	9.53
28043 - Carnival Equipment Worker	10.08
28210 - Gate Attendant/Gate Tender	7.78
	13.18

3000	- Interpreter	11.74
3000	- Park Attendant - Aerial	11.74
3010	- Recreation Aide/Health Facility Attendant	13.76
3015	- Recreation Specialist	13.76
3030	- Sports Official	11.74
3030	- Swimming Pool Operator	11.74
3000	- Stevedoring/Longshoremen Occupational Services	15.71
30010	- Blocker And Bracer	15.20
30020	- Hatch Tender	15.20
30030	- Line Handler	15.20
30041	- Stevedore I	14.22
30042	- Stevedore II	16.25
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.86
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
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	21.93
30061	- Drafter/CAD Operator I	17.49
30062	- Drafter/CAD Operator II	19.56
30063	- Drafter/CAD Operator III	20.74
30064	- Drafter/CAD Operator IV	24.21
30081	- Engineering Technician I	14.62
30082	- Engineering Technician II	16.41
30083	- Engineering Technician III	18.36
30084	- Engineering Technician IV	22.34
30085	- Engineering Technician V	27.83
30086	- Engineering Technician VI	33.66
30090	- Environmental Technician	21.10
30210	- Laboratory Technician	20.74
30240	- Mathematical Technician	23.34
30361	- Paralegal/Legal Assistant I	19.06
30362	- Paralegal/Legal Assistant II	21.53
30363	- Paralegal/Legal Assistant III	26.35
30364	- Paralegal/Legal Assistant IV	30.80
30390	- Photo-Optics Technician	21.93
30461	- Technical Writer I	22.17
30462	- Technical Writer II	27.10
30463	- Technical Writer III	32.79
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or	20.74
	Surface Programs	
30621	- Weather Observer, Senior	23.00
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	8.15
31030	- Bus Driver	9.69
31043	- Driver Courier	8.97
31260	- Parking and Lot Attendant	7.25
31290	- Shuttle Bus Driver	9.99
31310	- Taxi Driver	8.21
31361	- Truckdriver, Light	8.97
31362	- Truckdriver, Medium	11.61
31363	- Truckdriver, Heavy	12.48
31364	- Truckdriver, Tractor-Trailer	12.48

9910 - Hospital means cleaning	27.46
9916 - Librarian	21.20
9920 - Desk Clerk	21.20
9925 - Embalmer	27.46
99251 - Laboratory Animal Caretaker I	19.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.24
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

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 4174)

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

The following job duties described in the performance are included in 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 regrading 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

of the uniforms. In addition, where uniform cleaning and maintenance is the responsibility of the employee, all contractors and subcontractors under 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 \$6.67 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

<http://www.wdol.gov/wdol/scafiles/std/05-2147.txt>

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When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure 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.

- d) The contracting officer transmits the Wage and Hour decision to the contractor.
- e) The contractor informs the affected employees.

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

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