

1 **GUAM DEPARTMENT OF EDUCATION**
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RECEIVED

OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

DATE: 11/24/13

TIME: 6:31 AM PM BY: [Signature]

FILE NO OPA-PA: 13-013

8 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**
9 **PROCUREMENT APPEAL**

10 IN THE APPEAL OF

11 G4S SECURITY SYSTEMS (GUAM)
12 INC.,

13 Appellant.

14 APPEAL NO. OPA-PA-13-013

15 **GUAM DEPARTMENT OF EDUCATION'S**
16 **EXHIBIT LIST**

17 Pursuant to the Scheduling Order for Hearing Re Appellant's Appeal dated November 13,
18 2013, the Guam Department of Education ("GDOE") expects to use the following documents as
19 Exhibits in this matter:

- 20 **Exhibit A** - **GDOE IFB 032-2013, Amendments and Clarifications**
GDOE Bates Stamp 0086-00197
- 21 **Exhibit B** - **Appellant's Bid (G4S Security Systems (Guam) Inc.'s Bid**
GDOE Bates Stamp 009-0061
- 22 **Exhibit C** - **Orion Construction Corporation (Guam) Inc.'s bid**
GDOE Bates Stamp 0062-0085
- 23 **Exhibit D** - **Abstract of Bids**
GDOE Bates Stamp 00198-00200
- 24 **Exhibit E** - **Bid Status and Intent to Award**
GDOE Bates Stamp 00201-00210
- 25 **Exhibit F** - **Analysis and Recommendation**
GDOE Bates Stamp 00211-00212
- 26 **Exhibit G** - **Pre-bid Conference Sign-in Sheet**
GDOE Bates Stamp 002-003
- 27 **Exhibit H** - **Submission of Questions from G4S dated September 10, 2013**
GDOE Bates Stamp 00319-00320

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Exhibit I - Email to Randy Martin Re: Amendment 1
GDOE Bates Stamp 00221-00223

As GDOE reserves the right to submit any rebuttal exhibits.

Dated this 22nd day of November, 2013.

Respectfully submitted,

GUAM DEPARTMENT OF EDUCATION

By: 

ANDREW T. PEREZ, ESQ.
Legal Counsel



Exhibit A

**DESIGN BUILD
FIRE ALARM SYSTEM UPGRADE/REPLACEMENT
AND FIRE SUPPRESSION/SPRINKLER SYSTEM
REPAIR FOR SOUTHERN HIGH SCHOOL**



INVITATION FOR BID

IFB No. 032-2013

Guam Department of Education

Supply Management Office
Manuel F.L. Guerrero Administration Building, 2nd Floor
112 Aspinall Avenue
Hagåtña, Guam 96910
T: +1 (671) 475-0438 / +1 (671) 300-1981
F: +1 (671) 472-5001
www.gdoe.net

A handwritten signature in black ink, appearing to read "M. Y. Bido".

MARQUIS Y. BIDO

Supply Management Office

INVITATION FOR BID (IFB) TIMELINE

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Friday, September 06, 2013	Bid Issuance	
Monday, September 09, 2013	Mandatory Pre-Bid Conference & Site Visit	1:30 P.M. CHAMORRO STANDARD TIME (ChST)
Wednesday, September 11, 2013	Bid Questions Submission Deadline	4:00 P.M. CHAMORRO STANDARD TIME (ChST)
Friday, September 13, 2013	Bid Question Published Response	5:00 P.M. CHAMORRO STANDARD TIME (ChST)
Monday, September 16, 2013	Bid Submission Deadline	10:00 A.M. CHAMORRO STANDARD TIME (ChST)

Section 1 – PROJECT DESCRIPTION

1.1 – PROJECT TITLE

DESIGN BUILD: FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

GDOE IFB No. 032-2013

1.1.1 – PROJECT SCOPE & INTENT

The Guam Department of Education (GDOE) is soliciting a qualified firm for the Design Build upgrade/replacement of the fire alarm system and the repair and certification of the existing Fire Sprinkler System at Southern High School (excluding the Gymnasium and Fine Arts Buildings). It is the responsibility of the Contractor to verify all existing equipment, conditions, testing and repairs, replacement and adjustments for the proper operation and function of the identified fire alarm system and fire sprinkler system. The upgrade/replacement of the fire alarm and the repair of the existing sprinkler systems will be done to such standards as to meet any requirements for the use and occupancy of the Project site in accordance with applicable code, permit or certificate requirements and applicable provisions of;

1. IBC/IFC (2009) as adopted by Government of Guam
2. latest edition of National Electrical Code (2011)
3. National Fire Alarm and Signaling Code: NFPA 72 (2013).
4. The Guam Fire Department Fire Prevention Bureau

Contractor/designer must submit the fire alarm design for approval and permitting with the Government of Guam Department of Public Works and Guam Fire Department Fire Prevention Bureau as the Agency Having Jurisdiction (AHJ) and its adoption of IBC 2009 & IFC 2009. Contractor/designer must provide additional labor and materials to comply with the Department of Public Works and Guam Fire Department findings and requirements during inspection and testing at no additional cost to the Government.

1.1.2 –PROJECT DESCRIPTION

Provide all necessary labor, material, transportation, supervision, equipment, field investigation, shop drawings, certification, permits, architectural and engineering design services (if applicable), and other incidental work required for this project. Other incidental work required includes any and all items and considerations necessary to insure a complete and usable final product, including, but not limited to the necessary design and construction considerations not specifically stated elsewhere. Complete and usable final product means that the completed final product can be used to fully satisfy the requirements and the intended purpose of the project including all requirements for the issuance of necessary use and occupancy permits.

Bidders are responsible for inspecting the project site in accordance with the instructions in this IFB and other instructions as may be issued by GDOE. Bidders will be presumed to have inspected the project site and to have read and to be thoroughly familiar with the scope of work intent. The failure of any bidder to inspect the project site or examine the intention of the project scope of work and documents shall not relieve a bidder from any obligation with respect to his bid.

Project Work shall include, but not be limited to the following:

1. **Fire Alarm System:**
 - A. Restore and/or repair by replacement of the fire alarm system to a full operating condition which is ready for immediate use. It shall include but not limited to, repair, replacement (removal), adjustment, furnish,

installation, testing of fire alarm and emergency evacuation systems. Note: Fine Arts and Gymnasium are excluded from the installation, however must be interfaced to the new installation.

- B. Provide power wiring for electrically-operated fire alarm equipment and appliances.
- C. Provide and install new intelligent addressable Fire Alarm/Mass Notification System complete with all new appliances, conduits, wiring, etc.
- D. Provide programming.
- E. Tie-in of Fire Alarm System to Fire Suppression/Sprinkler System.
- F. Tie-in Interface of existing Kitchen Hood Chemical Fire Suppression System (Ansul/Halon) at the cafeteria to include certification. Verify additional locations.
- G. Tie-in Interface to all existing elevators (Gym and Fine Arts Building Excluded)
- H. Interface with existing fire alarm systems located in the Fine Arts Auditorium and Gymnasium.
- I. System Certification.

2. **Fire Sprinkler / Suppression System (Fine Arts and Gymnasium Excluded):**

Restore by repairing existing fire sprinkler system as necessary for full operational condition.

- A. Replace worn out/leaking Sprinkler heads, replace flow switches, repair mechanical/motorized and or manual control valves, and gauges, replace if necessary.
- B. Replace missing Fire Department Connection Standpipe Plugs and other components.
- C. Tie-in of Fire Suppression/Sprinkler System to Fire Alarm System.
- D. System Certification.

3. **Overall Fire Alarm and Fire Suppression requirements:**

- A. All upgrades shall meet applicable IBC/IFC/NEC/NFPA provisions listed above under the project scope and intent.
- B. **Specialized License Conditions:** The Prime Contractor or its Sub-Contractor or a combination of both must possess a C13 Electrical, C19 Fire & Burglar Alarm, and C20 Fire Protection specialized license from the Guam Contractor's Licensing Board.
- C. Include in the bid and pay for the permits, inspection fees and deliver the certificate of final inspection to DOE.
- D. Preparation of Shop Drawings for the proposed work outlined on the Scope of Work. Review and approval of construction documents and/or shop drawings by DOE will be required prior to start of construction.
- E. Field investigation and verification of quantity and location of all existing equipment, field data necessary for the preparation of shop drawings, including but not limited to room layouts, dimensions and affected/associated electrical equipment and apparatus.
- F. Testing
- G. As-built drawings, reproducible (1 full-size paper copy & 3 duplicate CDs with CAD and pdf digital plans)
- H. Demolition work
- I. Warranty: Contractor will provide and administer the manufacturers' parts, material, labor and equipment warranty for a "minimum of one (1) year" or greater if offered by manufacturer. The Contractor will also warrant installations for a minimum of one (1) year upon final acceptance. Contractor shall warrant all workmanship including parts, materials, and equipment free from defects.
- J. Owner training.
- K. (3) sets of Operations and Maintenance Manuals (tabbed, organized, 3-ring binders)
- L. Include all touch up of marred surfaces, painting to match adjacent finishes, paint conduits, patch/caulk/seal all openings of through penetrations (for the demo of the existing systems and installation of new systems).
- M. No penetrations will be allowed through window openings or door jambs.

1.1.3 – PERSON(S) RESPONSIBLE FOR DRAFTING OF SPECIFICATIONS IS/ARE:

Randy P. Romero, PC IV, Capital Improvement Projects

Rodrigo Traya, PC III, Capital Improvement Projects

1.2 – ALL OR NONE BID

This solicitation is an ALL OR NONE BID and bids will be evaluated based on the lump sum price required in the bid form for this IFB. GDOE will not make itemized awards under this IFB. Requests for itemized pricing may be made by GDOE for the purpose of establishing unit prices for change orders that may be made to the Project. Alternate or multiple bids will not be accepted. Any bidder submitting alternate, multiple, or otherwise altered bid forms may be deemed non-responsive and disqualified from this solicitation.

NOTE: It should be noted by prospective bidders that there are NO As-built drawings for the existing conditions of both Fire Alarm System (FAS) and Fire Sprinkler System. It is the responsibility of the prospective bidder to verify the existing condition of both systems.

Section 2 - 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 non-responsive and disqualified from this solicitation.

2.1 - COMMUNICATION REGARDING THE IFB

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL BIDDER WITH GDOE MUST BE MADE IN WRITING VIA EMAIL AT aggarcia@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 032-2013 IN THE SUBJECT OR REFERENCE LINE.

2.2 - ACCEPTABLE FORMAT OF BIDS

Bids must be made in writing and on the bid forms contained in this IFB. For each bid, bidders should submit one (1) original copy and one (1) duplicate copy for a total of two (2) documents. Bidders should also submit one (1) compact disc (CD) containing electronic copies of the bid submittal. The bid should be submitted in a sealed envelope and delivered to the address listed in Section 2.2.4.

The bid envelope should be plainly marked as follows:

<p>The Guam Department of Education Invitation For Bid No. <u>032-2013</u></p> <p>Bidder's Name: _____ Submittal Date: ___/___/___ Submittal Time: ___:___ a.m./p.m.</p> <p>Attention: Albert Garcia Buyer Supervisor II</p>
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2.3 - TIME AND DATE FOR RECEIPT OF BIDS

Bids in response to this IFB must be received by GDOE by:

TIME: 10:00 A.M. Chamorro Standard Time (ChST)

DATE: Monday, September 16, 2013

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.

If delivered via hand delivery, Federal Express, DHL, or other courier service, bids must be delivered to the following physical address:

PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 032-2013
Manuel F.L. Guerrero Administration Building, 2nd Fl., Rm. 220
312 Aspinall Avenue
Hagatna, Guam 96910

GDOE CAPITAL IMPROVEMENT PROJECT

DESIGN BUILD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

IFB No. 032-2013

Page 6

GDOE 0091

If delivered via the United States Postal Service, bids must be delivered to the following mailing address:

MAILING ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 032-2013
Government of Guam
P.O. Box DE
Hagatna, Guam 96932

2.4 – BID SUBMISSION FORM

All bids must be submitted in the format of the Bid Form included with this IFB. Bids submitted in any other format will be deemed non-responsive and disqualified from participation in this solicitation.

2.5 – ALTERNATE BIDS NOT ACCEPTED

An alternate bid will not be accepted. A submission of an alternate bid will be considered nonresponsive and disqualified from participating in this solicitation.

2.6 – LATE BIDS NOT ACCEPTED

Bids received after the time and date in **Section 2.3 – Time and Date for Receipt of Bids** will be considered nonresponsive and disqualified from participating in this solicitation.

2.7 – TRADE SECRETS AND OTHER PROPRIETARY DATA

If a bidder wishes to designate information within a bid as a trade secret or other proprietary information, the bidder must submit GDOE Procurement Form 004 with the bid.

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 clearly marked and **separable** from the remainder 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.

2.8 – 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 e-mail 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.

2.9 – PRE-BID CONFERENCE

A **Mandatory** Pre-Bid Conference and Site Visit will be conducted in accordance with 2 GAR § 3109(g)(4) Pre-Bid Conferences, and will be held at:

DATE: Monday, September 09, 2013

TIME: 1:30 p.m. Chamorro Standard Time (ChST)

PLACE: SOUTHERN HIGH SCHOOL

Potential bidders must be in attendance no later than the designated TIME listed in this section. Potential bidders must also be in attendance for the entire time of the pre-bid conference and for the entire time of the site visit. The Pre-Bid Conference and Site Visit will be officially adjourned upon completion. Any bidder attempting to enter the pre-bid conference later than the designated TIME will be excluded from bidding. Any bidder leaving early from the pre-bid conference or from the site visit will be excluded from bidding.

Any verbal information provided at a pre-bid conference or site visit shall not change the requirements of the IFB or amendments. Questions asked at a pre-bid conference or site visit will not be considered as officially received by GDOE. In order to receive an official response from GDOE, all questions must be submitted in writing in accordance with Section 2.9 Pre-Bid Written Questions.

Pre-Bid conferences, as appropriate, may be conducted in accordance with 2 GAR Div 4 §3109(g)(4). Such a conference may be held at any time prior to the established date for submission of bids.

2.10 – 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 2.1 – 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 by:

TIME: 4:00 PM Chamorro Standard Time (ChST)

DATE: Wednesday, September 11, 2013

2.11 – AWARD

EVALUATION FACTORS FOR AWARD

Determination of an award pursuant to this IFB will be made based on the *lowest responsive and responsible bidder*. 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.

