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9 **Attorneys for Appellant**
10 **GUAM CLEANING MASTERS**

11 **PROCUREMENT APPEAL**
12 **IN THE OFFICE OF PUBLIC ACCOUNTABILITY**

13 **PART I.**

14 In the Appeal of

DOCKET NO. OPA-PA-_____

15 Guam Cleaning Masters,

NOTICE OF APPEAL

16 Appellant.

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19
20 **RECEIVED**
21 **OFFICE OF PUBLIC ACCOUNTABILITY**
22 **PROCUREMENT APPEALS**

23 DATE: 9/5/2018

24 TIME: 3:51 AM PM BY: MSB

25 FILE NO OPA-PA: 18-006

26 **ORIGINAL**

1 **PART II: APPELLANT INFORMATION**

2 Name: Guam Cleaning Masters ("GCM")
3 Mailing Address: P.O. Box 9500
4 Dededo, Guam 96929
5 Business Address: Kakkak Street
6 Harmon, Guam 96913
7
8

9 For purposes of this appeal, please direct correspondence to GCM's counsel, Law
10 Office of Louie J. Yanza, P.C., One Agana Bay, 446 E. Marine Corps Drive, Suite 202,
11 Hagåtña, Guam 96910; Telephone: (671) 477-7059; Facsimile: (671) 472-5487; Email
12 for Mr. Yanza: lyanza@jurisguam.com.
13

14 **PART III: APPEAL INFORMATION**

- 15 **A. PURCHASING AGENCY:** Guam Department of Education ("GDOE")
16 **B. PROCUREMENT IDENTIFICATION:** IFB 013-2018 Custodial Services for Various GDOE
17 Public Schools.
18 **C. DECISION DATE:** Decision being appealed was made on August 22, 2018, by Guam
19 Department of Education Supply Management Administrator Carmen T. Charfauros. That
20 Decision was received by GCM's counsel on August 22, 2018.
21 **D. APPEAL ORIGIN:** Appeal is made from a Decision on Protest of Award. The Decision
22 is attached to this Notice of Appeal as **Exhibit A**.
23 **E. NAMES OF COMPETING BIDDERS, OFFERORS, OR CONTRACTORS KNOWN TO APPELLANT:**
24 1. Lucky Kids Lawn Care and Janitorial Services;
25 2. Advance Management, Inc.;
26 3. Maids to Order dba MTO Maintenance; and

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2 Name: Guam Cleaning Masters ("GCM")
3 Mailing Address: P.O. Box 9500
4 Dededo, Guam 96929
5 Business Address: Kakkak Street
6 Harmon, Guam 96913
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9 For purposes of this appeal, please direct correspondence to GCM's counsel, Louie
10 J. Yanza, Yanza Flynn Timblin, LLP, One Agana Bay, 446 E. Marine Corps Drive, Suite 201,
11 Hagåtña, Guam 96910; Telephone: (671) 477-7059; Facsimile: (671) 472-5487; Email
12 for Mr. Yanza: lyanza@lexguam.com.
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20 Decision was received by GCM's counsel on August 22, 2018.
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22 is attached to this Notice of Appeal as **Exhibit A**.
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24 1. Lucky Kids Lawn Care and Janitorial Services;
25 2. Advance Management, Inc.;
26 3. Maids to Order dba MTO Maintenance; and

1 4. JJ Global Services.
2

3 **PART IV: ADDITIONAL INFORMATION SUBMITTED BY APPELLANT**
4

5 **A. STATEMENT OF GROUNDS FOR APPEAL**

6 **1. PROCEDURAL HISTORY**

7 GDOE is in need of custodial services for the thirty-six (36) GDOE public schools.
8 The successful bidder is responsible for providing all of the labor, materials, tools,
9 equipment, supplies, transportation, management, and supervision necessary to perform
10 the custodial services.

11 This appeal has been brought because of GDOE's flawed award of the IFB to Lucky
12 Kids Lawn Care Janitorial Services ("Lucky Kids"). A copy of the IFB is attached to this
13 Notice of Appeal as **Exhibit B**. On August 6, 2018, GCM issued a Letter of Concern stating
14 that bidders should be qualified and responsible for performing the bid which would
15 include financial, personal, and other resources of performance. **Exhibit C**. On August
16 10, 2018, GDOE responded "[A]t its discretion, may request for additional information to
17 determine the responsibility of a bidder." GDOE's "rejection" of GCM's bid clearly
18 contradicts the requirements for the IFB. **Exhibit D**. A Bid Status notification was
19 received by GCM on August 10, 2018, informing GCM that its bid submission was being
20 rejected and that GDOE intended to award the IFB bid to Lucky Kids. The Bid Status
21 Notification is attached to this Notice of Appeal as **Exhibit H**.

22 On August 20, 2018, GCM issued its Letter of Protest on the basis that GDOE only
23 used the lowest bid as the sole criteria in awarding the IFB while GCM met the
24 requirements of lowest and responsible bidder. **Exhibit E**.

25 On August 22, 2018, GDOE issued its response to GCM's Letter of Protest. GDOE's
26 responses to protest was based on three (3) grounds:

1 1. Guam Cleaning Masters states "Guam Cleaning Masters
2 submitted a Letter of Concern dated August 06, 2018 and GDOE
3 responded August 10, 2018 stating at its discretion, may
4 request for additional information determine the responsibility
of a bidder. Should a bidder fail to comply with GDOE's request
for additional information?"

5 **GODE [sic] Response:** GDOE's role is to determine the
6 responsibility of the potential winning bidder. GDOE has
7 requested and received additional documents from the Lucky
8 Kids Lown [sic] Core [sic] & Janitorial Services. Based on the
additional information provided, GDOE hos [sic] confirmed
responsibility of potential winning bidder.

9 2. Guam Cleaning Masters states "GDOE issued "Bid Status"
10 dated August 17, recommended for award to Lucky Kids Lawn
11 Care & Janitorial Services being the lowest bidder. Is GDOE
12 decision to award without determining factors of responsibility
13 in part of evaluation practices? This may have contradicts the
14 due process in award in "best price offerer [sic]". GDOE may
15 have over look lowest bidder creditability and capabilities is
required to maintain large scale janitorial services. A stated
GODE [sic] requirements Terms and Conditions section 3.2.2
titled" Determination of Responsibility" and section 3.2.11
titled" Inspection and Acceptance of Goods" prior to final award
determination."

16 **GDOE Response:** Among other provisions, Guam Procurement
17 Regulations provide the following Standards of Responsibility:
18 "{A}. Standards. Factors to be considered in determining
19 whether the standard of responsibility has been met include
20 whether a prospective contractor has: (i) available the
21 appropriate financial, material, equipment, facility, and
22 personnel resources and expertise, or the ability to obtain them,
necessary to indicate its capability to meet all contractual
requirements; (ii) a satisfactory record of performance; (iii) a
satisfactory record of integrity; (iv) qualified legally to contract
with the territory; and (v) supplied all necessary information in
connection with the inquiry concerning responsibility."

23 In addition, the IFB states the evaluation factors for award and
24 the format in which GDOE shall base its Determination of
Responsibility.

25 Upon thorough review of the documents submitted by Lucky
26 Kids Lawn Care & Janitorial Services and in accordance with the

1 IFB posted requirements and Guam Procurement Regulation,
2 GDOE has determined that the aforementioned Bidder has met
the Standards of Responsibility.

3 3. Guam Cleaning Masters states "In consideration, GCM met all
4 requirements to qualify in responsiveness and responsibility
5 base in financial creditability, personnel, and readily available
6 janitorial equipment and immediate supplies to perform all
school districts."

7 **GDDE [sic] Response:** Among other information the IFB states,
8 "Determination of an award pursuant to this IFB will be mode
9 based on the lowest, most responsive and responsible bid(s)."
Upon review and evaluation of all bid submissions, GDOE has
determined that Lucky Kids Lawn Care & Janitorial Services
submitted the lowest and most responsive bid.

10 Furthermore, pursuant to Guam Procurement Regulations and
11 those requirements posted in IFB 013-2018, GDOE has
12 determined the responsibility of the lowest, most responsive
bidder as stated in GDOE Response to item number 2 above.

13 As section 3.2.1. of the IFB specifically states, the determination of the award will:

14 ... be made based on the ***lowest, most responsive and***
15 ***responsible bid(s).***

16 2. ISSUES ON APPEAL

17 a. Amendments. Interpretations and responses from GDOE to inquiries
18 and questions from bidders should have been included as amendments. For example,
19 attached **Exhibits F and G** and should have been amendments, but were not included as
20 amendments to the IFB. By permitting a bidder to inquire and then responding to that
21 bidder without disclosing the responses to the other bidders, provides that bidder an
22 unfair advantage over others. The bidder will then have inside knowledge that he/she
23 will incorporate into its bid, while others do not have the benefit of such information in
24 submitting their bid to GDOE.

25 b. Based on the IFB, GDOE's award to Lucky Kids is inconsistent with
26

1 the IFB.

2 First, IFB Section 3.2.1. states that the: "Determination of an award pursuant to
3 IFB will be made based on the **lowest, most responsive, and responsible bid(s).**" If this
4 IFB bid was only for the lowest bid, it would appear that Lucky Kids had provided the
5 lowest bid for all three districts. However, the bid includes "**most responsive and**
6 **responsible bid(s).**"

7 If the IFB was for the lowest bid, GDOE should not have included "**the most**
8 **responsive and responsible bid(s).**"

9 c. The IFB is flawed because it does not require the pre-qualifying
10 factors from the bidders. An IFB of this this size, approximately \$2.5 Million Dollars (for a
11 term of five (5) years), needs to have pre-qualifying statements or proof form each bidder
12 in order to be qualified in the IFB. GDOE's failed to have pre-qualifying statements or
13 proof from each bidder in order to be qualified for the IFB. GDOE's failure to require pre-
14 qualifying factors will result in the bid and the ultimate award to be flawed due to
15 bidders' inability to qualify for professional custodial services for thirty-six (36) GDOE
16 schools. Relatedly, and as shown below, GDOE should require pre-qualifying statements
as Lucky Kids does not qualify to be awarded the IFB.

17 d. Lucky Kids cannot be a responsible bidder for the following reasons:

18 **Lucky Kids' Experience.** Lucky Kids does not have the experience, manpower,
19 equipment, and financing to provide professional custodial services to thirty-six (36)
20 GDOE public schools.

21 **Financial Resources.** It is unknown what Lucky Kids'
22 financial resources are. However, based on thirty-six (36)
23 schools, the contractor should have at least three (3) months
24 of payroll or a bank line of credit to meet its payroll for the
25 employees. The reason being is the turnaround from invoicing
the government to payment is not immediate. The turnaround
payment from the government to make the payment is
approximately sixty (60) days.

1 The following is only an approximation and a more detailed
2 explanation will follow this Notice of Appeal:

3 The approximate total of hours for all the employees working
4 in the thirty-six (36) schools is 130,530 hours per year. The
computation is as follows:

5 $130,530 \text{ hours} \times 13.36 \text{ per hour} = \$1,850,760,000.80$ per year
6 for salary.

7 $\$1,850,760.80 \text{ annual salaries} \times .0765 \text{ (FICA and Medicare)} =$
8 $\$141,583.14.$

9 Total salary expenses for all the employees is \$1,992,343.14.

10 $\$1,992,343.14 / 12 = \$166,028.59$ per month for salary x 3
11 months = \$498,085.78.

12 Lucky Kids must have at least \$498,085.78 in its bank or a line
13 of credit to cover its employees' salaries.

14 **Material and Equipment.** Lucky Kids does not have the
15 necessary equipment to furnish professional custodial services
16 to all the schools. Based on the necessity of providing
17 professional custodial services to all the schools, Lucky Kids
18 would need at least \$330,000.00 to purchase equipment for
19 custodial services.

20 Based on Guam Cleaning Masters' experience in providing
21 professional custodial services for the last five (5) years, GCM
22 has experienced what equipment is necessary in providing the
23 custodial services:

24 **Elementary Schools (22):**

25 **Equipment Needed:**

- 26 1. Buffer 22 units per unit cost \$950.00 x 22 = \$20,900.00
2. Vacuum 22 units per unit cost \$465.00 x 22 = \$10,230.00
3. Wet and dry vacuum per unit \$495.00 x 22 units =
\$10,890.00
4. Janitorial Carts 22 units per unit \$165.00 x 22 units =
\$3,630.00
5. Trash Cart 22 units per unit \$1,100.00 x 22 units =
\$24,200.00
6. Mop bucket with mop head 22 units per unit \$65.00 x 22
units = \$1,430.00

1 7. Sweeper and others 22 units each \$50.00 x 22 units =
2 \$1,100.00

3 Daily base supplies not included in this package the total
4 amount for the 22 elementary schools start \$301,950.00.

5 **Middle Schools (7):**

6 Equipment Needed:

- 7 1. Buffer 14 units per unit cost \$950.00 x 7 = \$6,650.00
8 2. Vacuum 7 units per unit cost \$465.00 x 7 = \$3,255.00
9 3. Wet and dry vacuum per unit \$495 x 7 units = \$3,465.00
10 4. Janitorial Carts 14 units per unit \$165.00 x 14 units =
11 \$2,310.00
12 5. Trash Cart 7 units per unit \$1,100.00 x 7 units = \$7,700.00
13 6. Mop bucket with mop head 14 units per unit \$65.00 x 14
14 units = \$910.00
15 7. Sweeper and others 14 units each \$50.00 x 14 units =
16 \$700.00

17 Total for 7 middle schools \$24,990.00

18 **High Schools (5):**

19 Equipment Needed:

- 20 1. Buffer 15 units per unit cost \$950.00 x 15 = \$14,250.00
21 2. Vacuum 15 units per unit cost \$465.00 x 15 = \$6,975.00
22 3. Wet and dry vacuum per unit \$495.00 x 3 units = \$1,485.00
23 4. Janitorial Carts 15 units per unit \$165.00 x 15 units =
24 \$2,475.00
25 5. Trash Cart 15 units per unit \$1,100.00 x 15 units =
26 \$16,500.00
6. Mop bucket with mop head 20 units per unit \$65.00 x 20
units = \$1,300.00
7. Sweeper and others 20 units each \$50.00 x 20 units =
\$1,000.00

Total for 5 high schools \$42,985.00

Facility. Lucky Kids has no operating facility. Lucky Kids' main office, and only office, is located in Ocean View Apartments, Unit 1, Tamuning, Guam. Attached hereto are photographs of Lucky Kids' office as **Exhibit G.**

1 Lucky Kids does not have a warehouse or storage facility to
2 maintain and safekeep its cleaning materials and equipment.
3 The only facility it has is a one-bedroom office space in an
4 apartment complex. See, **Exhibit G**. Lucky Kids does not even
5 have the necessary cleaning materials to comply with the IFB

6 Based on the IFB, Lucky Kids would need to incur at least
7 \$30,000.00 in monthly expenses for the purchase of cleaning
8 materials. Lucky Kids does not have the resources to incur
9 \$30,000.00 in expenses for cleaning materials.