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

- * Price of overall performance and delivery of the work proposed in response to this IFB
- * 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.

EXECUTION OF AWARD

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 B. GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

2.12 - 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.

In addition to the information described above, bidder responsibility may be determined by the following:

- a. Record of past performance and capability of the prime contractor, supervisory personnel, and major subcontractors and suppliers.
- b. Bidder's experience and record of timely completion on similar projects with similar scopes of work.
- c. Availability of and ability to obtain plant, machinery and other equipment necessary for the Project.
- d. Record of previous owner-contractor relationships.

2.13 – NOTICE OF AWARD

The lowest responsive and responsible bidder will be given written notice of intent to award. For solicitations over \$25,000 all bidders will be notified in writing of GDOE's determination of award. Notice of award will also be made a part of the GDOE procurement file and made available to the public.

2.14 – DELIVERY AND PERFORMANCE SCHEDULE

Upon execution of a contract pursuant to this IFB and issuance of any necessary permits or other required documents, GDOE will issue a Notice to Proceed (NTP). **The Project shall be completed within TWO HUNDRED SEVENTY (270) calendar days from Notice to Proceed (NTP).**

The selected contractor, on GDOE's written approval, may execute any work that is not disruptive to the daily operation of the school, or does not impose a safety hazard to the students and school faculty during regular instructional hours. Work that is disruptive to the daily operation of the school, and/or imposes a safety hazard to the students and school faculty must be executed outside regular instructional hours, i.e. weekends, and holidays and on any weekday school is not in session. The contractor will be responsible for returning the site to a clean, safe and secure condition before students and school faculty arrive for the next scheduled school session.

2.15 – PROGRESS PAYMENTS THROUGH SCHEDULE OF VALUES

Payments for services procured through this IFB will be made by progress payments through the submission of a schedule of values. As the work progresses and upon satisfactory completion of project tasks as outlined in the schedule of values, progress payments will be made accordingly.

2.16 – INSPECTION AND ACCEPTANCE OF CONSTRUCTION/GOODS

GDOE may inspect and test all work on the Project. 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. No work will be accepted unless the permits, licenses, or certificates required for the occupancy and use of the Project site have been provided to GDOE.

2.17 – IRREVOCABLE BID PRICE

As stated on the bid form, bidders are required to confirm that submitted bid prices shall be irrevocable for a period of ninety (90) days from the date of bid opening.

2.18 – BID BOND

The price for this Project is expected to exceed Twenty-five Thousand Dollars (\$25,000.00). Pursuant to 5 GCA §5303, each bid must be accompanied by a security in the amount of not less than fifteen percent (15%) of the total bid amount. Such security may be in the form of a bid bond, cashier's check or certified check made payable to the Treasurer of Guam. Checks or bid bonds will be returned to all except the three lowest Bidders within ten (10) working days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after GDOE and the accepted Bidder have executed a contract for the Project, or if no award has been made within ninety (90) calendar days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as the Bidder has not been notified of the acceptance of his bid. Should the successful Bidder fail or refuse to execute and deliver a Contract, performance and payment bond, insurance policies, Guam Contractor's license, or Guam Business license as required by GDOE within fifteen (15) calendar days after acceptance of his bid, he shall forfeit any bid security to GDOE for such failure or refusal.

2.19- PERFORMANCE BOND

The price for this Project is expected to exceed Twenty-Five Thousand Dollars (\$25,000.00). For all contracts in excess of that amount, pursuant to 5 GCA §5304 and 2 GAR Div 4 §5104 upon execution of a contract pursuant to this IFB, the successful bidder is required to deliver a performance bond executed by a surety company authorized to do business in Guam for one hundred percent of the contract price. The purpose of the performance bond is to indemnify GDOE from loss resulting from the failure of the bidder to perform the Project in accordance with requirements of this IFB and any contract resulting from this IFB. The performance bond shall be in the form contained in this IFB. Failure to deliver the required performance bond shall result in the rejection of the bid and collection of the security for the rejected bid.

2.20 -PAYMENT BONDS

The price for this project is expected to exceed Twenty-Five Thousand Dollars (\$25,000.00). For all contracts in excess of that amount, pursuant to 5 GCA §5304 and 2 GAR Div 4 §5104 upon execution of a contract pursuant to this IFB, the successful bidder is required to deliver a payment bond executed by a surety company authorized to do business in Guam for one hundred percent of the contract price. The purpose of the payment bond is to guarantee payment and protection for the bidder's subcontractors or entities furnishing labor and materials to the bidder. The payment bond shall be in the form contained in this IFB. Failure to deliver the required payment bond shall result in the rejection of the bid and collection of the security for the rejected bid.

2.21 – 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.

2.22 –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.

Section 3 – TERMS AND CONDITIONS

3.1 – REQUIREMENTS FOR ALL SOLICITATIONS

Bidders 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.

This IFB is a solicitation for a Capital Improvement Project under the Guam Education Trust Act and is subject to the expedited procurement protest procedures described in Guam Public Law 31-196.

3.2 – LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY IN FAVOR 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.

3.3 – 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 4.

3.4 – 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 a Bid *****

3.5 – 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 a Bid *****

3.6 – 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 bidders 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 a Bid *****

3.7 – 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 a Bid ****

3.8 – 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 a Bid ****

3.9 – RIGHT OF GDOE TO CANCEL INVITATION FOR BID AND TO 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).

3.10 – 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. Such prohibition is made pursuant to 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.

GDOE CAPITAL IMPROVEMENT PROJECT

DESIGN BUILD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

IFB No. 032-2013

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GDOE 0097

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

3.11 – WAGE AND BENEFITS 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. 5 GCA § 5802.

***** AG Procurement Form 006 (Feb. 16, 2010) must be completed and included with a Bid *****

3.12 - 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.

3.13 - Disputes Clause (Dependent on which section number of the IFB to insert)

I. Disputes.

A. 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.

B. 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.

14 – DURATION OF AWARD

The Contract resulting from this IFB will be for TWO HUNDRED SEVENTY DAYS (270) days upon when the Governor of Guam affixes his signature. In the event of cancellation due to non-availability of funds, the Bidder will be reimbursed unamortized, reasonably incurred, non-recurring cost.

3.15 – CONTRACT TYPE

A contract pursuant to this IFB is expected to be a Firm Fixed Price.

3.16 – BID SAMPLES OR 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.

Section 4 - FORMS REQUIRED FOR ALL SOLICITATIONS

Bids must contain signed and, in certain instances, notarized originals of the forms identified below and throughout this IFB.

	<u>Form Name</u>	<u>Form Title</u>
1.	GDOE Procurement Form 001 (Government Standard Form BB-1)	<u>BID BOND FORM</u>
2.	<u>GDOE Procurement Form 002</u>	<u>SPECIAL PROVISIONS-RESTRICTION AGAINST SEX OFFENDERS</u>
3.	GDOE Procurement Form 003 (Government Standard Form PB-1)	<u>PERFORMANCE BOND FORM</u>
4.	GDOE Procurement Form 004	<u>PROPRIETARY DATA DESIGNATION FORM</u>
5.	GDOE Procurement Form 005	<u>LABOR AND MATERIAL PAYMENT BOND FORM</u>
6.	AG Procurement Form 002 (Rev. Nov. 17, 2005)	<u>AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS</u>
7.	AG Procurement Form 003 (Jul. 12, 2010)	<u>AFFIDAVIT re NON-COLLUSION</u>
8.	AG Procurement Form 004 (Jul. 12, 2010)	<u>AFFIDAVIT re GRATUITIES or KICKBACKS</u>
9.	AG Procurement Form 005 (Jul. 12, 2010)	<u>AFFIDAVIT re ETHICAL STANDARDS</u>
10.	AG Procurement Form 006 (Feb. 16, 2010)	<u>DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)</u>
11.	AG Procurement Form 007 (Jul. 15, 2010)	<u>AFFIDAVIT re CONTINGENT FEES</u>

GOVERNMENT OF GUAM
DEPARTMENT OF EDUCATION
P.O. BOX DE
Hagatna, Guam 96932
BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal hereinafter called the Principal, and Bonding Company, _____ a corporation duly organized 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. 032-2013
FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL**

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 form shall be submitted in the Bid Envelope.
GDOE Procurement Form 001

Government Standard Form 88-1

GDOE CAPITAL IMPROVEMENT PROJECT
DESIGN BUILD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

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GDOE 00101



Special Provisions

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL 2

RE: GDOE IFB 032-2013

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

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

COMPANY NAME

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE/DATE



DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
Manuel F. L. Guerrero/Administration Building
2nd Floor, Suite B 220
Hagatna, Guam 96932
Telephone: (671) 475-0438/Fax: (671) 472-5001



Jon J.P. Fernandez
Superintendent of Education

Marcus Y. Pido
Supply Management Administrator

INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

INVITATION FOR BID (IFB): 032-2013

Pursuant to 2 GAR §3109(I)(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(I)(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(I)(3).

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

I, _____, an authorized representative of _____, hereby request that the sections and page numbers listed below of the bid submitted in response to GDOE IFB No. 032-2013 be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: _____

Signature _____

Title: _____

Company: _____

SECTION 5 – BID FORMS

Please see the following pages for forms or other attachments referenced in this IFB.

(THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
ISLAND OF GUAM) ss.
)

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

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

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

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

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

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

Subscribed and sworn to before me
this _____ day of _____, 2000

NOTARY PUBLIC
My commission expires _____

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me
this _____ day of _____, 201_____

NOTARY PUBLIC
My commission expires _____

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.:

Name of Offeror Company:

I, _____ hereby certify under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

WD 05-2147 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005 2147
Revision No.: 15
Date Of Revision: 06/19/2013

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.39
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.34
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.69
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		15.75
01312 - Secretary II		16.28
01313 - Secretary III		17.10
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		10.36
01531 - Travel Clerk I		11.51
01532 - Travel Clerk II		12.67
01533 - Travel Clerk III		14.24
01611 - Word Processor I		13.25
01612 - Word Processor II		14.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		14.14

05010	- Automotive Electrician	
05040	- Automotive Glass Installer	13.06
05070	- Automotive Worker	12.10
05110	- Mobile Equipment Servicer	12.10
05130	- Motor Equipment Metal Mechanic	8.59
05160	- Motor Equipment Metal Worker	13.06
05190	- Motor Vehicle Mechanic	12.10
05220	- Motor Vehicle Mechanic Helper	13.06
05250	- Motor Vehicle Upholstery Worker	10.12
05280	- Motor Vehicle Wrecker	12.10
05310	- Painter, Automotive	12.10
05340	- Radiator Repair Specialist	12.37
05370	- Tire Repairer	12.10
05400	- Transmission Repair Specialist	7.81
07000	- Food Preparation And Service Occupations	12.10
07010	- Baker	
07041	- Cook I	10.47
07042	- Cook II	9.54
07070	- Dishwasher	11.78
07130	- Food Service Worker	7.25
07210	- Meat Cutter	7.78
07260	- Waiter/Waitress	11.86
09000	- Furniture Maintenance And Repair Occupations	7.59
09010	- Electrostatic Spray Painter	
09040	- Furniture Handler	14.38
09080	- Furniture Refinisher	8.84
09090	- Furniture Refinisher Helper	14.38
09110	- Furniture Repairer, Minor	10.66
09130	- Upholsterer	12.51
11000	- General Services And Support Occupations	14.38
11030	- Cleaner, Vehicles	
11060	- Elevator Operator	8.23
11090	- Gardener	8.23
11122	- Housekeeping Aide	10.99
11150	- Janitor	8.33
11210	- Laborer, Grounds Maintenance	8.23
11240	- Maid or Houseman	9.14
11260	- Pruner	7.25
11270	- Tractor Operator	8.23
11310	- Trail Maintenance Worker	10.33
11360	- Window Cleaner	9.14
12000	- Health Occupations	9.14
12010	- Ambulance Driver	
12011	- Breath Alcohol Technician	16.80
12012	- Certified Occupational Therapist Assistant	15.81
12015	- Certified Physical Therapist Assistant	21.70
12020	- Dental Assistant	21.70
12025	- Dental Hygienist	33.20
12030	- EKG Technician	29.85
12035	- Electroneurodiagnostic Technologist	33.96
12040	- Emergency Medical Technician	33.96
12071	- Licensed Practical Nurse I	15.41
12072	- Licensed Practical Nurse II	14.34
12073	- Licensed Practical Nurse III	13.81
12100	- Medical Assistant	14.61
12130	- Medical Laboratory Technician	11.54
12160	- Medical Record Clerk	14.14
12190	- Medical Record Technician	11.82
12195	- Medical Transcriptionist	14.09
12210	- Nuclear Medicine Technologist	18.14
		14.75

12221	- Nursing Assistant I	
12222	- Nursing Assistant II	10.03
12223	- Nursing Assistant III	11.30
12224	- Nursing Assistant IV	12.31
12235	- Optical Dispenser	13.84
12236	- Optical Technician	15.81
12250	- Pharmacy Technician	14.14
12280	- Phlebotomist	13.41
12305	- Radiologic Technologist	13.86
12311	- Registered Nurse I	22.64
12312	- Registered Nurse II	20.70
12313	- Registered Nurse II, Specialist	25.32
12314	- Registered Nurse III	25.32
12315	- Registered Nurse III, Anesthetist	30.64
12316	- Registered Nurse IV	30.64
12317	- Scheduler (Drug and Alcohol Testing)	36.72
13000	- Information And Arts Occupations	19.59
13011	- Exhibits Specialist I	
13012	- Exhibits Specialist II	15.06
13013	- Exhibits Specialist III	18.66
13041	- Illustrator I	22.83
13042	- Illustrator II	15.06
13043	- Illustrator III	18.66
13047	- Librarian	22.83
13050	- Library Aide/Clerk	20.66
13054	- Library Information Technology Systems Administrator	12.00
13058	- Library Technician	18.66
13061	- Media Specialist I	15.06
13062	- Media Specialist II	13.46
13063	- Media Specialist III	15.06
13071	- Photographer I	16.80
13072	- Photographer II	12.82
13073	- Photographer III	14.32
13074	- Photographer IV	17.73
13075	- Photographer V	23.73
13110	- Video Teleconference Technician	26.30
14000	- Information Technology Occupations	12.91
14041	- Computer Operator I	
14042	- Computer Operator II	13.65
14043	- Computer Operator III	15.75
14044	- Computer Operator IV	17.56
14045	- Computer Operator V	19.50
14071	- Computer Programmer I	21.81
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 2)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	(see 1)
14160	- Personal Computer Support Technician	11.65
15000	- Instructional Occupations	19.59
15010	- Aircraft Training Devices Instructor (Non Rated)	
15020	- Aircraft Training Devices Instructor (Rated)	24.21
15030	- Air Crew Training Devices Instructor (Pilot)	29.32
15050	- Computer Based Training Specialist / Instructor	21.31
15060	- Educational Technologist	24.21
15070	- Flight Instructor (Pilot)	28.32
15080	- Graphic Artist	21.31
		29.47

15090	- Technical Instructor	
15095	- Technical Instructor/Course Developer	17.65
15110	- Test Proctor	21.58
15120	Tutor	13.87
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	13.87
16010	Assembler	
16030	Counter Attendant	8.08
16040	- Dry Cleaner	8.08
16070	- Finisher, Flatwork, Machine	9.34
16090	- Presser, Hand	8.08
16110	- Presser, Machine, Drycleaning	8.08
16130	- Presser, Machine, Shirts	8.08
16160	- Presser, Machine, Wearing Apparel, Laundry	8.08
16190	- Sewing Machine Operator	9.08
16220	- Tailor	9.86
16250	- Washer, Machine	10.33
19000	- Machine Tool Operation And Repair Occupations	8.46
19010	- Machine-Tool Operator (Tool Room)	
19040	- Tool And Die Maker	14.49
21000	- Materials Handling And Packing Occupations	18.20
21020	- Forklift Operator	
21030	- Material Coordinator	12.49
21040	- Material Expediter	18.34
21050	- Material Handling Laborer	18.34
21071	- Order Filler	10.65
21080	- Production Line Worker (Food Processing)	9.66
21110	- Shipping Packer	12.49
21130	- Shipping/Receiving Clerk	13.33
21140	- Store Worker I	13.33
21150	- Stock Clerk	13.23
21210	- Tools And Parts Attendant	18.58
21410	- Warehouse Specialist	12.49
23000	- Mechanics And Maintenance And Repair Occupations	22.49
23010	- Aerospace Structural Welder	
23021	- Aircraft Mechanic I	20.69
23022	- Aircraft Mechanic II	19.70
23023	- Aircraft Mechanic III	20.69
23040	- Aircraft Mechanic Helper	21.74
23050	- Aircraft, Painter	13.70
23060	- Aircraft Servicer	18.59
23080	- Aircraft Worker	16.09
23110	- Appliance Mechanic	17.38
23120	- Bicycle Repairer	14.49
23125	- Cable Splicer	9.74
23130	- Carpenter, Maintenance	15.43
23140	- Carpet Layer	13.00
23160	- Electrician, Maintenance	13.55
23181	- Electronics Technician Maintenance I	14.99
23182	- Electronics Technician Maintenance II	14.72
23184	- Electronics Technician Maintenance III	15.05
23260	- Fabric Worker	18.31
23290	- Fire Alarm System Mechanic	12.49
23300	- Fire Extinguisher Repairer	13.44
23311	- Fuel Distribution System Mechanic	11.82
23312	- Fuel Distribution System Operator	19.43
23370	- General Maintenance Worker	11.41
23380	- Ground Support Equipment Mechanic	11.95
23381	- Ground Support Equipment Servicer	14.70
23382	- Ground Support Equipment Worker	14.04
23391	- Gunsmith I	19.38
		17.67

23392 - Gunsmith II	
23393 - Gunsmith III	13.55
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.43
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	15.76
23430 - Heavy Equipment Mechanic	16.55
23440 - Heavy Equipment Operator	19.15
23460 - Instrument Mechanic	13.73
23465 - Laboratory/Shelter Mechanic	15.43
23470 - Laborer	14.49
23510 - Locksmith	10.65
23530 - Machinery Maintenance Mechanic	14.49
23550 - Machinist, Maintenance	17.38
23580 - Maintenance Trades Helper	15.43
23591 - Metrology Technician I	9.92
23592 - Metrology Technician II	15.43
23593 - Metrology Technician III	16.41
23640 - Millwright	17.37
23710 - Office Appliance Repairer	15.43
23760 - Painter, Maintenance	14.38
23790 - Pipefitter, Maintenance	13.55
23810 - Plumber, Maintenance	15.32
23820 - Pneudraulic Systems Mechanic	14.38
23850 - Rigger	15.43
23870 - Scale Mechanic	15.43
23890 - Sheet-Metal Worker, Maintenance	13.55
23910 - Small Engine Mechanic	15.21
23931 - Telecommunications Mechanic I	13.55
23932 - Telecommunications Mechanic II	19.01
23950 - Telephone Lineman	19.76
23960 - Welder, Combination, Maintenance	18.24
23965 - Well Driller	14.66
23970 - Woodcraft Worker	15.43
23980 - Woodworker	15.43
24000 - Personal Needs Occupations	11.67
24570 - Child Care Attendant	
24580 - Child Care Center Clerk	10.09
24610 - Chore Aide	12.58
24620 - Family Readiness And Support Services Coordinator	12.43
24630 - Homemaker	12.44
25000 - Plant And System Operations Occupations	16.22
25010 - Boiler Tender	
25040 - Sewage Plant Operator	15.43
25070 - Stationary Engineer	14.49
25190 - Ventilation Equipment Tender	15.43
25210 - Water Treatment Plant Operator	10.73
27000 - Protective Service Occupations	14.49
27004 - Alarm Monitor	
27007 - Baggage Inspector	13.96
27008 - Corrections Officer	12.15
27010 - Court Security Officer	12.15
27030 - Detection Dog Handler	12.05
27040 - Detention Officer	10.85
27070 - Firefighter	12.05
27101 - Guard I	12.05
27102 - Guard II	12.05
27131 - Police Officer I	10.95
27132 - Police Officer II	12.15
	13.40

28000	Recreation Occupations	
28041	Carnival Equipment Operator	9.53
28042	Carnival Equipment Repairer	10.08
28043	Carnival Equipment Worker	7.78
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	18.25
28630	Sports Official	11.74
28690	Swimming Pool Operator	17.71
29000	Stevedoring/Longshoremen Occupational Services	
29010	Blocker And Bracer	15.20
29020	Hatch Tender	15.20
29030	Line Handler	15.20
29041	Stevedore I	14.22
29042	Stevedore II	16.25
30000	Technical Occupations	
30010	Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	Archeological Technician I	17.49
30022	Archeological Technician II	19.56
30023	Archeological Technician III	24.27
30030	Cartographic Technician	23.18
30040	Civil Engineering Technician	21.93
30061	Drafter/CAD Operator I	17.49
30062	Drafter/CAD Operator II	19.56
30063	Drafter/CAD Operator III	20.74
30064	Drafter/CAD Operator IV	24.21
30081	Engineering Technician I	14.62
30082	Engineering Technician II	16.41
30083	Engineering Technician III	18.36
30084	Engineering Technician IV	22.34
30085	Engineering Technician V	27.83
30086	Engineering Technician VI	33.66
30090	Environmental Technician	21.10
30210	Laboratory Technician	20.74
30240	Mathematical Technician	33.34
30361	Paralegal/Legal Assistant I	19.06
30362	Paralegal/Legal Assistant II	21.53
30363	Paralegal/Legal Assistant III	26.35
30364	Paralegal/Legal Assistant IV	30.80
30390	Photo-Optics Technician	31.93
30461	Technical Writer I	22.17
30462	Technical Writer II	27.19
30463	Technical Writer III	31.79
30491	Unexploded Ordnance (UXO) Technician I	20.74
30492	Unexploded Ordnance (UXO) Technician II	27.33
30493	Unexploded Ordnance (UXO) Technician III	31.77
30494	Unexploded (UXO) Safety Escort	21.74
30495	Unexploded (UXO) Sweep Personnel	23.74
30620	Weather Observer, Combined Upper Air Or Surface Programs	24.74
30621	Weather Observer, Senior	(See 2)
31000	Transportation/Nonle Equipment Operator Occupations	21.93
31020	Bus Aide	8.14
31030	Bus Driver	8.61
31043	Driver Courier	8.17
31260	Parking and Lot Attendant	4.20

31290 - Shuttle Bus Driver	
31310 - Taxi Driver	9.99
31361 - Truckdriver, Light	8.21
31362 - Truckdriver, Medium	8.97
31363 - Truckdriver, Heavy	11.61
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	13.48
99030 - Cashier	
99050 - Desk Clerk	7.46
99095 - Embalmer	9.70
99251 - Laboratory Animal Caretaker I	22.74
99252 - Laboratory Animal Caretaker II	16.24
99310 - Mortician	17.04
99410 - Pest Controller	22.74
99510 - Photofinishing Worker	13.26
99710 - Recycling Laborer	11.95
99711 - Recycling Specialist	10.76
99730 - Refuse Collector	16.27
99810 - Sales Clerk	10.24
99820 - School Crossing Guard	8.95
99830 - Survey Party Chief	15.03
99831 - Surveying Aide	20.30
99832 - Surveying Technician	11.54
99840 - Vending Machine Attendant	15.00
99841 - Vending Machine Repairer	20.19
99842 - Vending Machine Repairer Helper	23.57
	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

(1) COMPUTER EMPLOYEES: Under the SCAs 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 \$400 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.100) 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, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives, Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted classes of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or 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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

GOVERNMENT OF GUAM
DEPARTMENT OF EDUCATION

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS that (here insert full name and address or legal title of Contractor) _____
hereafter called Contractor, and (Bonding Company), _____ as Principal,

_____ a
corporation duly organized under the laws of the Territory of Guam as Surety, hereinafter called Surety, are held firmly bound unto the
Territory of Guam as Obligee, in the amount of (Full Amount) Dollars (\$ _____), for payment of whereof Contractor and
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, 20____, entered into a contract with the Territory
of Guam for (describe project and insert project number) _____ (in accordance with drawings and specifications prepared by
(here insert full name and address or legal title of architect) which contract is by reference made a part hereof, and is hereinafter referred to
as the Contractor.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then
the obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or
extension provided the same is within the scope of the contract. Whenever Contractor shall be and is declared by the Territory of Guam to be
in default under the Contract, the Territory of Guam having performed territorial obligations thereunder, the Surety may promptly remedy the
default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Territory of
Guam and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Territory of
Guam, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or
contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract
price; but not exceeding, including other cost and damages for which the Surety may be liable hereunder, the amount set forth in the
first paragraph hereof. The term "balance of the contract price," as use in this paragraph shall mean the total amount payable by the
Territory of Guam to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Territory of
Guam to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Territory of
Guam or successors of the Territory of Guam

Signed and sealed this _____ day of _____, 20____

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(WITNESS)

(BONDING COMPANY)

BY: _____

(TITLE)

(ATTORNEY-IN-FACT)

GDOE Procurement Form 003
Government Standard Form PB-1

GDOE CAPITAL IMPROVEMENT PROJECT
DESIGN BUILD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

GOVERNMENT OF GUAM
DEPARTMENT OF EDUCATION

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS that (here insert full name and address or legal title of Contractor) as Principal, hereinafter called Principal, and (Bonding Company), a corporation duly organized under the laws of the Territory of Guam, as Surety, hereinafter called Surety, are held and firmly bound unto the Territory of Guam as Oblige, hereinafter called Territory, for the use and benefit of claimants as herein below defined, in the amount of (Full Amount) Dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ 20_____, entered into a contract with the Territory for (describe project and insert project number) in accordance with drawings and specifications prepared by (here insert full name and address or legal title of Architect) which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Territory that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Department shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit action shall be commenced hereunder by any claimant:
 - a) Unless claimant other than having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Territory, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
 - b) After expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ 20_____

_____ (PRINCIPAL)	_____ (SEAL)	_____ (WITNESS)
_____ (BONDING COMPANY)		_____ (TITLE)
_____ (TITLE)		_____ (MAJOR OFFICER OF SURETY) BY _____ (ATTORNEY-IN-FACT)

GDOE Procurement Form 005

GEOP CAPITAL IMPROVEMENT PROJECT
DESIGN BUILD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

(FB No. 032-2013)

Page 21

GDOE 00122

BONDING INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

When the form is submitted to GUAM DEPARTMENT OF EDUCATION, it must be accompanied with copies of the following:

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

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

BID FORM

Description	Unit	COST
1. Fire Alarm System Up-Grade/Replacement	Lump Sum	\$
2. Fire Suppression/Sprinkler System Repair	Lump Sum	\$
Grand Total:		\$

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

BIDDER REPRESENTATIONS

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

PRINT COMPANY NAME

and that by submission of this bid the company is making an offer to perform the work described in GDOE IFB 032-2013 for the price stated above. I also confirm that the bid price shall remain firm and irrevocable for ninety (90) days from the opening of this bid.

Name of Bidder (Company Name):			
Signature of Authorized Representative:		Date:	
Printed Name of Authorized Representative:		Title:	

SAMPLE CONTRACT

(This is a sample document. GDOE 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 FOR CONSTRUCTION SERVICES BETWEEN

GUAM DEPARTMENT OF EDUCATION

AND

[VENDOR]

FOR SERVICES PURSUANT TO GDOE IFB 032-2013

THIS AGREEMENT is entered into by and between the GUAM DEPARTMENT OF EDUCATION ("GDOE"), an agency of the government of Guam, whose address is P.O. Box DE, Hagåtña, Guam 96932 and [VENDOR] ("Contractor"), whose address is

GDOE and the Contractor may be collectively referred to herein as the "Parties."

WHEREAS, GDOE issued an Invitation to Bid ("IFB") GDOE IFB 032-2013 soliciting Design Build Fire Alarm System Upgrade/Replacement and Fire Suppression/Sprinkler System Repair for Southern High School;

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, GDOE may designate a third party to act as GDOE's Project Manager for the purpose of monitoring or reviewing Contractor's work as described herein;

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 construction services as such services are described in the following documents that are incorporated herein and included as Exhibits to this Agreement:

- (1) GDOE IFB 032-2013, including its Plans and Specifications and all attachments and amendments thereto Exhibit 1
- (2) Contractor's Bid Exhibit 2

The services to be performed hereunder are also referred to herein as "the work."

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 will perform the services under this Agreement at GDOE schools and buildings unless otherwise approved by GDOE.

II. Term of Agreement. This agreement shall be effective upon its full execution by all necessary parties and shall remain in effect until _____ () calendar days after the issuance of a Notice to Proceed by GDOE unless otherwise agreed to in writing by the parties hereto. Work to be performed by the Contractor under this Agreement shall commence upon issuance of a Notice to Proceed issued by GDOE.