10 **Experience.** Lucky Kids does not have the experience in
11 providing custodial services to thirty-six (36) schools.
12 Permitting the IFB to be awarded to Lucky Kids, GDOE will be
13 permitting Lucky Kids to default on its obligation.

14 **Personal Resources.** Lucky Kids will require at least 100
15 employees in providing custodial services to the thirty-two
16 (32) schools. Lucky Kids does not even have that number of
17 employees. Lucky Kids only have thirty (30) employees.

18 (ii) a satisfactory record of performance;

19 Lucky Kids does not have a satisfactory record of performance
20 for providing services for all thirty-six (36) schools.

21 (iii) a satisfactory record of integrity;

22 Previously, the OPA in their previous appeal, struck down an
23 IFB award to Lucky Kids due to Lucky Kids not being a
24 responsible bidder.

25 **GDOE did not make a complete determination of who is
26 the most responsive and responsible bidder.** The IFB
determination by GDOE used was the lowest bid. GDOE did
not look into the capabilities of Lucky Kids.

(iv) supplied all necessary information in connection with the
inquiry concerning responsibility.

GDOE claims that Lucky Kids provided all the necessary
information. However, that is inconsistent with the record as
it exists. On August 20, 2018, GDOE issued its Notice of Stay of
Procurement. This was the same day as the Letter of Protest.
However, two (2) days later, GDOE rejected GCM's Letter of
Protest. There was no information that was given by Lucky

1 Kids for GDOE to award the IFB to Lucky Kids.

2 In addition, Lucky Kids may not have enough sufficient vehicles to transport its
3 employees to and from school, therefore, it's superintendence to conduct the site
4 inspections for each school.

5 e. **Withholding.** There is a concern that Lucky Kids has not paid all of
6 its employees by salaries and had paid its employees in consideration other than salary.
7 More importantly, Lucky Kids not have paid its withholding taxes to the federal
8 government and with the Government of Guam.

9 f. **Lucky Kids' bid is based on GCM's 2013 bid.** The current bid
10 price of Lucky Kids almost mirrors the bid price of GCM in 2013 which was five (5) years
11 ago when prices and commodities were lower and the hourly rate was \$12.04. There are
12 numerous issues why it would be difficult for Lucky Kids to perform under the IFB.

13 (1) Custodial services commences at 8:00 a.m. to 5:00 p.m. The
14 new hours requires additional hours to be rendered by school location. It
15 is difficult for staff to clean the classrooms while teachers and students are
16 present. The IFB indicates that although special arrangements can be
17 made, the normal working hours still begins at 8:00 a.m. to 5:00 p.m., even
18 if adjustments are implemented.

19 (2) Hourly Rate. The hourly rate in the IFB was \$12.04, but was
20 increased to \$12.06 when Department of Labor increased its minimum
21 wage. The current IFB states that the hourly rate for janitorial staff is \$9.23
22 + \$4.13 for health and welfare benefit (H&W) for a total \$13.36. This is an
23 increase of \$1.32 per hour.

24 (3) Other overhead and other expenses. Based on the IFB, Lucky
25 Kids would have to spend at a minimum of \$7,000.00 for extra uniforms
26 and costs.

(4) Supervisors. The contract requires for supervisors with
salaries ranging from \$24,000.00 to \$28,000.00 full time, for a total cost of
\$123,956.00 salary per annum plus car allowance inclusive of FICA taxes.

(5) Quality Control. The IFB requires a continuous quality
improvement program, the person would need to be retained and be in a
managerial position and salary would be roughly \$40,177.50.

(6) Since there must be adequate inventory of supplies, there
must be at least two (2) delivery vans and two (2) delivery personnel. Both
salaries would be approximately \$59,830.00 inclusive of FICA. Obviously,
there is an increase in supply costs and labor costs in which Lucky Kids had
not factored in.

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2 (7) Purchases of Equipment with Proper Maintenance. As stated
3 above, numerous equipment must be procured for performing under the
IFB, initial costs for these equipment is between \$50,000.00 to \$60,000.00.

4 (8) Dispensers. The contract requires the installation of hand
5 towels, toilet tissue, and hand soap dispensers. The estimated cost for
dispensers is approximately \$50,000.00.

6 (9) Personal Protective Equipment. The contractor needs to
7 furnish its workers with personal protective equipment. The cost is
embedded in the computation of 10% supplies costs.

8 (10) In addition to the above, the following will also be needed
9 during the life of the contract:

- 10 a. Back office personnel (controller, accountant, accounting
11 clerk) responsible for ordering supplies and equipment,
12 invoices, paying vendors, preparing payroll checks,
13 prepare schedules and controlling. These personnel are
14 fulltime. Prorated percentage of about 60% as there are
36 schools being serviced. The total costs \$63,945.00
inclusive of filing taxes.
- 15 b. Holiday Pay. As there are 10 holidays per school year, the
16 total holiday pay is estimated at \$87,952.22 inclusive of
FICA taxes.
- 17 c. Workers Compensation. Workers Compensation is
18 approximately \$25,000.00 annually.

19 Based on the above, Lucky Kids' bid does not have enough to cover the labor, GRT,
20 FICA taxes, supplies, and other requirements of the contract. The total price of the lowest
21 bidder would not be enough to cover all the overhead expenses, other necessary
expenses including increase in costs and supplies. Thus, the IFB is not the lowest, most
responsive, and responsible bidder.

22 **B. STATEMENTS SPECIFYING THE RULING REQUESTED**

23 GCM specifically request that the IFB award to Lucky Kids be rescinded or GDOE
24 resubmit the IFB.

25 GCM requests that, as the lowest priced responsible BIDDER, GCM should be made
26 the awardee under GDOE IFB-013-2018, or the IFB be rebid.

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2 **C. SUPPORTING EXHIBITS, EVIDENCE, OR DOCUMENTS**

3 Submitted with this appeal at attached Exhibits are the following supporting
4 exhibits, evidence, and documents:

5 (1) Attached as **Exhibit A** is the Decision on Protest of Award, dated August 22,
6 2018.

7 (2) Attached as **Exhibit B** is the IFB.

8 (3) Attached as **Exhibit C** is the Letter of Concern to GDOE dated August 6, 2018.

9 (4) Attached as **Exhibit D** is GDOE's Response to GCM's Letter of Concern dated
10 August 10, 2018.

11 (5) Attached as **Exhibit E** is GCM's Letter of Protest to GDOE dated August 20,
12 2018.

13 (6) Attached as **Exhibit F** is a copy of an email from Jim McFerran of Advance
14 Management, Inc. dated July 2, 2018.

15 (7) Attached as **Exhibit G** is a copy of an email string from Katrina O. Bayson of
16 GDOE dated June 28, 2018.

17 (8) Attached as **Exhibit H** is the Bid Status Notification received from GCM, dated
18 August 17, 2018.

19 (9) Attached as **Exhibit I** is the Notice of Stay Procurement dated August 20, 2018.

20 (10) Attached as **Exhibit J** are pictures of Lucky Kids' office.

21 GCM also anticipates providing further documentation to substantiate its claims
22 when GDOE submits the full procurement record to the OPA as part of its response to this
23 appeal.
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V. DECLARATION RE: COURT ACTION

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

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

Respectfully Submitted this 6th day of September, 2018.

LAW OFFICE OF LOUIE J. YANZA
A Professional Corporation
Attorney for Appellant
Guam Cleaning Masters

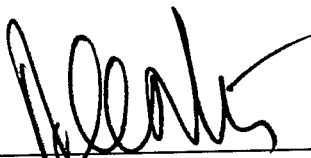
By:


LOUIE J. YANZA

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VERIFICATION

I, Alex Thomas, am a owner and officer of Appellant Guam Cleaning Maters and I am authorized to make this verification. I have read the foregoing Notice of Appeal and, based on information and belief and to the best of my knowledge, the facts stated therein are true and correct. I declare under penalty of perjury under the laws of Guam that the foregoing is true and correct. This verification was executed on the ___ day of September, 2018.

By: 
ALEX THOMAS
Appellant Guam Cleaning Masters

GUAM, U.S.A.,)

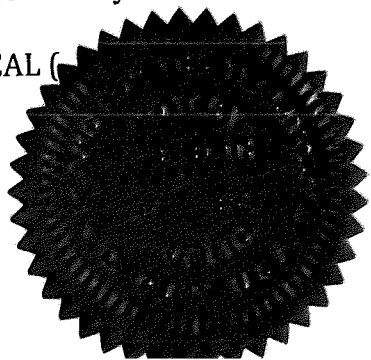
(ss.:


City of Hagåtña.)

On this ^{5th} ___ day of September, 2018, before me, a notary public in and for Guam, personally appeared Alex Thomas, known to me to be the person whose name is subscribed to the foregoing **NOTICE OF APPEAL**, and he acknowledged to me that he executed the same.

WITNESS my hand and official seal.

) SEAL (





MEREDITH M. CABRERA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **DEC. 01, 2020**
P.O. Box 326516, Hagatna, Guam 96932

EXHIBIT “A”



JON J. P. FERNANDEZ
Superintendent of Education

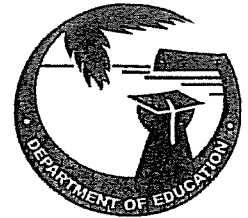
DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net/procurement

501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Telephone: (671) 475-0438/Fax: (671) 472-5001

Email: procurement@gdoe.net

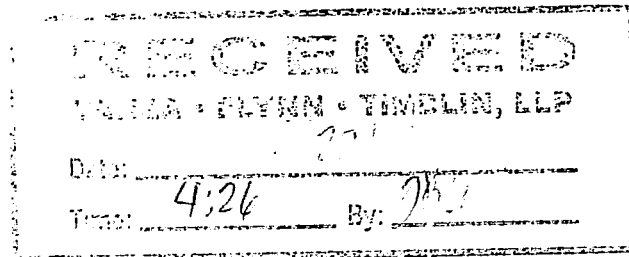


CARMEN T. CHARFAUROS
Supply Management Administrator

August 22, 2018

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Email: guamcleaningmasters@yahoo.com



Attn: Attorney Louie J. Yanza,

cc: Alex Thomas
Owner

Subject: Response to Protest Letter Dated August 20, 2018

Reference: Custodial Services for Various GDOE Public Schools
FORMAL INVITATION FOR BID: GDOE IFB 013-2018

Dear Attorney Yanza,

This is a written response to Mr. Alex Thomas' letter of protest dated August 20, 2018 regarding the Guam Department of Education ("GDOE") Invitation for Bid No. 013-2018 ("IFB") for Custodial Services for Various GDOE Public Schools.

GDOE has reviewed Mr. Thomas' protest and has determined that there is no merit for its basis, and therefore **GDOE hereby DENIES the protest in its entirety for the reasons discussed below:**

1. Guam Cleaning Masters states "Guam Cleaning Masters submitted a Letter of Concern dated August 06, 2018 and GDOE responded August 10, 2018 stating at its discretion, may request for additional information determine the responsibility of a bidder. Should a bidder fail to comply with GDOE's request for additional information?"

GDOE Response: GDOE's role is to determine the responsibility of the potential winning bidder. GDOE has requested and received additional documents from the Lucky Kids Lawn Care & Janitorial Services. Based on the additional information provided, GDOE has confirmed responsibility of potential winning bidder.

2. Guam Cleaning Masters states "GDOE issued "Bid Status" dated August 17, recommended for award to Lucky Kids Lawn Care & Janitorial Services being the lowest bidder. Is GDOE decision to award without determining factors of responsibility in part of evaluation practices? This may have contradicts the due process in award in "best price offeror". GDOE may have over look lowest bidder creditability and capabilities is required to maintain large scale

janitorial services. A stated GDOE requirements Terms and Conditions section 3.2.2 titled "Determination of Responsibility" and section 3.2.11 titled "Inspection and Acceptance of Goods" prior to final award determination."

***GDOE Response:** Among other provisions, Guam Procurement Regulations provide the following Standards of Responsibility: "(A). Standards. Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective contractor has: (i) available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements; (ii) a satisfactory record of performance; (iii) a satisfactory record of integrity; (iv) qualified legally to contract with the territory; and (v) supplied all necessary information in connection with the inquiry concerning responsibility."*

In addition, the IFB states the evaluation factors for award and the format in which GDOE shall base its Determination of Responsibility.


Upon thorough review of the documents submitted by Lucky Kids Lawn Care & Janitorial Services and in accordance with the IFB posted requirements and Guam Procurement Regulation, GDOE has determined that the aforementioned Bidder has met the Standards of Responsibility.

3. Guam Cleaning Masters states "In consideration, GCM met all requirements to qualify in responsiveness and responsibility base in financial creditability, personnel, and readily available janitorial equipment and immediate supplies to perform all school districts."

***GDOE Response:** Among other information the IFB states, "Determination of an award pursuant to this IFB will be made based on the lowest, most responsive and responsible bid(s)." Upon review and evaluation of all bid submissions, GDOE has determined that Lucky Kids Lawn Care & Janitorial Services submitted the lowest and most responsive bid. Furthermore, pursuant to Guam Procurement Regulations and those requirements posted in IFB 013-2018, GDOE has determined the responsibility of the lowest, most responsive bidder as stated in GDOE Response to item number 2 above.*

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

Sincerely,



CARMEN T. CHARFAUROS
Supply Management Administrator

EXHIBIT “B”



**CUSTODIAL SERVICES FOR VARIOUS
GDOE PUBLIC SCHOOLS**

Invitation for Bid

No. 013-2018

**Guam Department of Education
Supply Management Office
500 MARINER AVENUE, SUITE A-13
BARRIGADA, GUAM 96913
T: +1 (671) 475-0438 / +1 (671) 300-1581
F: +1 (671) 472-5001
www.gdoe.net/procurement**

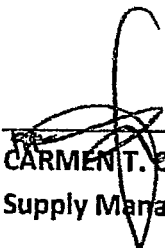

CARMEN T. CHARFAUROS
Supply Management Administrator

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Section 1 - INVITATION FOR BID (IFB) TIMELINE

1.1. INVITATION FOR BID (IFB) TIMELINE

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Thursday, June 28, 2018	IFB Issuance	8:00 a.m. Chamorro Standard Time (ChST)
Monday, July 02, 2018	Deadline for Request to Hold Pre-Bid Conference	3:00 p.m. Chamorro Standard Time (ChST)
Friday, July 06, 2018	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Wednesday, July 11, 2018	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Thursday, July 19, 2018	Deadline for Submission and Bid Opening	10:00 a.m. Chamorro Standard Time (ChST)

Invitation for Bid (IFB) packages may be obtained at the GDOE's Office of Supply Management in Barrigada, Guam between 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding holidays. The IFB may also be downloaded at the GDOE's website at www.gdoe.net/procurement. Deadline for submission of all bids is 10:00 a.m. Chamorro Standard Time (ChST), Thursday, July 19, 2018. A non-refundable fee of \$10.00 (cash only) is required upon pick-up.

Section 2 - PROJECT DESCRIPTION

2.1. PROJECT TITLE

GDOE IFB 013-2018 CUSTODIAL SERVICES FOR VARIOUS GDOE PUBLIC SCHOOLS

2.2. PURPOSE

The Guam Department of Education (GDOE) is soliciting bids from qualified bidders to perform professional custodial services for thirty six (36) GDOE Public Schools as listed under ATTACHMENT A. The successful Bidder, referred to hereinafter as "Contractor" will be responsible for providing all labor, materials, tools, equipment, supplies, transportation, management, and supervision necessary to perform the custodial services described herein.

The Contractor must perform its duties and obligations under the contract as required in a competent, professional, and ethical manner, compliant with all rules of professional conduct, applicable federal, state, local laws, and regulations, including applicable standards of the Guam Department of Public Health and Social Services Safety, Health, and Sanitation requirements for Educational Facilities, 26 GAR – Public Health & Social Services DIV 1 – Director of Public Health & Social Services – Article 7 School Sanitation and Guam Department of Education, Guam Education Board (GEB) Policies at <https://sites.google.com/a/gdoe.net/guam-education-board/GEB-Policies> and other applicable regulatory agencies.

2.3. PROJECT DESCRIPTION

2.3.1. GENERAL CLEANING SCOPE

The scope of work encompasses all requirements cited herein:

Contractor must ensure all areas throughout each school campus are maintained in a clean and orderly manner at all times ensuring high housekeeping standards to all classrooms, administrative offices, nurse/health offices, storage rooms, restrooms, computer labs, entrances and exits, hallways, walkways, *cafeteria dining areas, stages, general assembly areas, stairways, elevators, lounges, conference rooms, vocational shops, libraries, fine arts auditoriums, gymnasiums and other areas within the campus, including surrounding areas, general grounds, perimeter fence lines, parking facilities, sports fields and playground/recreational areas. It is essential that consistent restroom cleaning procedures are followed to prevent cross contamination and also improves efficiency and reduces overall labor time.

*Note: Dining areas in GDOE operated Cafeterias must be cleaned in accordance to the requirements within this IFB. Dining areas in Outsourced Cafeterias are only cleaned when used for instructional purposes or general assembly. GDOE operated cafeterias include DL Perez Elementary, JQ San Miguel Elementary, and Ordot Chalan Pago Elementary. All other school cafeterias are outsourced.

General Floor Plans for all thirty six (36) schools may be obtained at the following link:
https://drive.google.com/drive/folders/1sLnzgzrCLX_iBsMC-hPaR6xA9UfBRQT?usp=sharing.

Tiyan High School's Custodial Services shall be limited to the following areas: Eighty Four (84) Classrooms, One (1) Library and two (2) gymnasiums.

Astumbo Elementary (Northern) and Merizo Elementary (Southern) are optional additives that will not be a part of the evaluation of this bid. GDOE may, at its discretion, incorporate the two schools into the contract if determined to be in the best interest of GDOE.

2.3.2. CONTRACTOR PERSONNEL MANAGEMENT

Contractor shall predetermine the number of personnel assigned to each school based on the cleaning requirements, the size of the school and the student population, specified in ATTACHMENT A. Personnel must be present at all times during the hours of operation to ensure full coverage of custodial duties and to also address sanitary issues that may arise throughout the day.

Staff Assignment by Location(s) is due to GDOE Contract Manager two (2) weeks after the execution of the contract as well as monthly thereafter.

Custodial services shall commence at 8:00am and must be completed at 5:00pm daily throughout the contract term, with the exception of weekends and Government of Guam holidays. Special arrangements must be made with the Contract Manager

and School Representative for any work that need to be completed after normal working hours. Adjustments in daily service hours may be considered to address after hour work.

Contractor shall ensure proper supervision of services at all locations. All personnel of the contractor, while on GDOE premises, will be identified by an employee badge and uniform with company logo, to be worn at all times while on campus. Any personnel that do not have the proper identification and uniform shall not be allowed on GDOE premises. GDOE reserves the right to require immediate replacement of any personnel employed whose continued presence is not in the best interest or is harmful to the safety of GDOE, its students, staff, or visitors, as determined by the Contract Manager, provided such replacement does not violate any local, state, or federal laws.

Contractor is responsible for managing, supervision, and training of its personnel, including on-call staff. Contractor must ensure all of its personnel demonstrate professional conduct and abide by all GDOE rules, regulations, policies, procedures, and protocols, including but not limited to, those applicable to service excellence, customer service, safety, dress code, health standards, sexual harassment, personal, and professional conduct.

A detailed list of key personnel (manager/supervisor) for each location is due to GDOE Contract Manager two (2) weeks after the execution of the contract as well as two (2) weeks prior to each contract renewal period. This list of key personnel must include position title, name, primary contact number, alternative contact number, office number, fax number, and email address.

2.3.3. CONTINUOUS QUALITY IMPROVEMENT

Contractor will recommend, and with GDOE approval, implement quality improvement programs at GDOE and will develop and implement additional quality assurance programs as GDOE or Contractor may deem necessary or appropriate. Programs shall, at minimum, comply with regulatory and contractual requirements applicable to GDOE and the Custodial Contract.

2.3.4. PERFORMANCE REPORTS AND INVOICING

Monthly performance reports shall be presented to GDOE School Administrative Staff in hard copy and electronic form for approval. The reports shall include all completed weekly checklists for the month, a sample is provided in **ATTACHMENT B**. Once approved, Contractor shall submit approved monthly performance report with the monthly invoice to GDOE Contract Manager for approval and processing.

It is the Contractor's responsibility to ensure that monthly performance reports are received and approved by School Administrator in a timely manner.

2.3.5. EQUIPMENT AND SUPPLIES

The purchase and maintenance of all equipment and supplies required to fully execute this contract shall be the sole responsibility of the Contractor. Adequate inventory of supplies must be kept in school grounds. GDOE will provide locked storage spaces, but shall not be responsible for any losses. Contractor shall have sole access to its assigned storage space. Spare key shall be provided to GDOE Contract Manager and School Administrator. All equipment shall be properly maintained, and kept in clean condition.

Hand towel, soap and tissue dispensers shall be installed upon commencement of the contract. Defective or damaged dispensers shall be replaced within twenty four (24 hours) from the time contractor receives notification from school officials or GDOE Contract Manager, at no additional cost to GDOE.

A detailed list of all equipment and supplies that contractor will utilize must be submitted to GDOE Contract Manager within two (2) weeks after the execution of the contract and two (2) weeks prior to each renewal period.

Contractor must supply a current Material Safety Data Sheet (MSDS) of all cleaning chemicals and maintain this file in the designated storage room for each school. A copy shall also be submitted to the GDOE Contract Manager within two (2) weeks after the execution of the contract and two (2) weeks prior to each renewal period.

The Contractor must provide employees with all needed safety equipment, protective devices and personal protective equipment (PPE) necessary to perform their duties and to ensure the safety of all occupants of each school location.

2.3.6. INTERRUPTION OF SERVICES / EMERGENCIES

Contractor shall be excused from any delay or failure in performance caused by reason of any occurrence beyond its reasonable control, including but not limited to, natural disasters, fire, earthquakes, or other acts of nature. The obligations of the Contractor shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption at no cost to GDOE.

In the event of an emergency, the Contractor shall make additional labor, equipment, and supplies available as required. These requests may be the result of natural disaster, fire, flooding, vandalism or other cause. Additional services shall be negotiated separately with the contractor.

2.3.7. SPECIAL EVENTS

In the event of special activities after hours, such as Graduations, Promotions, Board Meeting, State of Education Address, and Open House, contractor shall be notified two weeks in advance. Adjustments in daily service hours may be considered to address special events.

2.3.8. SUMMER SCHOOL

GDOE designates various school sites to host Summer School Programs. The Contractor will be informed at least two (2) weeks prior to the commencement of Summer School Programs by GDOE Contract Manager. This notice will identify proposed Summer School Program locations and areas/classrooms or assembly areas to be utilized throughout the duration of the Summer School Programs. Contractor shall continue to provide Custodial Services throughout summer school at no additional cost to GDOE.

2.3.9. DISCREPANCIES, COMPLAINTS AND PENALTIES

Custodial services will be inspected by a designated school representative at the end of each day. Once inspected, weekly checklist (**ATTACHMENT B**) will be completed by the designated school representative. Any discrepancies or deficiencies in performance shall be corrected by personnel immediately. Should discrepancies occur constantly, school representative may submit a complaint form (**ATTACHMENT C**) to GDOE Contract Manager. Corrective action will be discussed with the Contractor and rectified immediately to ensure that discrepancies do not continue.

If the Contractor fails to provide satisfactory services that comply with the requirements of this IFB, the GDOE Facilities Maintenance Manager in consultation with the GDOE Contract Manager and School Administrator will determine if the deficiency justifies denial of monthly payment.

2.3.10. CLEANING REQUIREMENTS

All cleaning requirements set forth below shall be conducted throughout the year, including all rooms and areas used during school breaks.

2.3.10.1. DAILY CLEANING

All daily cleaning tasks shall be conducted in all applicable areas of the school. All occupied spaces, while school is in session, shall be cleaned at the end of the school day. All other areas shall be cleaned and maintained throughout the day using appropriate cleaner/disinfectant. Practice universal precautions when cleaning any blood or body fluid spills, or soiled materials that could contain potentially infectious substances.

- A. Floor Care Sweeping and Maintenance.** All floor surfaces in all areas throughout the school must be swept and maintained throughout the day ensuring floor surfaces are free of dirt and trash from every edge and corner.
- B. Metal and Plastic Surface Care.** Metal and plastic surfaces in all areas must be cleaned throughout the day and must be free of smears, stains, smudge and fingerprints.
- C. Drinking Fountains Cleaning and Maintenance.** All drinking fountains must be thoroughly cleaned and polished using approved FDA cleaning solution throughout the day and must be free of dirt, water spots, stains, and foreign objects.
- D. Toilet Cleaning and Maintenance.** Wash basins, sinks, water closets, urinals, toilets and other fixtures in all restrooms shall be cleaned and maintained, free of dirt, grime, dust, water spot, calcium buildup, rust, mold, excess moisture, bodily fluids and waste throughout the day using appropriate cleaner/disinfectant. Work shall include light maintenance work such as unclogging of toilets and sinks when the need arises.
- E. Restroom Floor Care Mopping.** Restroom and locker room floor surfaces shall be damp-mopped daily using appropriate cleaner/disinfectant throughout the day. Floors shall not have standing water and floor drains must be cleared of debris at all times.

- F. **Toiletries and Amenities Replenishment.** Paper towel, toilet tissue, and hand soap dispensers shall be maintained and replenished throughout the day. Dispensers shall have no less than one-fourth (1/4) supply level at all times and must be fully replenished at the end of the day.
- G. **Plumbing Fixtures and Other Metal / Plastic Surfaces Cleaning.** Fixtures and other metal surfaces (wash-basin fixtures, sink faucet assemblies, water closet flush valves, urinals flush valves, toilets flush valves, shower fixtures, heads, mixing valves, etc.) in all locations shall be maintained clean and bright, free of dirt, grime, dust, water spot, calcium buildup, rust, mold, encrustation, or excess moisture throughout the day using appropriate cleaner/disinfectant.
- H. **Trash Collection and Disposal.** Trash receptacles in all areas shall be emptied and thrown in proper solid waste containers. A watertight disposable plastic liner shall be used in each container, with one extra plastic liner placed in the bottom of each trash receptacle. All trash collected shall be properly bagged, sealed and segregated based on regulatory requirements. Contractor shall have sole access to the use of solid waste bins and will be responsible for securing the bins after each use. Contractor shall immediately inform the Contract Manager of illegal dumping. Cardboard bins located in schools are strictly for GDOE cafeteria use. Any cardboard brought into school grounds by the Contractor shall be removed on a daily basis.
- I. **Passenger Elevator, Material and Chair Lift Cleaning and Maintenance.** All interior and exterior surfaces, walls, floors, and ceilings, and door tracks within elevator cab or lift shall be cleaned and maintained free of oil, grease, dirt, grime, dust, fingerprints, smudges, and residue throughout the day. If cleaning requires elevator shut down, GDOE Contract Manager must be informed for proper coordination.
- J. **Exterior Concrete Surface Sweeping and Maintenance.** All exterior concrete surfaces, parking areas, sidewalks, driveways, courts, primary and alternate entrances, canopy areas, stages, stairs, and landings shall be swept and maintained throughout the day to ensure all areas are free of trash and debris.
- K. **Exterior Grounds Debris Removal and Disposal.** All debris from exterior grounds, sports fields and fencing perimeters shall be removed from ground area and placed in appropriate solid waste containers located on school ground. Exterior grounds, playgrounds, sports fields, and fencing perimeters shall be free of all paper, trash, green waste and other discarded material throughout the day.

2.3.10.2. WEEKLY CLEANING

All weekly cleaning tasks shall be conducted in all applicable areas of the school. All occupied spaces, while school is in session, shall be cleaned at the end of the school day. All other areas shall be cleaned throughout the day.