III. Compensation.

A. Compensation. Upon final completion, Contractor shall be compensated not exceeding the amount of _____ (\$) unless otherwise agreed to pursuant to the terms of the Agreement.

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. 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 the terms herein.

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 fifteen (15) 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, recorded magnetic 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.

IX. **Severability.** If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

X. **Survival of Warranties.** All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

XI. **Fees and Expenses.** Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

XII. **Notices.** All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GDOE: GUAM DEPARTMENT OF EDUCATION
Attention: ADMINISTRATOR
Office of Supply Management
P.O. Box DE
Hagåtña, Guam 96932

With a copy to GDOE's Legal Counsel of Record.

TO CONTRACTOR: [VENDOR]

XIII. **Assignment/Subcontractors.** It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written

consent of GDOE. In the event of a permissive subcontract or assignment of this Agreement by 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.

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 of 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. **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.

XXIII. 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 tortious 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.

XXIV. 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.

XXV. 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.

XXVI. 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 when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this agreement.

B. **Gratuities and Kickbacks.** Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. **Contingent Fees.** Contractor warrants it has not retained a person to solicit or secure this 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.

D. **Ethical Standards.** Contractor warrants 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 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

XXVII. Disputes. 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 GDOE in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the GDOE 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 GDOE 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 GDOE 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.

XXVIII. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXIX. 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.

XXX. 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.

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

XXXII. Authorization for Change Orders. Any modifications to the quantities of services or equipment to be delivered pursuant to this Agreement, and the prices therefore, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. Change Orders 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 cost prior to such Change Order becoming effective.

XXXIII. Contract Performance and Payment Bonds.

A. **Performance Bonds.** Upon execution of this Agreement, Contractor shall deliver to GDOE a performance bond by a surety company authorized to do business in Guam or by such other method as may be approved by GDOE in the amount of one hundred percent (100%) of the price of services under this Agreement. Such Performance Bond shall be in the form attached herewith as Exhibit 3.

B. **Payment Bonds.** Upon execution of this Agreement, Contractor shall deliver to GDOE a payment bond by a surety company authorized to do business in Guam or by such other method as may be approved by GDOE in the amount of one hundred percent (100%) of the price of services under this Agreement. Such payment bond shall be in the form attached herewith as Exhibit 4. During performance of services under this Agreement and at its option, GDOE may reduce the required coverage of the payment bond as payments are made by the contractor for labor and material used or reasonably required in the performance of services under this Agreement.

XXXIV. Change Orders. GDOE, at any time and without notice to sureties, in a signed writing designated or indicated to be a change order may order (1) changes in the work within the scope of this Agreement; and (2) changes in the time for performance of services under this Agreement that do not alter the scope of the contract.

A. **Changes in the Work** may be accomplished after execution of the Agreement by a written Change Order signed by GDOE subject to the limitations stated in this Agreement.

B. **Change Orders.** A Change Order is a written instrument prepared by GDOE and the Contractor stating their agreement upon a change in the work: the amount of the adjustment, if any, in the price under this Agreement; and the extent of the adjustment, if any, in the time for performance of the work under this Agreement.

C. Adjustments of Price or Time for Performance. If any such change order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this section shall be determined in accordance with the Price Adjustment Clause herein. Failure of the parties to agree to an adjustment shall not excuse Contractor from proceeding with the Agreement as changed, provided that the territory promptly and duly makes such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation or an extension of time for completion.

D. Written Certification. The Contractor shall not perform any change order in excess of Five Thousand Dollars (\$5,000.00) unless it bears, or the Contractor has separately received, a written certification, signed by an appropriate fiscal officer or other responsible official that funds are available therefore. If acting on good faith, the Contractor may rely upon the validity of such certification.

E. Time Period for Claim. Within 30 days after receipt of a written change order under this section, unless such period is extended by GDOE the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless GDOE is prejudiced by the delay in notification.

F. Claim Barred After Final Payment. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.

G. Claims Not Barred. In the absence of change order, nothing in this section shall restrict the contractor's right to pursue a claim arising under this Agreement if pursued in accordance with the provision herein regarding claims based on GDOE's actions or omission or for breach of contract.

XXXV. Variations in Estimated Quantities.

A. Variations Requiring Adjustments. Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than 15% above or below the estimated quantity stated in this contract, an adjustment in the contract price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, GDOE shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement of the contract, ascertain the facts and make such adjustment for extending the completion date as in the judgment of GDOE is justified.

B. Adjustments of Price. Any adjustment in price made pursuant to this section shall be determined in accordance with the Price Adjustment Clause herein.

XXXVI. Suspension of Work.

A. **Suspension for Convenience.** GDOE may order the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as GDOE may determine to be appropriate for the convenience of the territory.

B. **Adjustment of Cost.** If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of GDOE in the administration of this Agreement, or by the failure of GDOE to act within the time specified in this Agreement (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent:

(1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor; or

(2) for which an adjustment is provided for or excluded under any other provision of this contract.

C. **Time Restriction on Claim.** No claim under this clause shall be allowed:

(1) for any costs incurred more than twenty (20) days before the contractor shall have notified GDOE in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

D. **Adjustments of Price.** Any adjustment in price made pursuant to this section shall be determined in accordance with the Price Adjustment Clause herein.

XXXVII. Differing Site Conditions.

A. **Notice.** The contractor shall promptly, and before such conditions are disturbed, notify GDOE of:

(1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or

(2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

B. Adjustments of Price or Time for Performance. After receipt of such notice, GDOE shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the contractor's cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed as a result of such conditions, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in price made pursuant to this section shall be determined in accordance with the Price Adjustment Clause herein.

C. Timeliness of Claim. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in this clause; provided, however, that the time prescribed therefore may be extended by GDOE in writing.

D. No Claim After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if asserted after final payment under this contract.

E. Knowledge. Nothing contained in this section shall be grounds for an adjustment in compensation if the contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

XXXVIII. Price Adjustment Clause.

A. Price Adjustment Methods. Any adjustment in price pursuant to this Agreement shall be made in one or more of the following ways:

- (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) by unit prices specified in the Agreement or subsequently agreed upon;
- (3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
- (4) in such other manner as the parties may mutually agree; or
- (5) in the absence of an agreement between the parties, by a unilateral determination by GDOE of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by GDOE in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Act.

B. Submission of Cost or Pricing Data. The contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

XXXIX. Claims Based on GDOE's Actions or Omissions.

A. Notice of Claim. If any action or omission on the part of GDOE requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of GDOE, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) the contractor shall have given written notice to GDOE:
 - (a) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
 - (b) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
 - (c) within such further time as may be allowed by GDOE in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. GDOE, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of GDOE.

(2) the notice required by Subparagraph (a) of this section describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

(3) the contractor maintains and, upon request, makes available to GDOE within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. Limitations of Clause. Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

C. Adjustments of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause herein.

XL. TERMINATION FOR DEFAULT FOR NONPERFORMANCE OR DELAY, DAMAGES FOR DELAY, TIME EXTENSIONS

A. **Default.** If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this Agreement or any extension thereof or fails to complete said work within such time, or commits any other substantial breach of this contract, and further fails within fourteen (14) days after receipt of written notice from GDOE to commence and continue correction of such refusal or failure with diligence and promptness, GDOE may by written notice to the contractor declare the contractor in breach and terminate the contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event the territory may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the contractor's right to proceed with the work is terminated, the contractor and the contractor's sureties shall be liable for any damage to the territory resulting from the contractor's refusal or failure to complete the work within the specified time.

B. **Liquidated Damages upon Termination.** If fixed and agreed liquidated damages are provided in the Agreement, and if the territory so terminates the contractor's right to proceed, the resulting damage will consist of such liquidated damages for such reasonable time as may be required for final completion of the work.

C. **Liquidated Damages in Absence of Termination.** If fixed and agreed liquidated damages are provided in the Agreement, and if the territory does not terminate the contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

D. **Time Extension.** The contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:

(1) the delay in the completion of the work arises from causes such as: acts of God; acts of the public enemy; acts of the territory, and any other territorial entity in either a sovereign or contractual capacity; acts of another contractor in the performance of a contract with the territory; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of subcontractors due to causes similar to those set forth above; or shortage of materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of materials, unless the contractor furnished to GDOE proof that the contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work, and further proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the contractor's operations; and

(2) the contractor, within ten days from the beginning of any such delay (unless GDOE grants a further period of time before the date of final payment under the

contract), notifies GDOE in writing of the causes of delay. GDOE shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the judgment of GDOE, the findings of fact justify such an extension.

E. **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this section, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this section, the rights and obligations of the parties shall, if the Agreement contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstance, this Agreement does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the Agreement modified accordingly.

F. **Additional Rights and Remedies.** The rights and remedies of GDOE provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

XXI. Liquidated Damages. When the contractor fails to complete the work or any portion of the work within the time or times fixed in the Agreement or any extension thereof, the contractor shall pay to GDOE One Thousand Dollars (\$1,000) for contracts worth less than One Hundred Thousand Dollars (\$100,000) and Two Thousand Dollars (\$2,000) for contracts worth One Hundred Thousand Dollars (\$100,000) or more per calendar day of delay pursuant to the section of this contract entitled, "Termination for Default for Nonperformance or Delay - Damages for Delay - Time Extension."

XLII. Termination for Convenience.

A. **Termination.** GDOE may, when the interests of this territory so require, terminate this Agreement in whole or in part, for the convenience of the territory. GDOE shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

C. **Right to Construction and Supplies.** GDOE may require the contractor to transfer title and deliver to GDOE in the manner and to the extent directed by GDOE:

- (1) any completed construction; and
- (2) such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (hereinafter called "construction material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this Agreement. The contractor shall protect and preserve property in the possession of the contractor in which the territory has an interest. If GDOE does not exercise this right, the contractor shall use best efforts to sell such construction, supplies, and construction materials in accordance with the standards of 14 GCA §2706 (UCC). This in no way implies that GDOE has breached the contract by exercise of the Termination for Convenience section herein.

D. Compensation.

- (1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations, bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, GDOE may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this section.
- (2) GDOE and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data submitted as required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total price under this Agreement plus settlement costs reduced by payments previously made by GDOE, the proceeds of any sales of construction, supplies, and construction materials under Paragraph (3) of this section, and the price of the work not terminated.
- (3) Absent complete agreement under Subparagraph (b) of this section, GDOE shall pay the contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:
 - (a) with respect to all work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:
 - (i) 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 amounts paid or to be paid for completed portions of such work; provided, however, 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;
 - (ii) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(i)(A) of this section.

(iii) 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, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Paragraph shall not exceed the total price under this Agreement plus the reasonable settlement costs of the contractor reduced by the amount of any sales of construction, supplies, and construction materials under Paragraph (3) of this clause, and the price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraphs (b) and (c) of this section shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

XLIII. Remedies. Any dispute arising under or out of this Agreement is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

XLIV. Ownership and Use of Drawings, Specifications. All drawings, specifications, plans or other instruments provided by GDOE or its consultants or Project Manager for the work under this Agreement are the property of GDOE.

XLV. Transmission of Data in Digital Form. If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement.

XLVI. GDOE Representative. The Superintendent of the Guam Department of Education shall designate in writing a representative who may have express authority to bind GDOE with respect to all matters requiring GDOE's approval or authorization. Except as otherwise provided herein, GDOE's Project Manager does not have authority to bind GDOE without written approval from GDOE.

XLVII. Review of Contract Documents and Field Conditions By Contractor. Execution of this Agreement by the Contractor is a representation that the Contractor has visited the site where the work shall be performed, become generally familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of this Agreement.

XLVIII. Supervision and Construction Procedures.

A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Agreement gives other specific instructions concerning these matters. If the Agreement gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate

the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to GDOE and the Project Manager and shall not proceed with that portion of the Work without further written instructions from GDOE. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, GDOE shall be solely responsible for any loss or damage arising solely from those GDOE-required means, methods, techniques, sequences or procedures.

B. The Contractor shall be responsible to GDOE for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

C. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

XLIX. Labor and Materials.

A. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

B. The Contractor may make substitutions only with the consent of the GDOE in accordance with a Change Order.

C. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

L. **Warranty.** The Contractor warrants to GDOE that materials and equipment furnished under this Agreement will be of good quality and new unless the Agreement or GDOE permits otherwise. The Contractor further warrants that the Work will conform to the requirements of the Agreement and will be free from defects, except for those inherent in the quality of the Work the Agreement requires or permits. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by GDOE, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

LL. **Taxes.** The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor.

LII. Permits, Fees, Notices and Compliance with Laws.

A. Unless otherwise provided in this Agreement, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work.

B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

C. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

D. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands, the Contractor shall immediately suspend any operations that would affect them and shall notify GDOE. Upon receipt of such notice, GDOE shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by GDOE but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the time or price for completion specified in this Agreement shall be made and addressed in accordance with the terms herein.

LIII. Contractor's Superintendent.

A. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the work site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

B. The Contractor, as soon as practicable after execution of this Agreement and no later than 15 days after issuance of a Notice to Proceed, shall furnish in writing to GDOE the name and qualifications of a proposed superintendent. GDOE may reply within 14 days to the Contractor in writing stating (1) whether GDOE has reasonable objection to the proposed superintendent or (2) that GDOE requires additional time to review. Failure of GDOE to reply within the 14 day period shall constitute notice of no reasonable objection.

C. The Contractor shall not employ a proposed superintendent to whom GDOE has made reasonable and timely objection. The Contractor shall not change the superintendent without the GDOE's consent, which shall not unreasonably be withheld or delayed.

LIV. Contractor's Construction Schedule.

A. The Contractor, promptly after execution of this Agreement and no later than 7 days after issuance of a Notice to Proceed, shall prepare and submit for GDOE's approval Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under this Agreement, shall be revised at appropriate intervals as required by the conditions of the Work, shall be related to the work to the extent required by this Agreement, and shall provide for expeditious and practicable execution of the Work.

B. The Contractor shall prepare a submittal schedule, promptly after execution of this Agreement and no later than 17 days after issuance of Notice to Proceed, and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for GDOE's approval. GDOE's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow GDOE reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in time or price for performance of the work based on the time required for review of submittals.