- A. **Carpet Cleaning and Maintenance.** All carpet surfaces throughout the school shall be vacuumed once (1) every week or more frequently in cases of emergency and must be free of dirt, dust, smears, stains and other debris. Excessive buildup, spillage, or crusted material shall be removed using approved carpet cleaning chemical sprays or soaking solutions. There shall be no evidence of fuzz caused by harsh rubbing, brushing, nor fading caused by cleaning solutions. Carpet surfaces include area carpets, area rugs, and entrance mats. Relocation and replacement of furnishings for accessibility during cleaning is the sole responsibility of the contractor.
- B. **Dusting and Damp Wiping.** All horizontal and vertical surfaces and furniture including corners, crevices, crown molding, cove base, ledges and seals shall be dusted and damp wiped at minimum once a week.
- C. **Floor Care Mopping.** All floor surfaces must be damp mopped at a minimum once a week on Fridays. Finished floor areas shall have a uniform luster.
- D. **Metal and Plastic Care and Polishing.** All chrome-plated and polished metal surfaces shall be polished weekly, utilizing appropriate polishing compounds to maintain a uniformed luster.
- E. **Trash Receptacle Disinfecting.** All trash receptacles shall be disinfected and wiped clean at minimum once a week or more often as needed, using an approved disinfectant.
- F. **Raised Floors and Bleachers Cleaning.** All areas that consist of raised floors, bleachers, stages, and other areas where floor surfaces are below or underneath shall be thoroughly cleaned at minimum once a week. Damp wiping of these surfaces is required to ensure that all related systems are thoroughly cleaned.
- G. **Exterior Concrete Surface Flushing.** All exterior concrete surfaces, primary and alternate entrances, canopy areas, stages, stairs, parking areas, sidewalks, driveways, courts and landings shall be flushed with water at minimum once a week to remove all dirt, dust, and grime.

2.3.10.3. MONTHLY CLEANING

All monthly cleaning tasks shall be conducted in all applicable areas of the school. All occupied spaces, while school is in session, shall be cleaned at the end of the school day. All other areas shall be cleaned and maintained throughout the day.

- A. **Interior Glass and Window Maintenance.** All interior glass, screens, and Plexiglas window covers, seals and ledges throughout the school shall be cleaned once every month and shall be free of debris, streaks, watermarks, spots, and grime.

2.3.10.4. QUARTERLY CLEANING

All quarterly cleaning tasks shall be conducted in all applicable areas of the school and shall be completed in September, December (Christmas Break), March (Easter Break), and June (Summer Break). A proposed cleaning schedule shall be submitted to the GDOE Contract Manager two (2) weeks prior to the school break and two (2) weeks prior to September. Service shall not commence until the proposed cleaning schedule is approved by the GDOE Contracts Manager.

- A. **High Cleaning and Dusting.** All surfaces, furnishings and fixed equipment throughout the school shall be dusted and damp-wiped from floor to ceiling and free of dirt, dust, and debris on a quarterly basis.
- B. **Exterior Glass and Window Maintenance.** All exterior windows and related glass surfaces throughout the school shall be cleaned on a quarterly basis.
- C. **Wood Surface Cleaning and Maintenance.** All wooden surfaces shall be cleaned and polished on a quarterly basis and shall be free of grease, dirt, fingerprints and smudges.
- D. **Door Care Cleaning and Maintenance.** All door panels, door jambs, thresholds, and related hardware shall be damp wiped and disinfected on a quarterly basis and shall be free of grease, dirt, fingerprints and smudges.

2.3.10.5. SEMI-ANNUAL CLEANING

All semi-annual cleaning tasks shall be conducted in all applicable areas of the school. Tasks shall be scheduled during Christmas Break and the summer months, when school is not in session, and must be completed no later than two (2) weeks before the end of school break. A proposed cleaning schedule shall be submitted to the GDOE Contract Manager two (2) weeks prior to the school break. Service shall not commence until the proposed cleaning schedule is approved by the GDOE Contracts Manager.

- A. **High Traffic Areas Floor Care Spray Buffing.** All floors located in high traffic areas such as main entrances and exits, main lobbies, and GDOE-operated cafeteria dining areas shall be spray buffed semi-annually with a low speed buffer.
- B. **Restroom Floor Care and Cleaning.** All restroom floors shall be cleaned using appropriate means and methods based on the type of flooring encountered to remove foreign substances, stains, odors, mold, mildew, soap residue, rust stains, calcium buildup etc. The described methods shall also apply to tile and grout as applicable. Grout shall be sealed with grout sealer. It is essential that consistent restroom cleaning procedures are followed to prevent cross contamination and also improves efficiency and reduces overall labor time.

2.3.10.6. ANNUAL CLEANING

All annual cleaning tasks shall be conducted in all applicable areas of the school. Tasks shall be scheduled during the summer months, when school is not in session, and must be completed no later than two (2) weeks before the start of the new school year. A proposed cleaning schedule shall be submitted to the GDOE Contract Manager two (2) weeks prior to the end of the school year. Service shall not commence until the proposed cleaning schedule is approved by the GDOE Contracts Manager.

- A. **Carpet Care Shampoo Cleaning.** All carpet surfaces throughout the school shall be shampooed using approved commercial machinery annually. Carpet surfaces include area carpets, area rugs, and entrance mats. Relocation and replacement of furnishings for accessibility during cleaning is the sole responsibility of the contractor.
- B. **Floor Care Stripping and Waxing.** All floor surfaces with resilient floors shall be stripped of old floor finish and waxed with two (2) coats of an approved penetrating floor sealer/wax annually. Floor sealer/wax must be able to fill pores of the matrix and becomes a bonded integral part of the finished floor surface and must be evenly coated and slip resistant. Relocation and replacement of furnishings for accessibility during cleaning is the sole responsibility of the contractor. Any damages to the floors due to excessive water during the stripping and waxing process shall be repaired or replaced by the Contractor. Contractor must follow the proper procedures as described in the sealer/wax directions.

2.3.11. MISCELLANEOUS REQUIREMENTS

- 2.3.11.1. In an effort to conserve energy, lights shall be used only in areas where work is being performed. Lighting not controlled by timers or photocells shall be turned off once area has been thoroughly cleaned and serviced.

- 2.3.11.2. Mechanical equipment controls for ventilation and air-conditioning systems must not be adjusted by personnel.
- 2.3.11.3. Water conservation efforts must be practiced at all times. When not in use, all faucets, spigots, water valves and fixtures must be properly secured. Any water leaks must be reported to School Representatives and GDOE Contract Manager immediately.
- 2.3.11.4. Windows and doors must be properly secured when cleaning services are completed for the day. Keys must be returned to proper secured designated location at the end of each service day.
- 2.3.11.5. Any lost and found items must be turned in to the School Administrator immediately.
- 2.3.11.6. All fans, cleaning supplies, carts, or other equipment used for cleaning must be properly secured at the end of each day.
- 2.3.11.7. Personnel must be aware of proper procedures when scheduled or unscheduled fire drills, other emergency related drills, exercises, or actual emergencies occur.
- 2.3.11.8. Personnel must report any smoke and/or fire hazards to the School Administrator immediately. If fire can be safely extinguished by the Contractor staff, Contractor staff must execute and comply with this requirement, provided training records for fire safety have been completed and documented.
- 2.3.11.9. Personnel must report any damaged equipment, property, utility system, lost items, stolen items, or vandalism to School Administrator immediately.
- 2.3.11.10. Personnel must respond to cleaning requests immediately during normal hours of operation with cleaning related tasks.
- 2.3.11.11. In the event of unauthorized or suspicious persons on the facility grounds, personnel must notify the Administrative Office Staff immediately.
- 2.3.11.12. Any damage to school property caused by Contractor's personnel shall be repaired or replaced by the Contractor immediately, at no additional cost to GDOE.

2.3.12. PROJECT SUBMITTALS AFTER AWARD

The following represents required submittals throughout the contract term. GDOE, at its discretion, may request for the submittals more often as needed.

Submittal	Frequency
Staff Assignment by Location(s)	Initial commencement, Monthly
List of Key Personnel	Initial commencement, Annually
Equipment and Supply Inventory Listing	Initial commencement, Annually
Material Safety Data Sheet(s) by Location	Available at all times in each location
Material Safety Data Sheet (MSDS) Listing, Inventory and Updates	Initial commencement, Annually
Quarterly Cleaning Schedule	Quarterly (two weeks prior to school break)
Semi-Annual Cleaning Schedule	Semi-Annually (two weeks prior to school break)
Annual Cleaning Schedule	Annually (two weeks prior to school break)

2.4. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS

Jon U. Quidachay, GDOE Facilities and Maintenance Manager, Acting
 John C. Flores, Building Maintenance Superintendent, GDOE Facilities & Maintenance

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION

3.1. GENERAL INSTRUCTIONS

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

3.1.1. COMMUNICATION REGARDING THE IFB

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL BIDDER WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO KATHRINA O. BAYSON, BUYER SUPERVISOR II AT kobayson@gdoe.net or BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE IFB 013-2018 IN THE SUBJECT OR REFERENCE LINE.

3.1.2. MULTI-PART BID

This solicitation is a MULTI-PART BID and will be evaluated based on the total lump sum pricing submitted for each district and will be awarded to the lowest, most responsive and responsible bidder for each district. GDOE will not evaluate based on the total lump sum price.

3.1.3. ACCEPTABLE FORMAT OF BIDS

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

The bid envelope should be plainly marked as follows:

<p>The Guam Department of Education Invitation for Bid No. 013-2018</p> <p>Bidder's Name: _____ Bidder's Address: _____ Submittal Date: ___/___/___ Submittal Time: ___:___ a.m./p.m.</p> <p>Attention: KATHRINA O. BAYSON BUYER SUPERVISOR II</p>
--

3.1.4. TIME AND DATE FOR RECEIPT OF BIDS

Bids must be received by GDOE no later than:

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

DATE: Thursday, July 19, 2018

PLACE: Guam Department of Education, Supply Management Office

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

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

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

MAILING/PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 013-2018
500 MARINER AVENUE, SUITE A-13
BARRIGADA, GUAM 96913-1608

3.1.5. RECEIPT AND OPENING OF BIDS

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

3.1.6. BID SUBMISSION FORM

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

3.1.7. IRREVOCABLE BID PRICE

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

3.1.8. ALTERNATE OR MULTIPLE BIDS NOT ACCEPTED

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

3.1.9. LATE BIDS NOT ACCEPTED

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

3.1.10. MODIFICATION OR WITHDRAWAL OF BIDS

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

3.1.11. TRADE SECRETS AND OTHER PROPRIETARY DATA

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

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

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

3.1.12. ACKNOWLEDGEMENT OF AMENDMENTS TO IFB

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

3.1.13. PRE-BID CONFERENCE

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

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

TIME: 3:00 p.m. Chamorro Standard Time (ChST)
DATE: Monday, July 02, 2018

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

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

3.1.14. PRE-BID WRITTEN QUESTIONS

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

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

TIME: 3:00 p.m. Chamorro Standard Time (ChST)
DATE: Friday, July 06, 2018

3.1.15. EXPLANATION TO BIDDERS

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

3.1.16. BOND REQUIREMENTS, PERFORMANCE, AND PAYMENT GUARANTEES

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

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

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

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

3.2. GENERAL INFORMATION

3.2.1. EVALUATION FACTORS FOR AWARD

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

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

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

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

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

3.2.2. DETERMINATION OF RESPONSIBILITY

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

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

3.2.3. NOTICE OF AWARD

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

Any award pursuant to this IFB will not be complete until an agreement for the scope of work and the project is fully executed by the selected Bidder, GDOE, and other required parties. A sample agreement is included in this IFB as **ATTACHMENT D**. GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

3.2.4. DURATION OF AWARD

The duration of this award shall be for one (1) year upon receipt of the Executed Agreement, Notice to Proceed, and Purchase Order or through September 30, 2019 with the option to renew for up to four (4) additional one-year periods, provided all terms, conditions, specifications and pricing remain the same. Year one (1) shall commence no earlier than October 1, 2018.

3.2.5. OPTION TO RENEW

GDOE reserves the right to exercise its option to renew upon notification and mutual agreement/consent of both parties, and is subject to the availability of funds. Prior to the start of any renewal terms, Contractor shall submit written assurance that it shall comply with the most recent Wage and Benefits Determination for Guam promulgated by the U.S. Department of Labor.

3.2.6. SPECIAL PERMITS AND LICENSES

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

3.2.7. CONTRACT TYPE

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

3.2.8. FUNDING SOURCE

This project is 100% locally funded.

3.2.9. DELIVERY OF GOODS

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

3.2.10. METHOD OF PAYMENT

The successful Bidder shall submit invoice(s) to GDOE for payment upon delivery of goods or required services as defined in Section 3.2.9 – DELIVERY OF GOODS.

3.2.11. INSPECTION AND ACCEPTANCE OF GOODS

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

3.2.12. VENDOR PERFORMANCE

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

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

3.2.13. JUSTIFICATION OF DELAY

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

3.2.14. LIQUIDATED DAMAGES

When the Contractor is given notice of delay or nonperformance as specified in 2GAR Div 4 § 6101(d) of the Termination for Default Clause of this IFB and fails to cure in the time specified, the Contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the vendor is terminated for default, or until the vendor provides the supplies or services if the vendor is not terminated for default. To the extent that the vendor's delay or nonperformance is excused under 2GAR Div 4 § 6101(d) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this IFB, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than delay.

3.2.15. PHYSICAL LIABILITY

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

3.2.16. TAXES

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

3.2.17. AUTHORITY TO ISSUE THIS IFB

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

3.2.18. COSTS OF BID PREPARATION

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

3.2.19. BID SAMPLES AND DESCRIPTIVE LITERATURE

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

3.2.20. BRAND NAME OR EQUAL

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

3.2.21. CANCELLATION OF CONTRACTS

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

Section 4 - TERMS AND CONDITIONS

4.1. REFERENCE TO LAW AND REGULATIONS

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

4.2. LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

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

4.3. LAWS TO BE OBSERVED

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

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

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

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

4.5. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

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

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

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

4.7. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

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

Bidders must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the bidder's response to this IFB. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e). *AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with the Bid.*

4.8. REPRESENTATION REGARDING ETHICAL STANDARDS

Bidders must affirm that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. *AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with the Bid.*

4.9. REPRESENTATION REGARDING CONTINGENT FEES

Bidders must affirm that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, in accordance with 5 GCA § 5631. *AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with the Bid.*

4.10. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

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

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

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

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

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

4.11. WAGE AND BENEFIT DETERMINATION FOR SERVICES

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

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

4.12. EQUAL EMPLOYMENT OPPORTUNITY

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

4.13. MANDATORY DISPUTES CLAUSE

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

arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

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

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

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

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

4.15. RIGHT OF GDOE TO CANCEL OR REJECT BIDS

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

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

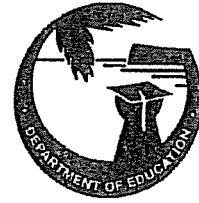
GDOE may resolicit for bids when it is deemed to be in the best interest of GDOE.

Section 5 - FORMS REQUIRED IN RESPONSE TO IFB

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

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

**GOVERNMENT OF GUAM
 GUAM DEPARTMENT OF EDUCATION
 500 MARINER AVENUE, SUITE A-13
 BARRIGADA, GUAM 96913
 TEL: 671-475-0438 | FAX: 671-475-5001**



BID BOND

No. _____

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

WHEREAS, the Principal has submitted a bid for IFB No. 013-2018: CUSTODIAL SERVICES FOR VARIOUS GDOE PUBLIC SCHOOLS

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

Signed and sealed this _____ day of _____ 20_____.

 (PRINCIPAL) (SEAL)

 (WITNESS)

 (WITNESS)

 (TITLE)

 (SURETY) (SEAL)

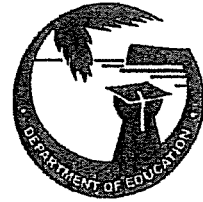
 (TITLE)

 (ATTORNEY-IN -FACT)

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

GDOE Procurement Form 001

SPECIAL PROVISIONS



**RE: GDOE IFB 013-2018
CUSTODIAL SERVICES FOR VARIOUS GDOE PUBLIC SCHOOLS**

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

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

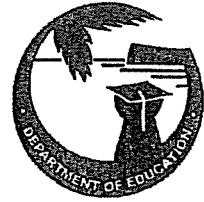
GUAM CLEANING MASTERS
COMPANY NAME

ALEX THOMAS
NAME OF AUTHORIZED REPRESENTATIVE

JULY 26, 2018
SIGNATURE/DATE

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

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT
www.gdoe.net/procurement
500 MARINER AVENUE, SUITE A-13
BARRIGADA, GUAM 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001



INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM

CUSTODIAL SERVICES FOR VARIOUS GDOE PUBLIC SCHOOLS

INVITATION FOR BID (IFB): 013-2018

Pursuant to 2 GAR §3109(l)(2),

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

The opened bids shall be available for public inspection *except to the extent the bidder designates trade secrets or other proprietary data to be confidential* as set forth in 2 GAR §3109(l)(3).

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

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

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

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

I, ALEX THOMAS, an authorized representative of GUAM CLEANING MASTERS hereby request that the sections and page numbers listed below of the bid submitted in response to **GDOE IFB No. 013-2018** be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: ALEX THOMAS

Title: OWNER

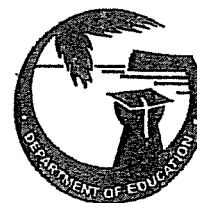
Company: GUAM CLEANING MASTERS

Signature

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

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT
www.gdoe.net/procurement
500 MARINER AVENUE, SUITE A-13
BARRIGADA, GUAM 96913

Telephone: (671) 475-0438/Fax: (671) 472-5001



LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

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

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

1. I, ALEX THOMAS, representative for GUAM CLEANING MASTERS, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. 013-2018. By filing in this information and placing my signature below, I understand that Guam Department of Education will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied for GDOE IFB No. 013-2018.
2. I, _____, representative for _____, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for GDOE IFB No. 013-2018.

Name: ALEX THOMAS

Title: OWNER

Signature: _____

Tel #: 671.646.2002

Address: P.O. BOX 9500

Fax #: 671.646.4707

DEDEDO, GUAM 96929

Email: guamcleaningmasters@yahoo.com

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

Section 6 - BID FORMS AND ATTACHMENTS

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

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

BID FORM

IFB 013-2018 Custodial Services for Various GDOE Public Schools

Item No.	Location	(A) No. of Months	(B) Monthly Price	(C) Total Price <small>(Column A x B)</small>
I. Northern District				
Elementary				
1	DL Perez Elementary	12		
2	Finegayan Elementary	12		
3	Juan M Guerrero Elementary	12		
4	Machananao Elementary	12		
5	Maria Ulloa Elementary	12		
6	Upl Elementary	12		
7	Wettengel Elementary	12		
Middle				
8	FB Leon Guerrero Middle	12		
9	VSA Benavente Middle	12		
High				
10	Simon Sanchez High	12		
I. Northern District Total				

Item No.	Location	(A) No. of Months	(B) Monthly Price	(C) Total Price <small>(Column A x B)</small>
II. Central District				
Elementary				
11	Agana Heights Elementary	12		
12	BP Carbullido Elementary	12		
13	Chief Brodie Elementary	12		
14	CL Taitano Elementary	12		
15	HB Price Elementary	12		
16	JQ San Miguel Elementary	12		
17	Lyndon B Johnson Elementary	12		
18	Ordot Chalan Pago Elementary	12		
19	PC Lujan Elementary	12		
20	Tamuning Elementary	12		
Middle				
21	Agueda Johnston Middle	12		
22	Jose Rios Middle	12		
23	LP Untalan Middle	12		
High				
24	George Washington High	12		
25	Tiyan High	12		
II. Central District Total				

COMPANY NAME: _____

BID FORM

IFB 013-2018 Custodial Services for Various GDOE Public Schools

Item No.	Location	(A) No. of Months	(B) Monthly Price	(C) Total Price <small>(Column A x B)</small>
III. Southern District				
Elementary				
26	HS Truman Elementary	12		
27	Inarajan Elementary	12		
28	Marcial Sablan Elementary	12		
29	MU Lujan Elementary	12		
30	Talofafo Elementary	12		
Middle				
31	Inarajan Middle	12		
32	Oceanview Middle	12		
High & Alternative				
33	JP Torres Success Academy	12		
34	Southern High	12		
III. Southern District Total				

Optional Additives

Optional Additives will not be a part of the evaluation of this bid. GDOE may, at its discretion, incorporate the two schools into the contract if determined to be in the best interest of GDOE.

Item No.	Location	(A) No. of Months	(B) Monthly Price	(C) Total Price <small>(Column A x B)</small>
1	Astumbo Elementary	12		
2	Merizo Elementary	12		

BIDDER REPRESENTATION

By signing below, I represent that I am an authorized representative and I certify that the information provided on this Bid Form is true and correct. And by submission of this bid, the company is making an offer to provide the work described in GDOE IFB 013-2018 for the prices stated above. I also confirm that the bid price shall remain firm and irrevocable for the term of the award and any renewals thereafter.

Company Name _____

Print Name of Authorized Representative _____

Title _____

Signature of Authorized Representative _____

Date _____

() MARK IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
ALEX THOMAS	P.O. BOX 9500	100%
_____	DEDEDO, GUAM 96929	_____
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
N/A	N/A	N/A

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

 Signature of one of the following:

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

Subscribed and sworn to before me
 this ____ day of _____, 20__.

 NOTARY PUBLIC
 My commission expires: _____

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

CITY OF _____)
) ss.
ISLAND OF GUAM)

Procurement No.: IFB 013-18

Name of Offeror Company: GUAM CLEANING MASTERS

I, ALEX THOMAS hereby certify under penalty
of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

WD 15-5694 (Rev.-6) was first posted on www.wdol.gov on 01/16/2018

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5694
Revision No.: 6
Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.53
01012 - Accounting Clerk II		15.19
01013 - Accounting Clerk III		17.00
01020 - Administrative Assistant		17.67
01035 - Court Reporter		17.01
01041 - Customer Service Representative I		10.13
01042 - Customer Service Representative II		11.39
01043 - Customer Service Representative III		12.43
01051 - Data Entry Operator I		11.49
01052 - Data Entry Operator II		12.54
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.53
01090 - Duplicating Machine Operator		13.53
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		18.94
01141 - Messenger Courier		10.30
01191 - Order Clerk I		12.41
01192 - Order Clerk II		13.48
01261 - Personnel Assistant (Employment) I		15.57
01262 - Personnel Assistant (Employment) II		17.25
01263 - Personnel Assistant (Employment) III		19.22
01270 - Production Control Clerk		20.05
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		15.19
01311 - Secretary I		15.19
01312 - Secretary II		17.01
01313 - Secretary III		18.94
01320 - Service Order Dispatcher		12.73
01410 - Supply Technician		17.67

01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.13
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	9.45
05400 - Transmission Repair Specialist	13.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.76
07042 - Cook II	12.49
07070 - Dishwasher	8.78
07130 - Food Service Worker	9.08
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.17
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.17
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.07
09130 - Upholsterer	16.17
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.00
11060 - Elevator Operator	9.00
11090 - Gardener	12.32
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.34
11240 - Maid or Houseman	8.78
11260 - Pruner	8.36
11270 - Tractor Operator	11.32
11330 - Trail Maintenance Worker	9.34
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.52
12011 - Breath Alcohol Technician	17.52
12012 - Certified Occupational Therapist Assistant	24.03
12015 - Certified Physical Therapist Assistant	24.03
12020 - Dental Assistant	13.38
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.52
12071 - Licensed Practical Nurse I	15.66
12072 - Licensed Practical Nurse II	17.52
12073 - Licensed Practical Nurse III	19.52
12100 - Medical Assistant	11.54

12130 - Medical Laboratory Technician	15.55
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	13.84
12195 - Medical Transcriptionist	15.66
12210 - Nuclear Medicine Technologist	38.49
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.52
12236 - Optical Technician	15.66
12250 - Pharmacy Technician	14.18
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	21.69
12320 - Substance Abuse Treatment Counselor	21.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.43
13013 - Exhibits Specialist III	27.43
13041 - Illustrator I	18.12
13042 - Illustrator II	22.43
13043 - Illustrator III	27.43
13047 - Librarian	24.84
13050 - Library Aide/Clerk	14.42
13054 - Library Information Technology Systems Administrator	22.42
13058 - Library Technician	15.13
13061 - Media Specialist I	16.18
13062 - Media Specialist II	18.12
13063 - Media Specialist III	20.19
13071 - Photographer I	15.51
13072 - Photographer II	17.33
13073 - Photographer III	21.48
13074 - Photographer IV	26.29
13075 - Photographer V	31.82
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.62
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	19.50
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23

15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	32.62
15086 - Maintenance Test Pilot, Rotary Wing	32.62
15088 - Non-Maintenance Test/Co-Pilot	32.62
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer, Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.17
19040 - Tool And Die Maker	20.32
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.05
21040 - Material Expediter	20.05
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.93
21150 - Stock Clerk	19.55
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.17
23120 - Bicycle Repairer	11.78
23125 - Cable Splicer	18.67
23130 - Carpenter, Maintenance	14.09
23140 - Carpet Layer	15.12
23160 - Electrician, Maintenance	17.68
23181 - Electronics Technician Maintenance I	15.12
23182 - Electronics Technician Maintenance II	16.17
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.07
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.03

23311 - Fuel Distribution System Mechanic	17.22
23312 - Fuel Distribution System Operator	13.03
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.03
23392 - Gunsmith II	15.12
23393 - Gunsmith III	17.22
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.27
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.22
23465 - Laboratory/Shelter Mechanic	16.17
23470 - Laborer	11.37
23510 - Locksmith	16.17
23530 - Machinery Maintenance Mechanic	19.12
23550 - Machinist, Maintenance	17.22
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	17.22
23592 - Metrology Technician II	18.31
23593 - Metrology Technician III	19.39
23640 - Millwright	17.22
23710 - Office Appliance Repairer	15.82
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.47
23810 - Plumber, Maintenance	16.40
23820 - Pneudraulic Systems Mechanic	17.22
23850 - Rigger	17.22
23870 - Scale Mechanic	15.12
23890 - Sheet-Metal Worker, Maintenance	15.28
23910 - Small Engine Mechanic	15.12
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.31
23965 - Well Driller	17.22
23970 - Woodcraft Worker	17.22
23980 - Woodworker	13.03
24000 - Personal Needs Occupations	
24550 - Case Manager	14.15
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	13.93
24620 - Family Readiness And Support Services Coordinator	14.15
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.22
25040 - Sewage Plant Operator	17.53
25070 - Stationary Engineer	17.22
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	17.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	8.90
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	8.92

27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.53
28042 - Carnival Equipment Repairer	12.20
28043 - Carnival Worker	9.03
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.39
29020 - Hatch Tender	18.39
29030 - Line Handler	18.39
29041 - Stevedore I	17.14
29042 - Stevedore II	19.67
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
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
30051 - Cryogenic Technician I	23.08
30052 - Cryogenic Technician II	25.49
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
30095 - Evidence Control Specialist	20.84
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	23.08
30222 - Latent Fingerprint Technician II	25.49
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	25.49
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	25.49
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	23.08
30502 - Weather Forecaster II	28.08
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74

Surface Programs		
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		28.85
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		8.12
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		9.18
31361 - Truckdriver, Light		9.43
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		13.89
31364 - Truckdriver, Tractor-Trailer		13.89
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.07
99030 - Cashier		9.03
99050 - Desk Clerk		9.70
99095 - Embalmer		23.85
99130 - Flight Follower		23.85
99251 - Laboratory Animal Caretaker I		19.65
99252 - Laboratory Animal Caretaker II		20.61
99260 - Marketing Analyst		19.10
99310 - Mortician		23.85
99410 - Pest Controller		14.61
99510 - Photofinishing Worker		12.53
99710 - Recycling Laborer		11.84
99711 - Recycling Specialist		17.90
99730 - Refuse Collector		11.26
99810 - Sales Clerk		9.46
99820 - School Crossing Guard		15.82
99830 - Survey Party Chief		21.30
99831 - Surveying Aide		12.11
99832 - Surveying Technician		15.74
99840 - Vending Machine Attendant		21.42
99841 - Vending Machine Repairer		27.06
99842 - Vending Machine Repairer Helper		21.42

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.41 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.13 per hour computed on the basis of all hours worked by service employees employed

Surface Programs		
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		28.85
31020 - Bus Aide		8.15
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.41 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.13 per hour computed on the basis of all hours worked by service employees employed

on the covered contracts. *

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company] GUAM CLEANING MASTERS.