C. The Contractor shall perform the Work in general accordance with the most recent schedules approved by GDOE.

LV. Documents and Samples at the Site. The Contractor shall maintain at the site for GDOE one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to GDOE and its Project Manager or other consultants or agents as GDOE may designate and shall be delivered to GDOE upon completion of the Work as a record of the Work as constructed.

LVI. Approval of Drawings by GDOE. The Contractor shall perform no portion of the Work for which this Agreement requires submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by GDOE or GDOE's consultants or agents as may be required by GDOE.

LVII. Deviations from Approved Drawings. The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of this Agreement by GDOE's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed GDOE in writing of such deviation at the time of submittal and (1) GDOE has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by GDOE's approval thereof.

LVIII. Specialized Services. The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by this Agreement for a portion of the Work or unless the

Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by this Agreement, GDOE will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to GDOE. GDOE shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided GDOE has specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section, GDOE and its Project Manager or other consultants or agents as GDOE may designate will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in this Agreement.

LIX. Use of Site. The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and this Agreement and shall not unreasonably encumber the site with materials or equipment.

LX. Cutting and Patching.

A. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by this Agreement.

B. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of GDOE or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by GDOE or a separate contractor except with written consent of GDOE and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from GDOE or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

LXI. Cleaning Up.

A. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the worksite.

B. If the Contractor fails to clean up as provided in this Agreement, GDOE may do so and GDOE shall be entitled to reimbursement from the Contractor.

LXII. Access to Work. The Contractor shall provide GDOE and its Project Manager or other consultants or agents as GDOE may designate access to the Work in preparation and progress wherever located.

LXIII. Indemnification. To the fullest extent permitted by law the Contractor shall indemnify and hold harmless GDOE, its Project Manager and its Consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person under this Agreement.

LXIV. The Project Manager.

A. GDOE's Project Manager will have authority to act on behalf of GDOE only to the extent provided in this Agreement or Amendments thereto, or as otherwise may be provided for in a written notice signed by the Superintendent of the Guam Department of Education. GDOE's Project Manager shall not perform on GDOE's behalf the duties or responsibilities of an engineer, professional engineer, engineer intern, or architect as defined in 22 GCA §32101 et seq unless lawfully authorized to do so and specifically authorized to do so by GDOE. The Project Manager may perform its duties and make recommendations as described in this Agreement in consultation with any other consultant or agent that GDOE may designate.

B. The Project Manager or other consultants or agents as GDOE may designate will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with GDOE, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with this Agreement.

C. On the basis of the site visits and recommendations by other consultants or agents as GDOE may designate, the Project Manager will keep GDOE reasonably informed about the progress and quality of the portion of the Work completed, and report to GDOE (1) known deviations from this Agreement and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

D. Communications Facilitating Administration of the Work. Except as otherwise provided in this Agreement or when direct communications have been specially

authorized, GDOE and Contractor shall endeavor to communicate with each other through the Project Manager about matters arising out of or relating to the work. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through GDOE

E. Based on the Project Manager's evaluations of the Contractor's Applications for Payment, the Project Manager will review and make recommendations to GDOE regarding the amounts due the Contractor.

F. The Project Manager has authority to reject Work that does not conform to this Agreement. Whenever the Project Manager or other consultants or agents as GDOE may designate considers it necessary or advisable, the Project Manager will have authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Project Manager nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Project Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

G. The Project Manager, in conjunction with GDOE's Project Engineer or other GDOE consultants or agents as may be required by GDOE, will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; make recommendations to GDOE regarding the issuance of Certificates of Substantial Completion; receive and forward to GDOE, for GDOE's review and records, written warranties and related documents required by this Agreement and assembled by the Contractor.

LXV. Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

LXVI. Award of Subcontracts and Other Contracts for Portions of the Work.

A. Unless otherwise stated in this Agreement, the Contractor, as soon as practicable after execution of this Agreement, shall furnish in writing to GDOE through the Project Manager the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. GDOE may reply within 14 days to the Contractor in writing stating (1) whether GDOE or the Project Manager has reasonable objection to any such proposed person or entity or (2) that GDOE requires additional time for review. Failure of GDOE to reply within the 14-day period shall constitute notice of no reasonable objection.

B. The Contractor shall not contract with a proposed person or entity to whom GDOE has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

C. The Contractor shall not substitute a Subcontractor, person or entity previously selected if GDOE makes reasonable objection to such substitution.

LXVII. Subcontractual Relations. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of this Agreement, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward GDOE. Each subcontract agreement shall preserve and protect the rights of GDOE under this Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights.

LXVIII. Construction Schedules. GDOE shall provide for coordination of the activities of GDOE's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and GDOE in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and GDOE until subsequently revised.

LXIX. Contractor Delay, Costs. The Contractor shall reimburse GDOE for costs GDOE incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction.

LXX. Damage to Construction or Property. The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of GDOE or separate contractors.

LXXI. GDOE's Right to Clean Up. If a dispute arises among the Contractor, separate contractors and GDOE as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, GDOE may clean up allocate the cost among those responsible.

LXXII. Progress and Completion.

A. Time limits stated in this Agreement are of the essence of the Contract. By executing this Agreement the Contractor confirms that the time specified herein for performance of the work is a reasonable period for performing the work.

B. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by this Agreement to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

LXXIII. Schedule of Values. Where this Agreement is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to GDOE, before the first application for payment, a schedule of values allocating the entire price under this Agreement to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as GDOE may require. This schedule, unless objected to by GDOE, shall be used as a

basis for reviewing the Contractor's applications for payment.

LXXIV. Applications for Payment. At least ten days before the date established for each progress payment, the Contractor shall submit to GDOE an itemized Application for Payment prepared in accordance with the schedule of values, if required, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as GDOE may require, such as copies of requisitions from Subcontractors and material suppliers. Each Application for Payment shall reflect retainage by GDOE of ten percent (10%) of the total amount of the Application. Such retainage shall be remitted to Contractor upon completion of the work as described in Section LXXVIII (E) herein, Substantial Completion.

A. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

B. Unless otherwise provided in this Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by GDOE, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to GDOE to establish GDOE's title to such materials and equipment or otherwise protect GDOE's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

C. The Contractor warrants that title to all Work covered by an Application for Payment will pass to GDOE no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from GDOE shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

LXXV. Certificates for Payment:

A. GDOE's Project Manager will, within seven days after receipt of the Contractor's Application for Payment, either issue to GDOE a Recommendation for Payment, with a copy to the Contractor, for such amount as the Project Manager determines is properly due, or notify the Contractor and GDOE in writing of the Project Manager's reasons for withholding recommendation for payment in whole or in part.

B. The issuance of a Recommendation for Payment will constitute a representation by the Project Manager to GDOE, based on the Project Manager's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Project Manager's knowledge, information and belief, the Work has progressed to the point indicated

and that the quality of the Work is in accordance with this Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from this Agreement prior to completion and to specific qualifications expressed by the Project Manager.

LXXVI. Decisions to Withhold Recommendation for Payment.

A. If GDOE's Project Manager is unable to recommend payment in the amount of the Application, the Project Manager will notify the Contractor and GDOE. If the Contractor and the Project Manager cannot agree on a revised amount, the Project Manager will promptly issue a Recommendation for Payment for the amount for which the Project Manager is able to make such representations to GDOE. The Project Manager may also withhold a Recommendation for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Recommendation for Payment previously issued, to such extent as may be necessary in the Project Manager's opinion to protect GDOE from loss for which the Contractor is responsible, including loss resulting from acts and omissions because of

- (1) defective Work not remedied;
- (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to GDOE is provided by the Contractor;
- (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the price for the work;
- (5) damage to GDOE or a separate contractor;
- (6) reasonable evidence that the Work will not be completed within the time for performance of the work, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (7) repeated failure to carry out the Work in accordance with this Agreement.

B. When the above reasons for withholding Recommendation are removed, Recommendation will be made for amounts previously withheld.

LXXVII. Progress Payments.

A. After the Project Manager has issued a Recommendation for Payment and

such recommendation has been approved by GDOE, GDOE shall make payment in the manner and within the time provided in this Agreement, and shall so notify the Project Manager.

B. GDOE has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by GDOE to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, GDOE shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither GDOE nor its Project Manager shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

C. A Recommendation for Payment, a progress payment, or partial or entire use or occupancy of the Project by GDOE shall not constitute acceptance of Work not in accordance with this Agreement.

LXXVIII. Substantial Completion.

A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with this Agreement so that GDOE can occupy or utilize the Work for its intended use.

B. When the Contractor considers that the Work, or a portion thereof which GDOE agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to GDOE and the Project Manager a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with this Agreement.

C. Upon receipt of the Contractor's list, the Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Project Manager's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with this Agreement so that GDOE can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Project Manager. In such case, the Contractor shall then submit a request for another inspection by the Project Manager to determine Substantial Completion.

D. When the Work or designated portion thereof is substantially complete, the Project Manager will prepare a recommendation for the issuance of a Certificate of Substantial Completion that shall establish the date of Substantial Completion.

E. The Certificate of Substantial Completion shall be submitted by GDOE to Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, GDOE shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of this Agreement.

LXXIX. Final Completion and Final Payment.

A. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager will promptly make such inspection and, when the Project Manager finds the Work acceptable under this Agreement and the work fully performed, the Project Manager will promptly issue a final Recommendation for Payment stating that to the best of the Project Manager's knowledge, information and belief, and on the basis of the Project Manager's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of this Agreement.

B. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to GDOE (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which GDOE or GDOE's property might be responsible or encumbered (less amounts withheld by GDOE) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the GDOE, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by this Agreement, (4) consent of surety, if any, to final payment and (5), if required by GDOE, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of this Agreement, to the extent and in such form as may be designated by GDOE. If a Subcontractor refuses to furnish a release or waiver required by GDOE, the Contractor may furnish a bond satisfactory to GDOE to indemnify GDOE against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to GDOE all money that GDOE may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

LXXX. Protection of Persons and Property.

A. Safety Precautions and Programs. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work.

B. Safety of Persons and Property.

(1) The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(a) employees on the Work and other persons who may be affected thereby;

(b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or

the Contractor's Subcontractors or Sub-subcontractors; and

(c) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(2) The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

(3) The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including erecting construction fencing, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

(4) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

(5) The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by this Agreement) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of GDOE or Project Manager or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

(6) The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to GDOE and Project Manager.

(7) The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

(8) Notice of Injury or Damage to Person or Property. If any person is injured by the Work, written notice of such injury or damage, whether or not insured, shall be given to the Project Manager within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

C. Hazardous Materials.

(1) The Contractor is responsible for compliance with any requirements included in this Agreement regarding hazardous materials. If the Contractor

encounters a hazardous material or substance not addressed in this Agreement and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to GDOE and the Project Manager in writing.

(2) The Contractor shall indemnify GDOE for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations, except to the extent that the cost and expense are due to GDOE's fault or negligence.

D. Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

LXXXI. Insurance and Bonds.

A. Contractor's Liability Insurance.

(1) The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in Guam the following insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations, and if necessary, Broad Form Property Damage and Explosion, collapse, and Underground coverage. Coverage shall be extended for three years following issuance of a Certificate of Substantial Completion. Limits of liability shall be not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.
- b. Property or Builders All Risk insurance providing coverage for all risks of direct physical loss or damage, including flood, earthquake, and windstorm, to raw materials, work in progress, components, and completed construction throughout the job site and at temporary storage and prefabrication sites. The amount of coverage shall be not less than the total of the full replacement value of raw materials, components, work in process, and completed construction.
- c. Commercial Automobile Liability insurance for all owned and non-owned vehicles used in connection with the Work under this Agreement in an amount not less than One Million Dollars (\$1,000,000) combined single limit of

liability.

- d. Workers Compensation and Employer's Liability insurance as required by applicable statute or regulation.
- e. Transportation Insurance as necessary providing All Risk, including War Risk, coverage for loss or damage to building materials and components from the point of shipment to the site of Work.

(2) Insurance coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in this Agreement. All policies for coverage required by this Agreement shall contain an endorsement requiring insurers to provide GDOE with sixty days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.

(3) Certificates of insurance acceptable to GDOE shall be filed with GDOE prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to GDOE. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor to GDOE with reasonable promptness.

(4) The Contractor shall cause the commercial and automobile liability and property coverage required to include (1) GDOE and its Directors, officers, agents, and employees and GDOE's Project Manager as additional insureds for claims arising out of the Work or under this Agreement.

(5) Deductibles, if any, for any required insurance coverage shall be approved by GDOE.

LXXXII. Uncovering and Correction of Work.

A. Uncovering of Work.

(1) If a portion of the Work is covered contrary to GDOE or the Project Manager's request or to requirements specifically expressed in this Agreement, it must, if requested in writing by GDOE, be uncovered for examination by the Project Manager or other consultants or agents as GDOE may designate and be replaced at the Contractor's expense.

without change in the time for performance of the work.

B. Correction of Work.

(1) Before or After Substantial Completion. The Contractor shall promptly correct Work rejected by GDOE or failing to conform to the requirements of this Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the services of the Project Manager or other consultants or agents as GDOE may designate and expenses made necessary thereby, shall be at the Contractor's expense.

(2) After Substantial Completion.

(a) If, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties or by terms of an applicable special warranty required by this Agreement, any of the Work is found to be not in accordance with the requirements of this Agreement, the Contractor shall correct it promptly after receipt of written notice from GDOE to do so unless GDOE has previously given the Contractor a written acceptance of such condition. GDOE shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from GDOE, the Owner may correct it in accordance with this Section.

(3) The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of this Agreement and are neither corrected by the Contractor nor accepted by GDOE.

(4) The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of GDOE or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of this Agreement.

(5) Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under this Agreement. Establishment of the one-year period for correction of Work relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with this Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

C. Acceptance of Nonconforming Work. If GDOE prefers to accept Work that is not in accordance with the requirements of this Agreement, GDOE may do so instead of requiring its removal and correction, in which case the price for the work will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

D. Tests and Inspections.

(1) Tests, inspections and approvals of portions of the Work shall be made as required by this Agreement and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to GDOE, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Project Manager timely notice of when and where tests and inspections are to be made so that the Project Manager or other consultants or agents as GDOE may designate may be present for such procedures.

(2) If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by this Agreement, all costs made necessary by such failure including those of repeated procedures and compensation for the services of the Project Manager or other consultants or agents as GDOE may designate and expenses shall be at the Contractor's expense.

(3) Required certificates of testing, inspection or approval shall, unless otherwise required by this Agreement, be secured by the Contractor and promptly delivered to the Project Manager.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year appearing below their respective signatures.



Jon J. P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net
Manuel F. L. Guerrero/Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96932
Telephone: (671) 475-0438/Fax: (671) 472-5001



Marcus Y. Pido
Supply Management Administrator

Date: September 06, 2013

Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

I, _____, an authorized representative of the company named below, acknowledge receipt of **CLARIFICATION #1**. Number of pages received (including this coversheet) **2** for IFB/RFP: GDOE IFB 032-2013, Title: **DESIGN BUILD: FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL**.

AMENDMENT ACKNOWLEDGEMENT FORM

Company Name (Print)

Print Name

Signature

Time and Date

IFB/RFP 032-2013

Title: **DESIGN BUILD
FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM
REPAIR FOR SOUTHERN HIGH SCHOOL**

GDOE 00160



JON J. P. FERNANDEZ
Superintendent of Education

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

*Manuel F.L. Guerrero / Administration Building
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Telephone: (671) 300-1581
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

CLARIFICATION NO. 1

September 6, 2013

Gentlemen:

Please refer to our Invitation for Bid No. GDOE IFB 032-2013, DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

AMEND BID SUBMISSION DATE AND TIME TO READ:

FROM: THURSDAY, September 16, 2013 at 10:00 a.m.

To: MONDAY, September 16, 2013 at 10:00 a.m.

All else remains same.

Sincerely,

MARCUS Y. PIDO
Supply Management Administrator



DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
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Hagatna, Guam 96910
Telephone: (671) 475-0438/Fax: (671) 472-5001



Jon J. P. Fernandez
Superintendent of Education

Marcus Y. Pido
Supply Management Administrator

September 18, 2013

MEMORANDUM

To: File

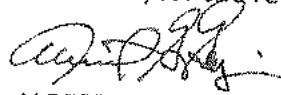
From: Buyer Supervisor II

Reference: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL.
FORMAL BID: GDOE IFB 032-2013

On Wednesday, September 11, 2013, GDOE sent Amendment 2 to all companies who obtained copies of the IFB. Upon posting Amendment 2 to the Procurement Website it was noted that there is no Amendment 1.

After reviewing the files, it is hereby noted that the Amendment No. 2 was inadvertently assigned the wrong Amendment number therefore being mislabeled as Amendment No. 2.

Therefore, for the record, let it be known that there is no assigned Amendment No. 1.


ALBERT G. GARCIA
Buyer Supervisor II

/ /CONCUR


MARCUS Y. PIDO
Supply Management Administrator



Jon J. P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
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Telephone: (671) 475-0438/Fax: (671) 472-5001



Marrus Y. Pido
Supply Management Administrator

Date: September 11, 2013

Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

I, _____, an authorized representative of the company named below, acknowledge receipt of **AMENDMENT #2**. Number of pages received (including this coversheet) 3 for IFB/RFP: GDOE IFB 032-2013, Title: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

AMENDMENT ACKNOWLEDGEMENT FORM

Company Name (Print)

Print Name

Signature

Time and Date

IFB/RFP 032-2013

Title: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL



JON J. P. FERNANDEZ
Superintendent of Education

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

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Hagåtña, Guam 96910
Telephone: (671) 300-1581
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

AMENDMENT NO. 2

September 11, 2013

Gentlemen:

Please refer to our Invitation for Bid No. GDOE IFB 032-2013, DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

Questions submitted by G4S on September 10, 2013:

Question: 1. Given the short time for this bid, as built Drawings or Floor plans on the entire campus layout, is essential in producing accurate estimates and designs. Can we have these drawing right away?

Response: Floor plans and some electrical drawings are being provided, however, the accuracy of the drawings provided is unknown. It is the Bidder's responsibility to verify all existing conditions and prepare their bids accordingly. (Reference purposes only)- See E-Mail dated September 11, 2013.

Question: 2. Can we extend Deadline for Questions to Thursday to allow time for site walk thru to be inclusive in questionnaire?

Response: Deadline for questions is extended to Thursday, 9/12/13 at 4:00 PM.

Question: 3. Some parts for the existing fire alarm system does not meet fire code. If some of the existing system is to be used for the new system, the conduit for example, are we required to alter the structure to adjust the existing Strobe and Pull stations location so that it meets code?

Response: The new Fire Alarm System must meet current fire code.

Question: 4. The fire alarm wires that will be removed, are we to dispose of it or give to GDOE?

Response: Remove, Dispose and Replace (with new wire) all existing fire alarm wiring.

Question: 5. Will GDOE and School principals approve Outside Classroom works between 8 am and 2:45 pm, and inside classroom work begin 3pm and 9pm?

Response: Work outside the classrooms will be allowed from 8:00AM to 2:45 PM only if it is non-disruptive to the classroom operation (i.e., no drilling, banging, loud noises, etc.).

Question: 6. Will GDOE and School principals Allow/guarantee access to school for Fire alarm work on Saturdays, Sundays, and Holidays between 8am and 5pm?

Response: Contractor will be allowed/granted access to work on weekends and holidays (excluding some major holidays, i.e., Christmas, Thanksgiving, Easter, etc.) with a request to the school administration at least 48 hours in advance.

Question: No Question. N/A (skipped a number).

Question: 8. Sometimes the Authority Having Jurisdiction will require additional work outside of the approved plans during their inspection, will this additional work if any constitute additional work under change order?

Response: The project is a Design/Build, therefore the Contractor will be responsible for meeting all requirements of the AHJ at no additional cost to the Owner.
All else remains same.

Sincerely,



MARCUS Y. PIDO

Supply Management Administrator



Jon J. P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

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



Marcus Y. Pido
Supply Management Administrator

Date: September 12, 2013

Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

I, _____, an authorized representative of the company named below, acknowledge receipt of CLARIFICATION #2. Number of pages received (including this coversheet) 3 for IFB/RFP: GDOE IFB 032-2013, Title: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

AMENDMENT ACKNOWLEDGEMENT FORM

Company Name (Print)

Print Name

Signature

Time and Date

IFB/RFP 032-2013

Title: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

GDOE 00166



JON J. P. FERNANDEZ
Superintendent of Education

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

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Telephone: (671) 300-1581
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

CLARIFICATION NO. 2

September 12, 2013

Gentlemen:

Please refer to our Invitation for Bid No. GDOE IFB 032-2013, DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

Questions submitted by EMB Electrical on September 11, 2013:

Question: 1. The Auditorium Theater has and confirm Standalone FAS Panel how about the Gynasium?

Response: The Gym and Auditorium both have stand-alone fire alarm systems and FACP that will need to be tied into the main campus system and FACP.

Question: 2. Is it all Elevator in good condition ?if not how is the procedure if the new design required to install elevator devices inside top of Elevator as per new GFD requirement Is it the owner obligation to fix the elevator to complete the new FAS Design?

Response: The elevators in Buildings 2 & 3 are not operational and are beyond repair. Therefore, the Contractor will not be required to install devices within these elevator shafts.

Questions submitted by G4S on September 11, 2013:

Question: Item C, under Fire alarm system on page 4 states, "Provide and install new intelligent addressable Fire alarm/Mass Notification System complete with all new appliances, conduits, wiring etc."

During the Pre-Bid Conference this past Monday, a question was asked about whether existing conduit can be used. The answer was yes.

Can existing Fire Alarm Conduit be use, and thereby saving the Government a lot of money?

Response: Existing conduits may be used, at the Contractor's discretion, as long as the existing conduit meets all current code requirements.

Questions submitted by Orion Construction on September 11, 2013:

Question: Are drawings designed and stamped by a Professional Electrical Engineer acceptable for required Building Permit Application?

Response: Refer to the AHJ for requirements to obtain a Building Permit.

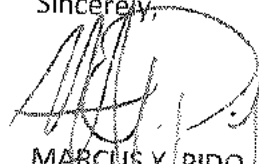
Question: We refer you to Section 4-Forms Required for all Solicitations: Are we to complete and submit with our bid "GDOE Procurement Form 003 Performance Bond" and "GDOE Procurement Form 005 Labor and Material Payment Bond"?

Response: The Performance Bond and Labor and Material Payment Bonds are not required with the Bid Submission, these are for information only and will only be required of the awarded contractor. A Bid Bond is required with the Bid Submission.

Question: Request Bid Submission Date be extended for 1-week due to time required in conducting site investigation of existing school complex, preparation of initial design and requesting for quotations from various suppliers for the equipment and devices.

Response: The Bid Submission Date will not be extended.
All else remains same.

Sincerely,



MARCUS Y. PIDO
Supply Management Administrator

SOUTHERN HIGH SCHOOL SANTA RITA, GUAM

ROTC Building
(Building 12 & 13)

Cafeteria
(Building 8)

Building 5000
(Building 7E)

Building 6000
(Building 9C)

Student Center
(Building 3)

Building 4000
(Building 7D)

Building 7000
(Building 9B)

Building 8000
(Building 9A)

Building 3000
(Building 7C)

Gymnasium
(Building 10)

Fine Arts
Auditorium
(Building 6)

Counseling
(Building 2)

Administration
(Building 1)

Building 2000
(Building 7B)

Nurse
(Building 4)

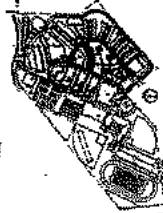
Building 1000
(Building 7A)

Library
(Building 5)

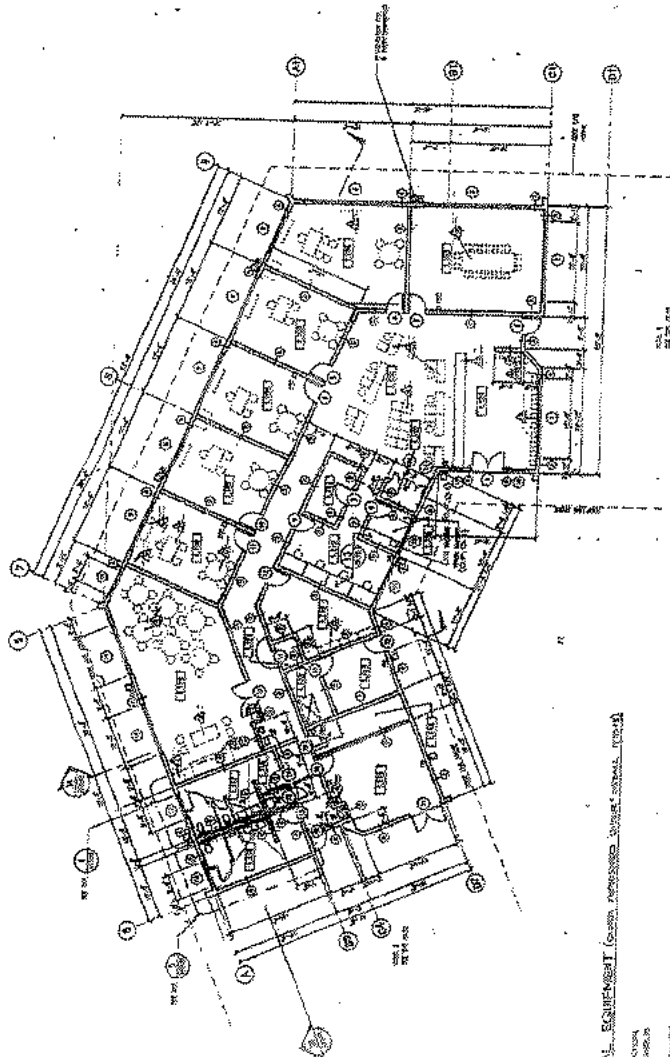
map © 2015 ESRI/arcgis.com

Room Number	Room Name	Room Type	Room Area	Room Volume	Room Height	Room Notes
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- ① Service building
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 ⑲ 19th floor
 ⑳ 20th floor



GOVERNMENT OF OMAHA
 DEPARTMENT OF PUBLIC WORKS
 PROJECT NO. 1
 DRAWING NO. 1
 SHEET NO. 1
 DATE: 11/15/1964
 BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 TITLE: [Signature]

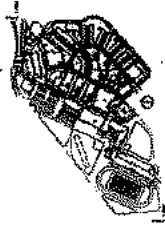


FLOOR PLAN, BLDG. 1
ADMINISTRATION

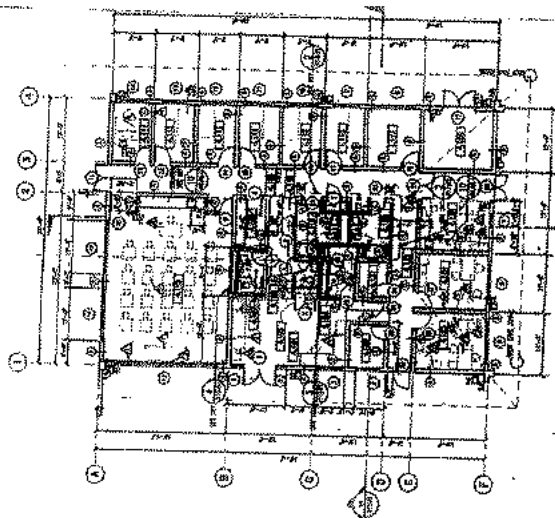
- LEGEND: ROOMS (ROOM NUMBER, ROOM NAME, ROOM TYPE)
 ① Reception Room
 ② Conference Room
 ③ Training Room
 ④ Storage Room
 ⑤ File Room
 ⑥ Mail Room
 ⑦ Janitor's Room
 ⑧ Rest Room
 ⑨ Men's Room
 ⑩ Women's Room
 ⑪ Shower
 ⑫ Dressing Room
 ⑬ Entry Room
 ⑭ Corridor
 ⑮ Staircase
 ⑯ Elevator
 ⑰ Mechanical Room
 ⑱ Utility Room
 ⑲ Storage Room
 ⑳ Office

NO.	DESCRIPTION	QTY	UNIT	REMARKS
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- NOTES:**
- 1. Check quantity
 - 2. Check dimensions
 - 3. Check materials
 - 4. Check finish
 - 5. Check workmanship
- GENERAL REQUIREMENTS:**
- 1. All work to be in accordance with the contract documents.
 - 2. All work to be in accordance with the specifications.
 - 3. All work to be in accordance with the drawings.
 - 4. All work to be in accordance with the standards.
 - 5. All work to be in accordance with the laws.