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

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires _____, _____.

**IFB 013-2018 CUSTODIAL SERVICES FOR VARIOUS
GDOE PUBLIC SCHOOLS**

**ATTACHMENT A
SCHOOL LISTING**

IFB 013-2018 Custodial Services for Various GDOE Public Schools
ATTACHMENT A – School Listing

Item No.	Location	Floor Area (Square Feet)	Acreage	No. of Buildings	Student Population	Staff Population
Northern District						
Elementary						
1	Astumbo Elementary (Optional additive)	58,368	10	11	598	67
2	DL Perez Elementary *	79,002	11.2	12	657	85
3	Finegayan Elementary	78,973	16.7	17	849	88
4	Juan M Guerrero Elementary	67,233	14.4	20	711	73
5	Machananao Elementary	46,088	11	8	534	53
6	Maria Ulloa Elementary	103,108	10.8	22	719	73
7	Upl Elementary	99,864	17.3	22	882	92
8	Wettengel Elementary	73,895	15.5	19	701	85
Middle						
9	FB Leon Guerrero Middle	170,723	15.6	23	1,129	124
10	VSA Benavente Middle	101,833	21.9	16	1,171	124
High						
11	Simon Sanchez High	148,677	20.7	17	1,851	160
Central District						
Elementary						
12	Agana Heights Elementary	42,404	9	13	400	48
13	BP Carbullido Elementary	51,838	7.7	14	492	63
14	Chief Brodle Elementary	43,545	18	20	329	47
15	CL Taitano Elementary	64,971	5.8	14	602	70
16	HB Price Elementary	67,589	8.5	18	703	78
17	JQ San Miguel Elementary *	57,839	11.5	13	503	73
18	Lyndon B Johnson Elementary	27,671	10.2	29	243	35
19	Ordot Chalan Pago Elementary *	50,599	12	10	493	66
20	PC Lujan Elementary	55,758	14.4	11	387	67
21	Tamuning Elementary	59,692	7.7	6	595	73
Middle						
22	Agueda Johnston Middle	108,809	20	18	768	105
23	Jose Rios Middle	67,767	10.6	15	822	101
24	LP Untalan Middle	88,028	10.5	26	1,111	124
High						
25	George Washington High	187,435	52.2	23	1,630	170
26	Tiyan High **	90,198	N/A	11	1,294	129
Southern District						
Elementary						
27	HS Truman Elementary	51,486	9.6	13	372	51
28	Inarajan Elementary	62,656	12.5	16	241	35
29	Marcial Sablan Elementary	76,639	8.8	23	437	55
30	Merizo Elementary (Optional Additive)	34,410	15.4	16	270	34
31	MU Lujan Elementary	44,978	12.4	21	601	65
32	Talofoto Elementary	37,948	13.9	14	301	39
Middle						
33	Inarajan Middle	93,954	11.8	16	490	67
34	Oceanview Middle	109,057	22.8	16	435	75
High & Alternative						
35	JP Torres Success Academy	27,309	9	8	171	45
36	Southern High	534,246	41	22	1,397	147

Student and Staff population are based on School Year 2018-2019 official enrollment. Contractor must consider 10% additional due to potential changes.

* GDOE Operated Cafeterias

** Tiyan High's Custodial Services shall be limited to the following areas Eighty Four (84) Classrooms, One (1) Library and two (2) gymnasiums.

**IFB 013-2018 CUSTODIAL SERVICES FOR VARIOUS
GDOE PUBLIC SCHOOLS**

**ATTACHMENT B
SAMPLE CHECKLIST**

NAME OF SCHOOL: _____

CONTRACTOR: _____

DATE(S): _____

LEGEND: Y=Yes N=No N/A=Not Applicable

MONTH: JULY AUG SEPT (Q) OCT NOV DEC(Q) JAN FEB MAR(Q) APR MAY JUNE(Q)

WEEK: 1 2 3 4 5

TASK AND LOCATIONS	FREQUENCY	MON			TUES			WED			THURS			FRI		
		Y	N	N/A	Y	N	N/A	Y	N	N/A	Y	N	N/A	Y	N	N/A
Custodial Services Hours: 8:00AM to 5:00PM																
Daily Cleaning																
Floor Care Sweeping and Maintenance. All floor surfaces in all areas must be swept and maintained.	Throughout the Day															
Metal and Plastic Surface Care. Metal and plastic surfaces in all areas must be cleaned.	Throughout the Day															
Drinking Fountains Cleaning and Maintenance. All drinking fountains must be thoroughly cleaned and polished using approved FDA cleaning solution.	Throughout the Day															
Toilet Cleaning and Maintenance. Wash basins, sinks, water closets, urinals, toilets and other fixtures shall be cleaned and maintained.	Throughout the Day															
Restroom Floor Care Mopping. Restroom and locker room floor surfaces shall be damp mopped.	Throughout the Day															
Toiletries and Amenities Replenishment. Paper towel, toilet tissue, and hand soap dispensers shall be maintained and replenished throughout the day and must be fully replenished at the end of the day.	Throughout the Day															
Plumbing Fixtures and Other Metal/Plastic Surfaces Cleaning. Fixtures and other metal surfaces (wash-basin fixtures, sink faucet assemblies, water closet flush valves, urinals flush valves, toilets flush valves, shower fixtures, heads, mixing valves, etc.) shall be maintained clean and bright.	Throughout the Day															
Trash Collection and Disposal. Trash receptacles in all areas shall be emptied and debris shall be thrown in proper solid waste containers. A watertight disposable plastic liner shall be used in each container, with one extra plastic liner placed in the bottom of each trash receptacle. All trash collected shall be properly bagged, sealed and segregated based on regulatory requirements.	Throughout the Day															
Passenger Elevator, Material and Chair Lift Cleaning and Maintenance. All interior and exterior surfaces, walls, floors, and ceilings, and door tracks within elevator cab or lift shall be cleaned and maintained.	Throughout the Day															
Exterior Concrete Surface Sweeping and Maintenance. All exterior concrete surfaces, parking areas, sidewalks, driveways, courts, primary and alternate entrances, canopy areas, stages, stairs, and landings shall be swept and maintained.	Throughout the Day															
Debris Removal and Disposal. All debris from exterior grounds, sports fields and fencing perimeters shall be removed from ground area and placed in appropriate solid waste containers located on school ground.	Throughout the Day															
Weekly Cleaning																
Carpet Cleaning and Maintenance. All carpet surfaces throughout the school shall be vacuumed. Relocation and replacement of furnishings for accessibility during cleaning is the sole responsibility of the contractor.	Weekly															
Dusting and Damp Wiping. All horizontal and vertical surfaces and furniture shall be dusted and damp wiped.	Weekly															
Floor Care Mopping. All floor surfaces must be damp mopped.	Weekly															
Metal and Plastic Care and Polishing. All chrome-plated and polished metal surfaces shall be polished, utilizing appropriate polishing compounds to maintain a uniformed luster.	Weekly															
Trash Receptacle Disinfecting. All trash receptacles shall be disinfected and wiped clean, using an approved disinfectant.	Weekly															
Raised Floors and Bleachers Cleaning. All areas that consist of raised floors, bleachers, stages, and other areas where floor surfaces are below or underneath shall be thoroughly cleaned and damp wiped.	Weekly															
Exterior Concrete Surface Flushing. All exterior concrete surfaces shall be flushed with water.	Weekly															
Monthly Cleaning																
Interior Glass and Window Maintenance. All interior glass and windows shall be cleaned.	Monthly															

NAME OF SCHOOL: _____

CONTRACTOR: _____

DATE(S): _____

LEGEND: Y=Yes N=No N/A=Not Applicable

MONTH: JULY AUG SEPT (Q) OCT NOV DEC(Q) JAN FEB MAR(Q) APR MAY JUNE(Q)

WEEK: 1 2 3 4 5

TASK AND LOCATIONS	FREQUENCY	MON			TUES			WED			THURS			FRI		
Custodial Services Hours: 8:00AM to 5:00PM		Y	N	N/A	Y	N	N/A	Y	N	N/A	Y	N	N/A	Y	N	N/A
Quarterly Cleaning																
High Cleaning and Dusting. All surfaces, furnishings and fixed equipment throughout the school shall be dusted and damp-wiped from floor to ceiling.	Quarterly															
Exterior Glass and Window Maintenance. All exterior windows and related glass surfaces throughout the school shall be cleaned.	Quarterly															
Wood Surface Cleaning and Maintenance. All wooden surfaces shall be cleaned and polished.	Quarterly															
Door Care Cleaning and Maintenance. All door panels, door jambs, thresholds, and related hardware shall be damp wiped.	Quarterly															
Semi-Annual Cleaning																
High Traffic Areas Floor Care Spray Buffing. All floors located in high traffic areas such as main entrances and exits, main lobbies, and GDOE operated cafeteria dining areas shall be spray buffed with a low speed buffer.	Semi Annually															
Restroom Floor Care and Cleaning. All restroom floors shall be cleaned using appropriate means and methods based on the type of flooring encountered to remove foreign substances, stains, odors, mold, mildew, soap residue, rust stains, calcium buildup etc. The described methods shall also apply to tile and grout as applicable. Grout shall be sealed with grout sealer.	Semi-Annually															
Annual Cleaning																
Carpet Care Shampoo Cleaning. All carpet surfaces throughout the school shall be shampooed using approved commercial machinery Relocation and replacement of furnishings for accessibility during cleaning is the sole responsibility of the contractor.	Annually															
Floor Care Stripping and Waxing. All floor surfaces with resilient floors shall be stripped of old floor finish and waxed with two (2) coats of an approved penetrating floor sealer/wax. Relocation and replacement of furnishings for accessibility during cleaning is the sole responsibility of the contractor.	Annually															

OVERALL EVALUATION:

- VERY GOOD: No discrepancy throughout the week
- SATISFACTORY: Minor discrepancies noted but resolved during the wee
- NEEDS IMPROVEMENT: Discrepancies noted and being addressed
- UNSATISFACTORY: Discrepancies not being addressed as needed

FREQUENCIES

- DAILY-Throughout the day
- WEEKLY - Once per week or more often as needed
- MONTHLY - Once per month
- QUARTERLY - Once every three months
- SEMI-ANNUALLY - Two Times per year
- ANNUALLY - Once per year

COMMENTS:

GDOE SCHOOL INSPECTOR:

 Print & Sign

 Title

 Date

CONTRACTOR REPRESENTATIVE:

 Print & Sign

 Title

 Date

**IFB 013-2018 CUSTODIAL SERVICES FOR VARIOUS
GDOE PUBLIC SCHOOLS**

**ATTACHMENT C
SAMPLE COMPLAINT
FORM**

**IFB 013-2018 CUSTODIAL SERVICES FOR VARIOUS
GDOE PUBLIC SCHOOLS**

**ATTACHMENT D
SAMPLE AGREEMENT**

SAMPLE CONTRACT

(This is a sample document. [NAME] reserves the right to issue and execute a contract pursuant to this IFB and as allowed by law or regulations, and hereby reserves all other rights as stated in the IFB or otherwise applicable.)

**AGREEMENT BETWEEN GUAM DEPARTMENT OF EDUCATION
AND [VENDOR]
FOR SERVICES PURSUANT TO GDOE IFB 013-2018**

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF EDUCATION** ("GDOE"), an agency of the government of Guam, whose address is 500 Mariner Avenue, Barrigada, Guam 96913, and **[VENDOR]** ("Contractor"), whose address is

WHEREAS, GDOE issued an Invitation for Bid ("IFB") **GDOE IFB 013-2018** for **Custodial Services for Various GDOE Public Schools** attached herewith as **Exhibit 1**;

WHEREAS, GDOE has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GDOE to have such services performed under contract;

WHEREAS, Contractor responded to the IFB by submitting a Bid ("Bid") to provide services in accordance with the IFB, and was selected as the most qualified offeror;

WHEREAS, by submitting its Bid, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, GDOE desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. The Contractor shall provide professional consulting services for the GDOE, as described in the _____ dated _____ attached herein as **Exhibit 2**. Specified dates for performance of tasks may be amended by written agreement between GDOE and Contractor's authorized representative. Contractor shall provide status reports on the services performed as required under this Agreement or more frequently as requested by GDOE. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor engaged in the same and similar field as Contractor herein. GDOE may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. GDOE acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event GDOE discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by GDOE and GDOE may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by GDOE.

II. Term of Agreement.

A. This Agreement shall be effective upon its full execution by all necessary parties until _____. It may thereafter be renewed for up to _____ additional terms of one year upon written agreement between GDOE's Superintendent and Contractor's authorized representative. Such renewal shall be subject to the certification and availability of funds available for these services.

B. This Agreement will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. GDOE shall provide timely notice if funds are not available for continuation of contract beyond the fiscal year. In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs.

III. Compensation.

A. Compensation. Compensation for Services: Contractor shall receive compensation from GDOE for Services as provided for in the _____ dated _____ attached herein as **Exhibit 2** to this Agreement and in an amount not to exceed _____ (\$ _____).

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. GDOE shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Early Termination.

A. By GDOE. GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: GDOE may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the contract or such part of the

contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor.

(i) **Termination for Cause:** Contractor shall notify GDOE in writing of deficiencies or default in the performance of GDOE's duties under this Agreement. GDOE shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GDOE shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

C. Termination/Modification for Lack of Funds. GDOE may terminate or modify this Agreement based upon a lack of funding. In such an event, GDOE shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GDOE, the Contractor shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Contractor in which GDOE has an interest.

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GDOE may issue a new Request for Bid with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. **Contact Person.** The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GDOE. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GDOE reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. **Confidentiality.**

A. Information. The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Contractor to safeguard the confidentiality

of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GDOE. All of the Information shall be returned promptly after use to GDOE and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GDOE, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GDOE to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.

VIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

XIV. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XV. Scope of Agreement. This Agreement and its attachments, the IFB, and Bid collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and GDOE each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XVI. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. Governing Law and Forum Selection. Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XIX. Compliance with Laws.

A. In General. The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment. The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

C. Family and Educational Rights and Privacy Act.

Contractor acknowledges that certain information about GDOE students may be considered Education Records and that this information must be confidential by reason of the

Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and related regulations (collectively referred to as "FERPA"). Both parties agree to protect these records in accordance with FERPA and any relevant GDOE policy or standard operating procedure. Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by the Contract, (b) required by law, or (c) otherwise authorized by GDOE in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of the Contract. Contractor agrees to provide GDOE with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor will have procedures and solutions implemented to prevent unauthorized access, and the procedures will be documented and available for GDOE to review on request. Those employees allowed to send data and receive data to and from the Contractor must be identified and sign a non-disclosure agreement.

Accidental exposures of data covered by the Contract to unauthorized persons will result in the Contractor notifying GDOE within four (4) hours of discovery; failure to do will be considered a material breach of the Contract. Notification to those whose data have been exposed will occur, at Contractor's sole expense, by GDOE.

Within thirty (30) days after the termination or expiration of the term of the Contract for any reason, Contractor shall either: (a) return or destroy, as applicable, all sensitive data, including any data protected under FERPA, provided to the Contractor by GDOE, including all sensitive data, including any data protected under FERPA, provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities; or (b) in the event that returning or destroying the sensitive data, including any data protected under FERPA, is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Contractor must continue to protect all sensitive data, including any data protected under FERPA, that it retains and agree to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible as Contractor maintains such sensitive data, including any data protected under FERPA.

Contractor's computer(s) must be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems, which may be periodically tested by GDOE personnel.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by GDOE. GDOE agrees to comply with reasonable requests of Contractor to provide access to all documents and GDOE property reasonably necessary to the performance of Contractor's

services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

A. Indemnification. Contractor shall indemnify and hold harmless GDOE and its officers, agents, Board members and employees from or on account of any claims, losses, expenses, injuries, damages, actions, lawsuits, judgments, or liability resulting or arising from (but only to the extent caused or contributed to by) the negligent or wrongful act or omission or the Contractor or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance of services under this Agreement.

B. GDOE not Liable. GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXII. Delays, Extensions and Suspensions. GDOE unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. GDOE shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. GDOE shall have the power to make changes in the Agreement and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GDOE shall give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner,

procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GDOE materially alters the obligations of the Contractor, or the benefits to GDOE, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GDOE shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GDOE and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GDOE and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIV. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for GDOE, and are not employees of GDOE. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying IFB to this Agreement. Contractor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands,

costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance. Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor assumes all liability for, and hereby indemnifies GDOE from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

XXV. Disclosure. The Contractor hereby represents that it has disclosed to GDOE all matters regarding Contractor which if not disclosed to GDOE would materially affect GDOE's decision to enter into this Agreement with Contractor.

XXVI. Disposition of Property and Materials; Intellectual Property Rights.

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of GDOE, regardless of whether Contractor is in possession of such Work Product, and may be used by GDOE without permission from Contractor and without any additional costs to GDOE.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of GDOE. Contractor explicitly acknowledges that GDOE possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of GDOE.

XXVII. Mandatory Representations by Contractor:

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Contractor shall notify GDOE

Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXX. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XXXI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXII. Amendments/Modifications. Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

A. **Changes To Work.** Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. **Extension of Time to Perform Services.** This Agreement may be modified to extend time for Contractor to perform services upon writing signed by GDOE and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.

Exhibit “C”



GUAM CLEANING MASTERS

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PO Box 9500 Dededo, Guam 96929
guamcleaningmasters@yahoo.com
www.guamcleaningmasters.com



August 6, 2018

Ms. Katrina Bayson
Buyer Supervisor II
Office of Supply Management
Guam Department of Education
500 Mariner Avenue, Barrigada, Guam 96913-1608

Ref: Letter of Concern
GDOE-IFB-013-2018 Custodial Services for Various GDOE Public Schools

Dear Ms. Bayson,

We are writing to call your attention to concern about regarding opening of bids; the potential bidders may not be responsible bidders for an award.

As stated in GDOE Terms and Conditions section 3.2.2 titled; **"DETERMINATION OF RESPONSIBILITY"** Bidders should prepare to promptly provide to GDOE information relating to the bidder's responsibility. Such information may include but not limited to documentation of financial, personnel, and other resources of performance. Failure of a bidder to comply with a request by GDOE for information relating to responsibility may result in a determination that a bidder is not responsible and therefore disqualified from an award. Reference to 2GAR §3116

GDOE Terms and Conditions section 3.2.11 titled; **"INSPECTION AND ACCEPTANCE OF GOODS"** Bidders submitting bids in response to this IFB should be aware that GDOE will inspect and test ALL goods, supplies, materials or equipment delivered in response to the IFB. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in the IFB. Reference to 2GAR §3123

More specifically, we are concerned with the potential lowest bidders may not be financially, provide immediate personnel, readily available janitorial equipment and supplies to perform as required.

We only are looking forward to hear from your immediate response before Friday, August 10, 2018.

Respectfully,

ALEX THOMAS,
President/General Manager

cc: Bid File

Exhibit “D”

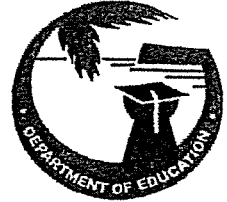


DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net/procurement

501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



JON J. P. FERNANDEZ
Superintendent of Education

CARMEN T. CHARFAUROS
Supply Management Administrator

August 10, 2018

Guam Cleaning Masters
P.O. Box 9500
Dededo, Guam 96929
Tel: (671) 646-2002
Fax: (671) 646-4707
Email: guamcleaningmasters@yahoo.com

Attn: Alex Thomas
Owner

Subject: Response to Letter of Concern dated August 6, 2018

Reference: Custodial Services for Various GDOE Public Schools
FORMAL INVITATION FOR BID: GDOE IFB 013-2018

Dear Mr. Thomas,

This letter is in response to your Letter of Concern dated August 6, 2018.

I would like to take this opportunity to thank you for letting us know of your concerns about the potential lowest bidders for the above referenced IFB.

As you have stated in your letter and as referenced in the IFB, Section 3.2.2 – DETERMINATION OF RESPONSIBILITY, "Responsibility of a bidder will be determined in accordance with 2 GAR Div. 4 §3116. Bidders should be prepared to promptly provide to GDOE information relating to the bidder's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of a bidder to comply with a request by GDOE for information relating to responsibility may result in a determination that a bidder is not responsible and therefore disqualified from an award."

GDOE, at its discretion, may request for additional information to determine the responsibility of a bidder. Should a bidder fail to comply with GDOE's request for additional information, GDOE may disqualify a bidder from award.

GDOE appreciates your concern and information, and because it is GDOE's role to determine responsibility, GDOE is aware of the importance in ensuring a potential contractor possesses or is able to possess the resources and personnel needed to execute the services. Because of those aforementioned details, GDOE prioritizes its due diligence and continues to research and confirm the responsibility of the potential winning bidder prior to award.

Thank you for your continued support. If you have any further questions, please feel free to contact our office via phone at (671) 475-0438 or via email at kobayson@gdoe.net. Kindly acknowledge receipt of this letter.

Acknowledgement Receipt

SHIND VARGHESE
Print Name

[Signature]
Signature

08-10-2018
Date

1:15 PM
Time

Sincerely,

[Signature]
CARMEN T. CHARFAUROS
Supply Management Administrator

Exhibit “E”

COPY

GUAM CLEANING MASTERS

Tel: (671) 848-2002 Fax: (671) 848-4701
PO Box 9500 Dededo, Guam 96929
guamcleaningmasters@yahoo.com
www.guamcleaningmasters.com

August 20, 2018

Mr. Jon J.P Fernandez
Superintendent of Education
Guam Department of Education
500 Mariner Avenue, B- Building, Ste. 116
Barrigada, Guam 96913

PROCUREMENT SECTION
RECEIVED

AUG 20 2018

DEPARTMENT OF EDUCATION

TIME: 10:49am INITIAL: *ky*

Ref: Letter of Protest
GDOE-IFB-013-2018 Custodial Services for Various GDOE Public Schools

Dear Mr. Fernandez,

Hafa Adai I am writing this letter of protest the recent decision made by GDOE Office of Supply Management.

Guam Cleaning Masters submitted a Letter of Concern dated August 06, 2018 and GDOE responded August 10, 2018 *stating at its discretion, may request for additional information determine the responsibility of a bidder. Should a bidder fail to comply with GDOE's request for additional information?*

Secondly, GDOE issued "Bid Status" dated August 17, recommended for award to Lucky Kids Lawn Care & Janitorial Services being the lowest bidder. Is GDOE decision to award without determining factors of responsibility in part of evaluation practices? This may have contradicts the due process in award in "best price offeror". GDOE may have over look lowest bidder creditability and capabilities is required to maintain large scale janitorial services. A stated GDOE requirements Terms and Conditions section 3.2.2 titled "Determination of Responsibility" and section 3.2.11 titled "Inspection and Acceptance of Goods" prior to final award determination.

In consideration, GCM met all requirements to qualify in responsiveness and responsibility base in financial creditability, personnel, and readily available janitorial equipment and immediate supplies to perform all school districts.

Please see attached following documents:

- Letter of Concern – dated 8/06/2018
- Response of Letter of Concern – dated 8/10/2018
- Bid Status – dated 8/17/2018

Respectfully,



ALEX THOMAS

President / General Manager

Cc: Office of Public Auditor

Exhibit “F”



Kathrina O. Bayson <kobayson@gdoe.net>

Site Visit

5 messages

Jim McFerran <jim.mcferran@amiguam.com>

To: kobayson@gdoe.net

Cc: Mary Toves <mary.toves@amiguam.com>

Fri, Jun 29, 2018 at 2:48 PM

Hello Ms. Bayson,

Advance Management, inc. formally requests a site visit for the Public Schools Custodial IFB 013-2018.
Please advise how we may set this up.

We would like to have 3 attendees.

Best regards,

Jim McFerran

Director of Business Development

ADVANCE MANAGEMENT INC.

Doing more for you!

198 Sanchez St., Ste 3, Barrigada, Guam 96913

Office: (671) 649-6488 Mobile: (671) 888-4767 Fax: (671) 646-3739

E-mail: jim.mcferran@amiguam.com Website: www.amiguam.com

"Safety is for Life-Just do it!"

Kathrina O. Bayson <kobayson@gdoe.net>

Fri, Jun 29, 2018 at 3:16 PM

To: "Jon U. Quidachay" <juquidachay@gdoe.net>, "John C. Flores" <john.flores@gdoe.net>, "Yolanda M. Duenas" <ymduenas@gdoe.net>, Randy Romero <rpromero@gdoe.net>

See below request from vendor regarding IFB 013-2018 Custodial Services.

Please advise if you feel it's necessary to have formal Site Visits at all schools or is it best to have vendors do site visits on their own and schedule with the school.

Kathrina Bayson**Buyer Supervisor II**

Office of Supply Management

Guam Department of Education

500 Mariner Avenue, Barrigada, GU 96913-1608

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

Email: kobayson@gdoe.net

Visit our website at www.gdoe.net/procurement.

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[Quoted text hidden]

Kathrina O. Bayson <kobayson@gdoe.net>

Fri, Jun 29, 2018 at 4:54 PM

17/08/2018

Guam Department of Education Mail - Site Visit

To: "Jon U. Quidachay" <juquidachay@doe.net>, "John C. Flores" <john.flores@gdoe.net>, "Yolanda M. Duenas" <ymduenas@gdoe.net>, Randy Romero <rpromero@gdoe.net>

Recommendation:

Mandatory Site Visit at ALL schools (1 hour or less per school, 5 schools a day for 7 days), but we will only focus on the following areas:

- Main Office
- Library
- Gym
- Court Yard
- 1 Restroom
- 1 Classroom
- Fine Arts Auditorium

Any other additional site visits, can be scheduled with the schools.

If we do this, I would need a representative from maintenance who knows the areas of the school to assist me or the buyer representing our office.

Please provide input.

Thanks,

Kathrina Bayson

Buyer Supervisor II

Office of Supply Management

Guam Department of Education

500 Mariner Avenue, Barrigada, GU 96913-1608

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

Email: kobayson@gdoe.net

Visit our website at www.gdoe.net/procurement.

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[Quoted text hidden]

Kathrina O. Bayson <kobayson@gdoe.net>
To: Jim McFerran <jim.mcferran@amiguam.com>
Cc: Mary Toves <mary.toves@amiguam.com>

Mon, Jul 2, 2018 at 8:34 AM

Your request has been received. I will be discussing this with the End User.

To further assist us in our decision, could you kindly provide a description of what you need to see and the reason for your request?

Thank you,

Kathrina Bayson

Buyer Supervisor II

Office of Supply Management

Guam Department of Education

17/08/2018

Guam Department of Education Mail - Site Visit

500 Mariner Avenue, Barrigada, GU 96913-1608
Tel: 671-300-1582 | Fax: 671-472-5001
Email: kobayson@gdoe.net

Visit our website at www.gdoe.net/procurement.

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[Quoted text hidden]

Jim McFerran <jim.mcferran@amiguam.com>

Mon, Jul 2, 2018 at 11:45 AM

To: "Kathrina O. Bayson" <kobayson@gdoe.net>, "Marcello M.C. Graniel" <marcello.graniel@amiguam.com>

Cc: Mary Toves <mary.toves@amiguam.com>, Gordon Tydingco <gordon.tydingco@amiguam.com>

Hi Ms. Bayson,
Thanks for your prompt response!
We would like to:

1. Most importantly, see a solid range of school's restrooms. This would mean, say, 10 schools.
2. Classrooms in general.
3. Food service areas in the contract
4. Count of dispensers in the various schools (we're responsible, and we'd like to know the extent of our commitment!)

Our best schedule day is for Thursday of this week.

Best regards, and thank you again!

Jim McFerran

Director of Business Development

ADVANCE MANAGEMENT INC.

Doing more for you!

198 Sanchez St., Ste 3, Barrigada, Guam 96913

Office: (671) 649-6488 Mobile: (671) 888-4767 Fax: (671) 646-3739

E-mail: jim.mcferran@amiguam.com Website: www.amiguam.com

"Safety is for Life-Just do it!"