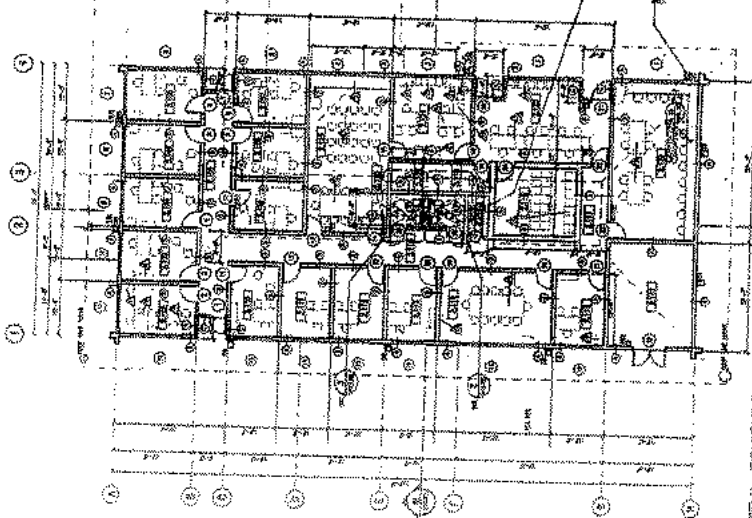
NO.	DESCRIPTION	QTY	UNIT	REMARKS
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FLOOR PLAN BLDG. 4

- COLLATERAL EQUIPMENT - BLDG. 4**
- 1. Heating Coils
 - 2. Air Conditioning
 - 3. Refrigeration

NO.	DESCRIPTION	QTY	UNIT	REMARKS
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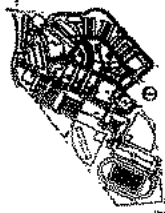
FLOOR PLAN BLDG. 2

- COLLATERAL EQUIPMENT - BLDG. 2**
- 1. Heating Coils
 - 2. Air Conditioning
 - 3. Refrigeration

- 1. Heating Coils
- 2. Air Conditioning
- 3. Refrigeration

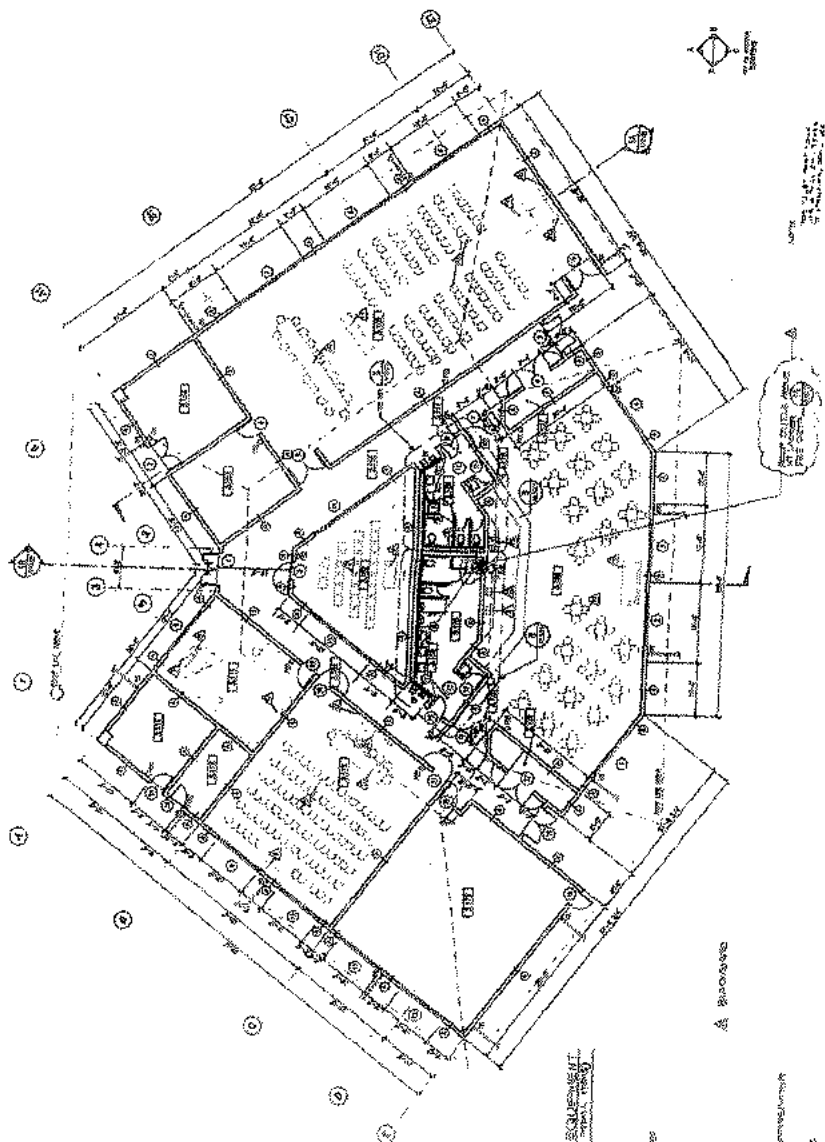
NO.	DESCRIPTION	DATE	BY
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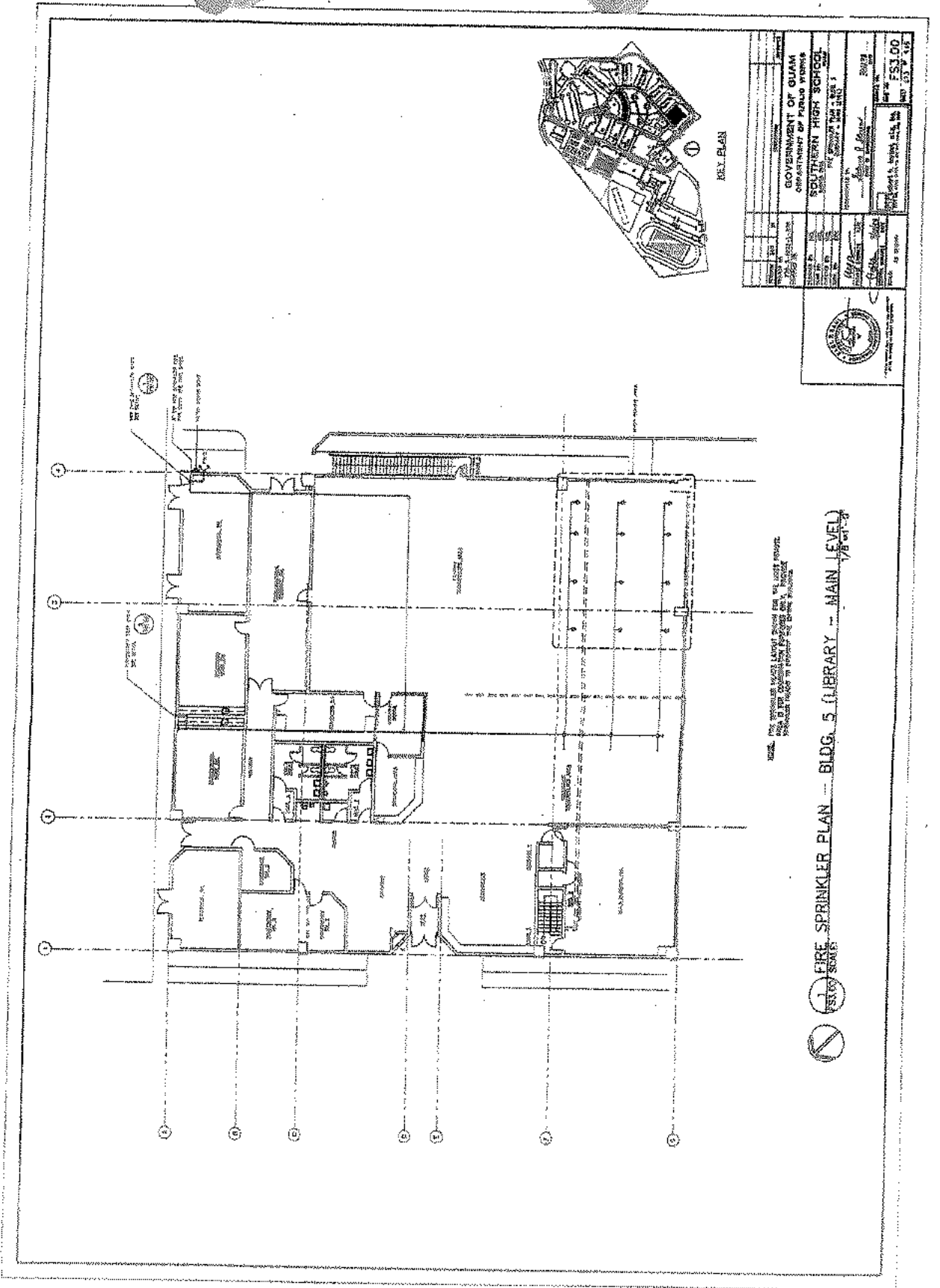
NO.	DESCRIPTION	DATE	BY
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GOVERNMENT OF OREGON
 DEPARTMENT OF PUBLIC SAFETY
 FIRE MARSHAL'S OFFICE
 1000 NE Oregon Street, Portland, Oregon 97232
 (503) 281-1500
 DATE: 10/15/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]



FLOOR PLAN BLDG. 3
STUDENT CENTER

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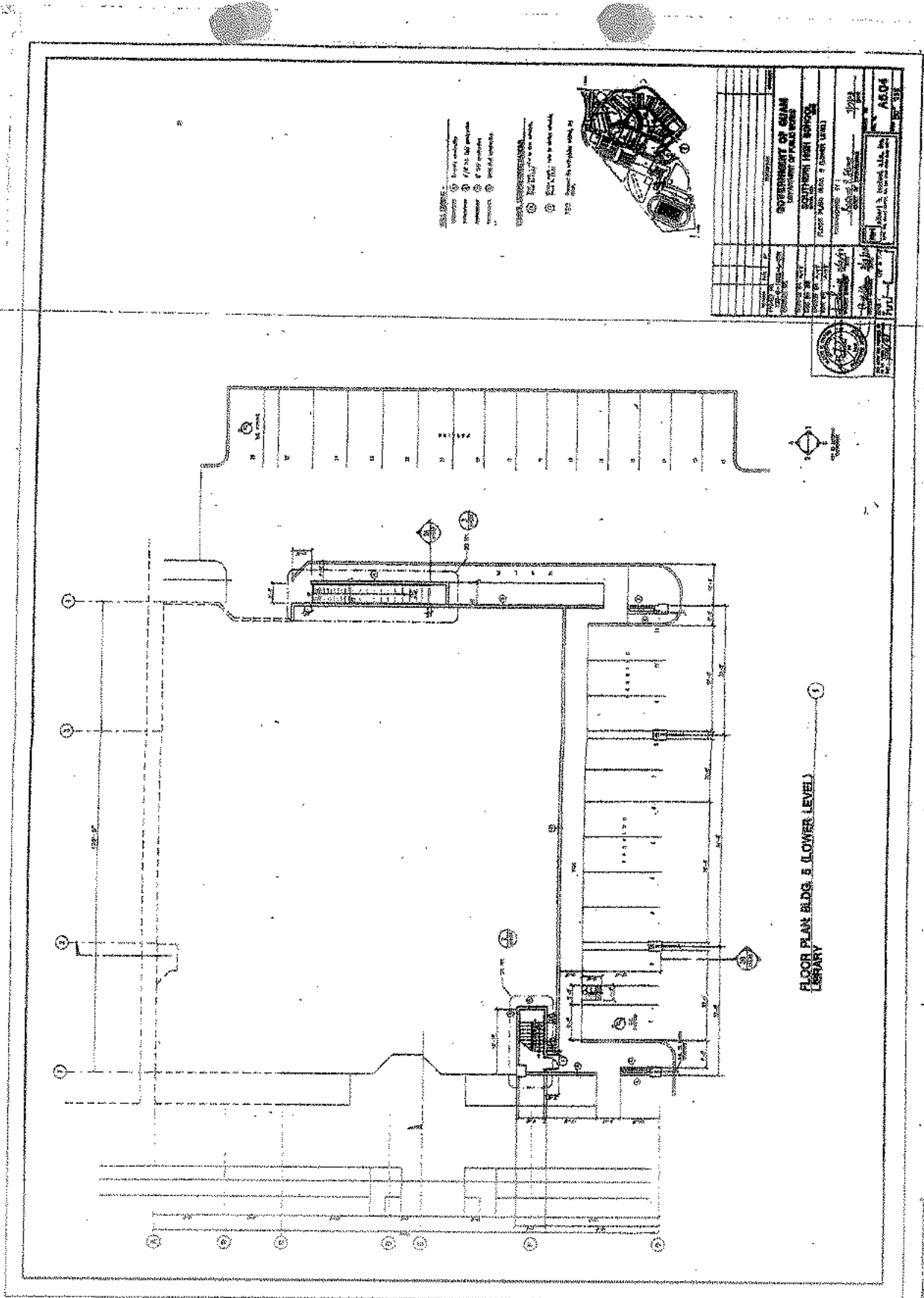
PROJECT NO.		DATE	
DRAWING NO.		SCALE	
GOVERNMENT OF GUAM OFFICE OF PUBLIC WORKS WESTERN HIGH SCHOOL 1000 WESTERN HIGH SCHOOL DRIVE HAGATNA, GUAM			
DESIGNED BY		CHECKED BY	
DRAWN BY		DATE	
PROJECT NO.		DATE	
DRAWING NO.		SCALE	
GOVERNMENT OF GUAM OFFICE OF PUBLIC WORKS WESTERN HIGH SCHOOL 1000 WESTERN HIGH SCHOOL DRIVE HAGATNA, GUAM			



NOTE: THE SPRINKLER WORK LAYOUT SHOWN FOR THE LIBRARY SHOULD BE IN ACCORDANCE WITH THE GUAM FIRE DEPARTMENT REQUIREMENTS FOR THE PROPOSED BUILDING.