[Quoted text hidden]

[Quoted text hidden]

GDOE - 2018

Exhibit “G”



Kathrina O. Bayson <kobayson@gdoe.net>

GDOE IFB 013-2018 -- PUBLICATION

8 messages

Kathrina O. Bayson <kobayson@gdoe.net>

Thu, Jun 28, 2018 at 9:47 AM

To: Procurement <procurement@gdoe.net>

Bcc: greenboyservices@gmail.com, Jess Tedpahogo <jtedgroup@gmail.com>, jr@3jmaintenance.com, mtomaintenance@yahoo.com, luckychutaro@gmail.com, ALEX THOMAS <guamcleaningmasters@yahoo.com>, Rowena Thomas <r.thomas.gcm@gmail.com>, Alex <a.thomas.gcm@gmail.com>, Luis Bustamante <luis.bustamante@jglobal.services>, Aileen De Dios <aileen.dedios@jglobal.services>, Monty Mcdowell <monty.mcdowell@amiguam.com>, jjg@teleguam.net, AML@amiguam.com, Sales Marketing <GUAM@gu.g4s.com>, conlugemma@yahoo.com, "Jon U. Quidachay" <juquidachay@gdoe.net>, Randy Romero <rpromero@gdoe.net>, "John C. Flores" <john.flores@gdoe.net>

Good Morning,

Please see attached publication for GDOE IFB 013-2018 Custodial Services for Various GDOE Public Schools.

You may register and download the IFB package at www.gdoe.net/procurement under Formal Solicitations.

Sincerely,

Kathrina Bayson**Buyer Supervisor II**

Office of Supply Management

Guam Department of Education


500 Mariner Avenue, Barrigada, GU 96913-1608

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

Email: kobayson@gdoe.net

Visit our website at www.gdoe.net/procurement.

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 **IFB 013-2018 -- PUBLICATION.pdf**
2149K

Rowena Thomas <r.thomas.gcm@gmail.com>

Thu, Jun 28, 2018 at 9:58 AM

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

Thank you. I appreciate for forwarding this.

[Quoted text hidden]

[Quoted text hidden]

GDOE - 2018

Si Yu'us Ma'ase'***Rowena S. Thomas***

Guam Cleaning Masters

Tel: 671.646.2002

Fax: 671.646.4707

Email: r.thomas.gcm@gmail.com

Aileen De Dios <aileen.dedios@jglobal.services>
To: "Kathrina O. Bayson" <kobayson@gdoe.net>

Thu, Jun 28, 2018 at 10:29 AM

Thank-you

Sent from my iPhone

[Quoted text hidden]

[Quoted text hidden]

GDOE - 2018

<IFB 013-2018 -- PUBLICATION.pdf>

mtomaintenance@yahoo.com <mtomaintenance@yahoo.com>
Reply-To: "mtomaintenance@yahoo.com" <mtomaintenance@yahoo.com>
To: "Kathrina O. Bayson" <kobayson@gdoe.net>

Thu, Jun 28, 2018 at 2:24 PM

Thank you Kat.

~ dina

Warm Regards,

Dina McCreadie

MTO Maintenance
250 Guerrero Drive, Suite 102
Tamuning, Guam 96913

Tel: 671.647.6861
Fax: 671.647.6862

[Quoted text hidden]

[Quoted text hidden]

GDOE - 2018

mtomaintenance@yahoo.com <mtomaintenance@yahoo.com>
Reply-To: "mtomaintenance@yahoo.com" <mtomaintenance@yahoo.com>
To: "kobayson@gdoe.net" <kobayson@gdoe.net>

Thu, Jun 28, 2018 at 4:46 PM

Hi Kat -

IFB 013-2018 states that we can request a pre-bid conference but the online calendar says that a mandatory pre-bid conference is scheduled for July 3, 2018.

Please clarify this issue.

Thank you.

~ Dina McCreadie

Sent from Yahoo Mail on Android

[Quoted text hidden]

[Quoted text hidden]
GDOE - 2018

Kathrina O. Bayson <kobayson@gdoe.net>
To: "mtomaintenance@yahoo.com" <mtomaintenance@yahoo.com>

Thu, Jun 28, 2018 at 5:01 PM

Hi Dina,

The Mandatory Pre-Bid Conference is for IFB 015-2018 not IFB 013-2018.

Kathrina Bayson

Buyer Supervisor II

Office of Supply Management

Guam Department of Education

500 Mariner Avenue, Barrigada, GU 96913-1608

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

Email: kobayson@gdoe.net

Visit our website at www.gdoe.net/procurement.

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[Quoted text hidden]

mtomaintenance@yahoo.com <mtomaintenance@yahoo.com>
Reply-To: "mtomaintenance@yahoo.com" <mtomaintenance@yahoo.com>
To: "kobayson@gdoe.net" <kobayson@gdoe.net>

Thu, Jun 28, 2018 at 5:33 PM

If someone requests for a pre-bid conference, does that pre-bid conference become a mandatory pre-bid conference?
How much notice is given when GDOE schedules a pre-bid conference?

Thanks.

~ dina

Sent from Yahoo Mail on Android

On Wed, Jun 27, 2018 at 9:01 PM, Kathrina O. Bayson <kobayson@gdoe.net> wrote:

[Quoted text hidden]
GDOE - 2018

Kathrina O. Bayson <kobayson@gdoe.net>
To: "mtomaintenance@yahoo.com" <mtomaintenance@yahoo.com>

Fri, Jun 29, 2018 at 8:19 AM

If a request is received to conduct a Pre-Bid Conference, GDOE, at its discretion, will decide whether it is at its best interest to conduct a Pre-Bid and whether it should or should not be mandatory. If a pre-bid is determined to be in the best interest of GDOE, prospective bidders will be given ample notice via Amendment.

Regards,

Kathrina Bayson

Buyer Supervisor II

Office of Supply Management

Guam Department of Education

500 Mariner Avenue, Barrigada, GU 96913-1608

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

Email: kobayson@gdoe.net

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[Quoted text hidden]

Exhibit “H”



JON J. P. FERNANDEZ
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

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



CARMEN T. CHARFAUROS
Supply Management Administrator

August 17, 2018

BID STATUS

Guam Cleaning Masters
P.O. Box 9500
Dededo, Guam 96929
Tel: (671) 646-2002
Fax: (671) 646-4707
Email: guamcleaningmasters@yahoo.com

Attn: Alex Thomas
Owner

Bid no.: GDOE IFB 013-2018 OPENED: Thursday, August 2, 2018 at 10:00am

Description: Custodial Services for Various GDOE Public Schools

The following is the evaluation results of subject bid: Refer to item(s) checked below.

- Rejected (in its entirety), or partially rejected due to:
 - Insufficient funds
 - Change of specifications
 - Insufficient number of bidders
 - Bids received are at unreasonable prices
 - Solicitation did not provide for consideration of all factors
- Not recommended due to:
 - Late submission of bid
 - No bid bond submitted
 - Non-conformance with Specifications
 - Others: _____

Bid is recommended for award to:

Lucky Kids Lawn Care & Janitorial Services	Northern District Total:	\$749,160.00
	Central District Total:	\$1,102,680.00
	Southern District Total:	\$656,712.00

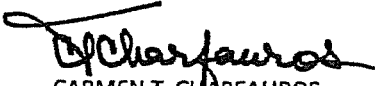
Remarks: The following bidders did not submit the lowest, most responsive bid:

Guam Cleaning Masters	Northern District Total:	\$833,880.00
	Central District Total:	\$1,131,480.00
	Southern District Total:	\$698,184.00
 Advance Management, Inc.	 Northern District Total:	 \$1,342,896.00
	Central District Total:	\$1,505,712.00
	Southern District Total:	\$1,495,848.00
 Maids To Order dba: MTO Maintenance	 Northern District Total:	 \$809,244.00
	Central District Total:	\$1,123,524.00
	Southern District Total:	\$681,132.00

JJ Global Services

Northern District Total: \$1,085,041.80
Central District Total: \$1,195,647.24
Southern District Total: \$776,136.84

Sincerely,


CARMEN T. CHARFAUROS
Supply Management Administrator

Acknowledgement Receipt

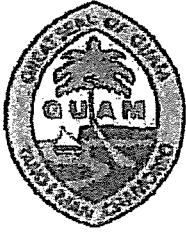
ROWENA S. THOMAS
Print Name


Signature

8/20/2018
Date

9:30 am
Time

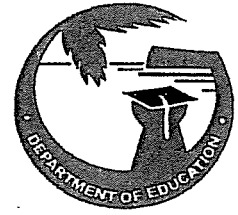
Exhibit “I”



JON J. P. FERNANDEZ
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

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



CARMEN T. CHARFAUROS
Supply Management Administrator

August 20, 2018

NOTICE OF STAY OF PROCUREMENT

To: All Bidders
From: GDOE Office of Supply Management
Reference: Custodial Services for Various GDOE Public Schools
Formal Invitation For Bid: GDOE IFB 013-2018

This notice is to advise you that the Department has received a letter of protest regarding the referenced Invitation For Bid. Therefore, pursuant to 5 GCA § 5425(g), a "STAY OF PROCUREMENT" is hereby issued and shall remain in effect until the protest is resolved.

Once resolution of this matter is achieved, the Department will advise all Bidders.

Any questions or concerns regarding this matter may be directed to our office at (671) 475-0438.

Please acknowledge receipt of this NOTICE OF STAY OF PROCUREMENT for IFB 013-2018 by signing below and returning the signed document via fax to (671) 472-5001 or via email to kobayson@gdoe.net.

Senseramente,

CARMEN T. CHARFAUROS
Supply Management Administrator

Acknowledgement Receipt

Company Name

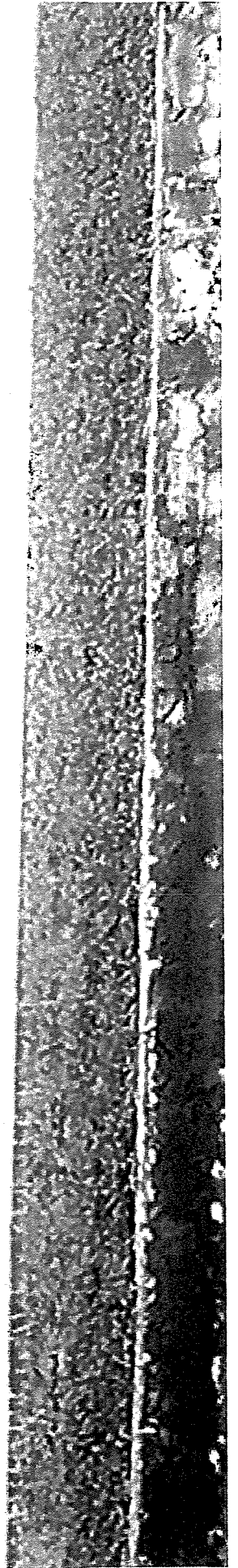
Print Name

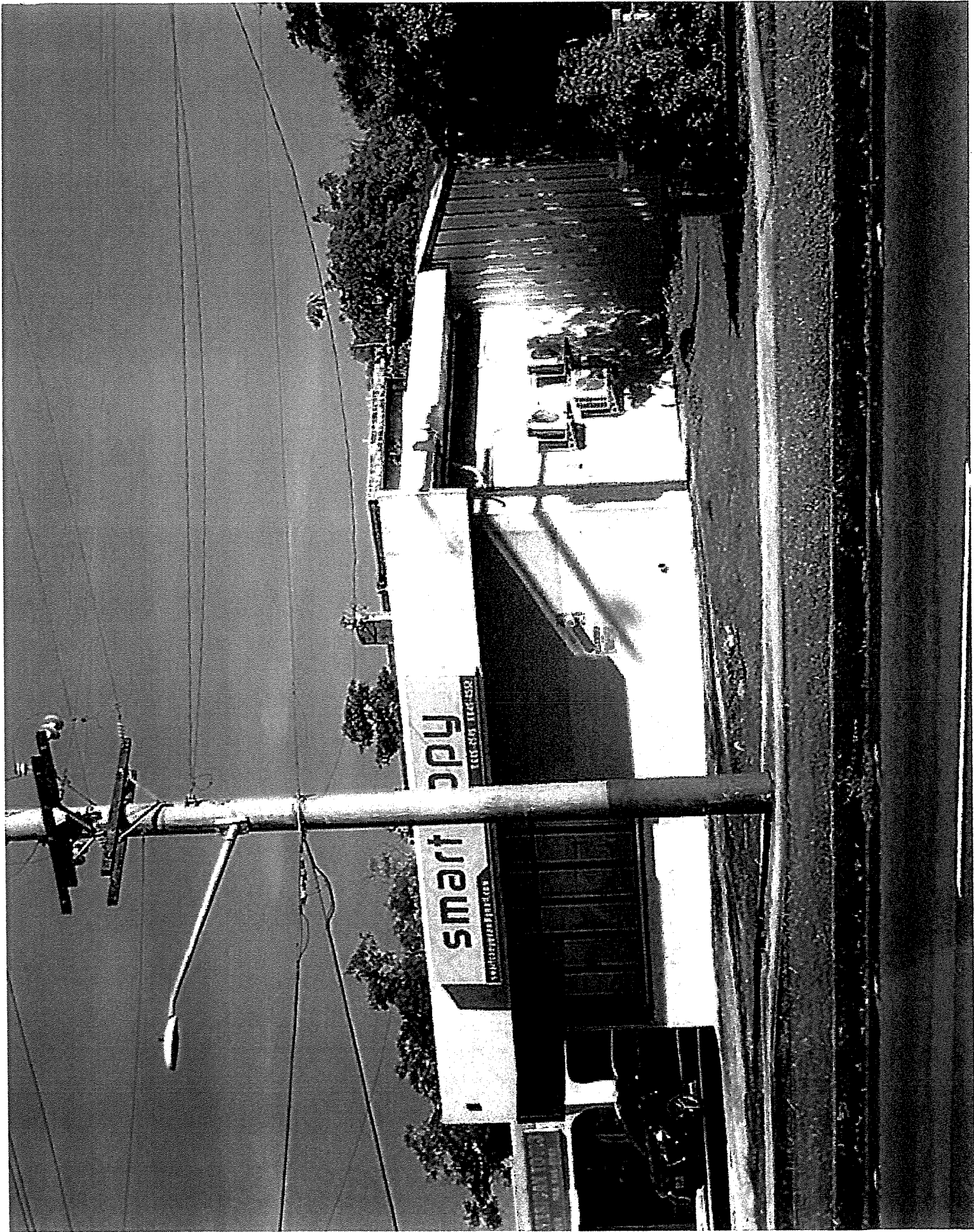
Signature

Date

Time

Exhibit “J”





copy

smart