 FIRE SPRINKLER PLAN - BLDG. 5 (LIBRARY) - MAIN LEVEL

 1/8" = 1'-0"



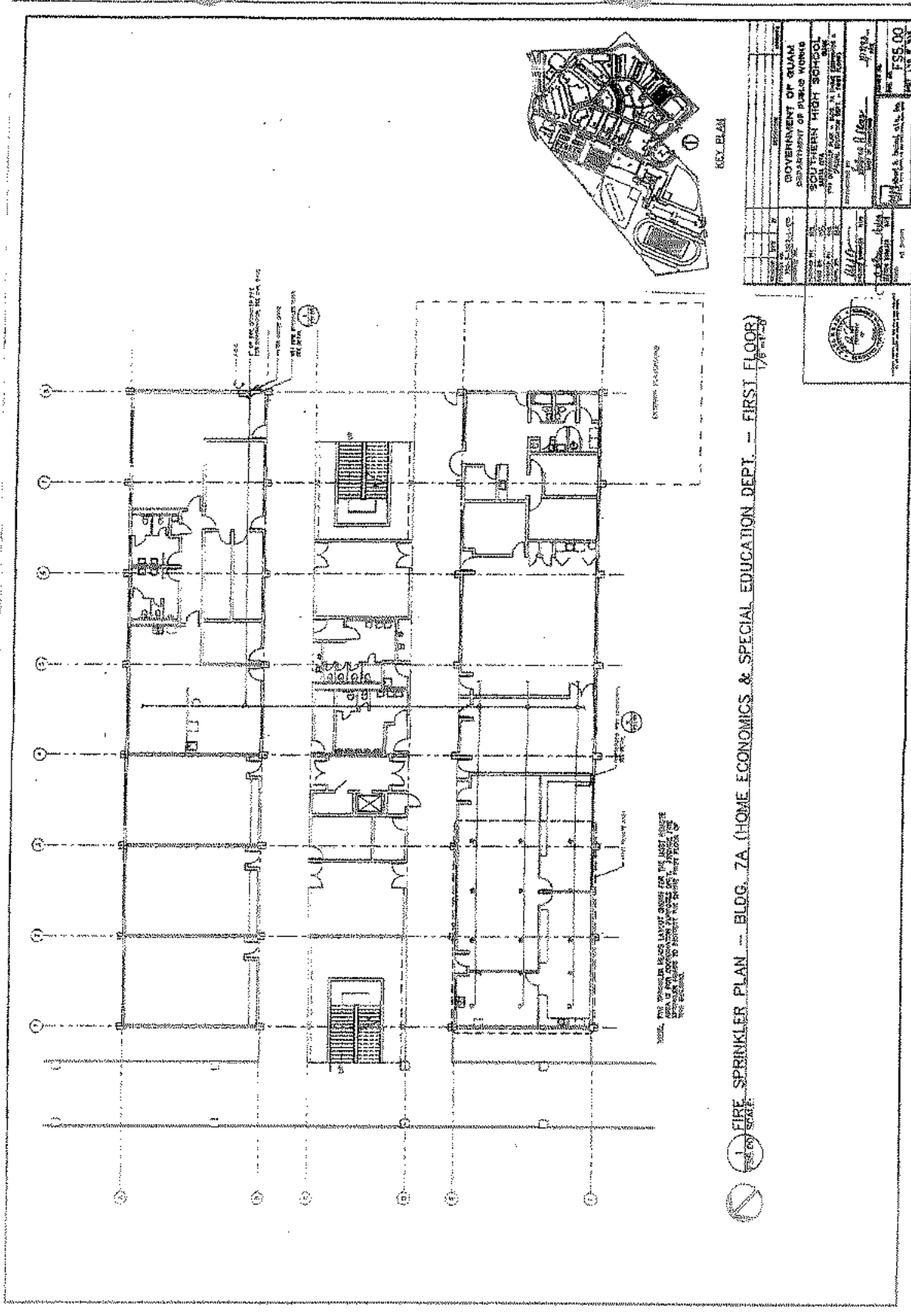
- SYMBOLS:**
- ① Existing structure
 - ② Proposed structure
 - ③ Proposed structure to be added
 - ④ Proposed structure to be removed
 - ⑤ Proposed structure to be altered
 - ⑥ Proposed structure to be relocated
 - ⑦ Proposed structure to be demolished
- NOTES:**
1. See drawing for details.
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 98. See drawing for details.
 99. See drawing for details.
 100. See drawing for details.



GOVERNMENT OF OMAN MINISTRY OF EDUCATION SOUTH BAHARI HIGH SCHOOL SOUTH BAHARI, MUSCAT, OMAN	
PROJECT NO. 101 DRAWING NO. 101/1 DATE: 1981	ARCHITECT: [Name] ENGINEER: [Name]
SCALE: 1/4" = 1'-0" SHEET NO. 101/1	AS/04 10/10/81



FLOOR PLAN BLDG. 5 (LOWER LEVEL)
LIBRARY



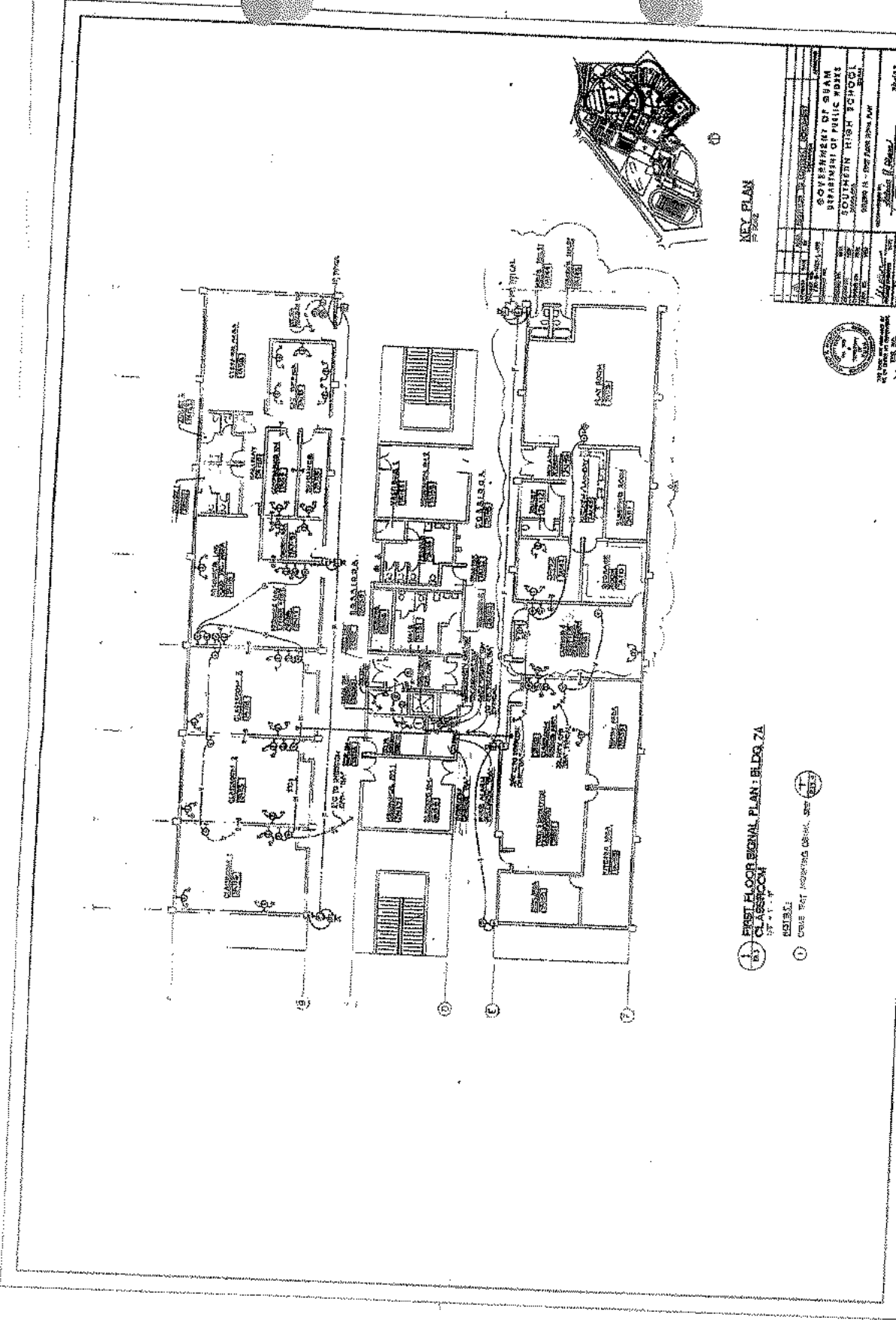
KEY PLAN

100
 FIRE SPRINKLER PLAN - BLDG. 7A (HOME ECONOMICS & SPECIAL EDUCATION DEPT. - FIRST FLOOR)
 1/2" = 1'-0"

NO.	DESCRIPTION	DATE	BY	CHECKED
1	REVISED LAYOUT	1/15/76	J. J. H. [Signature]	[Signature]
2	REVISED LAYOUT	1/15/76	J. J. H. [Signature]	[Signature]
3	REVISED LAYOUT	1/15/76	J. J. H. [Signature]	[Signature]
4	REVISED LAYOUT	1/15/76	J. J. H. [Signature]	[Signature]

GOVERNMENT OF MICHIGAN
 DEPARTMENT OF PUBLIC WORKS
 SOUTHERN HIGH SCHOOL
 48400
 11/15/76
 \$55.00





1 FIRST FLOOR GENERAL PLAN: BLDG. 7A
BY CLASSROOM

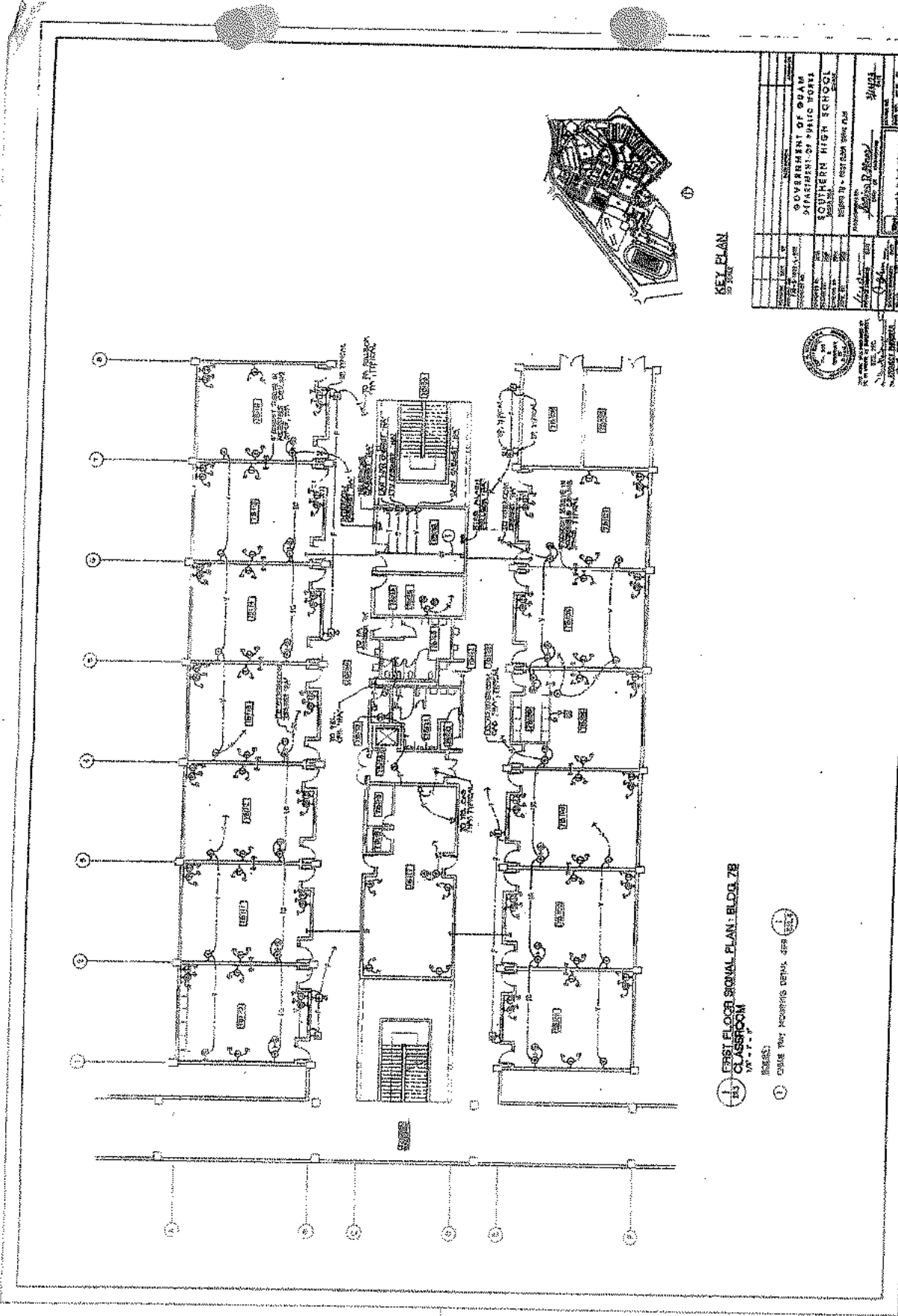
- 1 CLASS ROOM
- 2 LIBRARY
- 3 GYMNASIUM
- 4 OFFICE

KEY PLAN



GOVERNMENT OF GUAM DEPARTMENT OF EDUCATION SOUTHERN HIGH SCHOOL TITIAN, GUAM	
PROJECT NO. 100-100-100-100 DRAWING NO. 100-100-100-100 DATE 10/10/10	ARCHITECT ENGINEER PLUMBER ELECTRICIAN MECHANICAL SANITARY STRUCTURAL CIVIL LANDSCAPE ARCHITECT HISTORIC PRESERVATION INTERIOR DESIGNER ENVIRONMENTAL ENGINEER GEOTECHNICAL ENGINEER TRANSPORTATION ENGINEER WATER RESOURCES ENGINEER WIND ENGINEER MARINE ENGINEER PAVEMENT ENGINEER PORT AND HARBOR ENGINEER RAILROAD ENGINEER SURVEYOR TOWER ENGINEER TRANSMISSION ENGINEER WATER SUPPLY ENGINEER WIND ENGINEER WIND TUNNEL ENGINEER WIND TUNNEL OPERATOR WIND TUNNEL DESIGNER WIND TUNNEL CONSTRUCTION SUPERVISOR WIND TUNNEL MAINTENANCE SUPERVISOR WIND TUNNEL OPERATOR WIND TUNNEL DESIGNER WIND TUNNEL CONSTRUCTION SUPERVISOR WIND TUNNEL MAINTENANCE SUPERVISOR
DRAWN BY: [Name] CHECKED BY: [Name] DATE: 10/10/10	





KEY PLAN
1/8" = 1'-0"

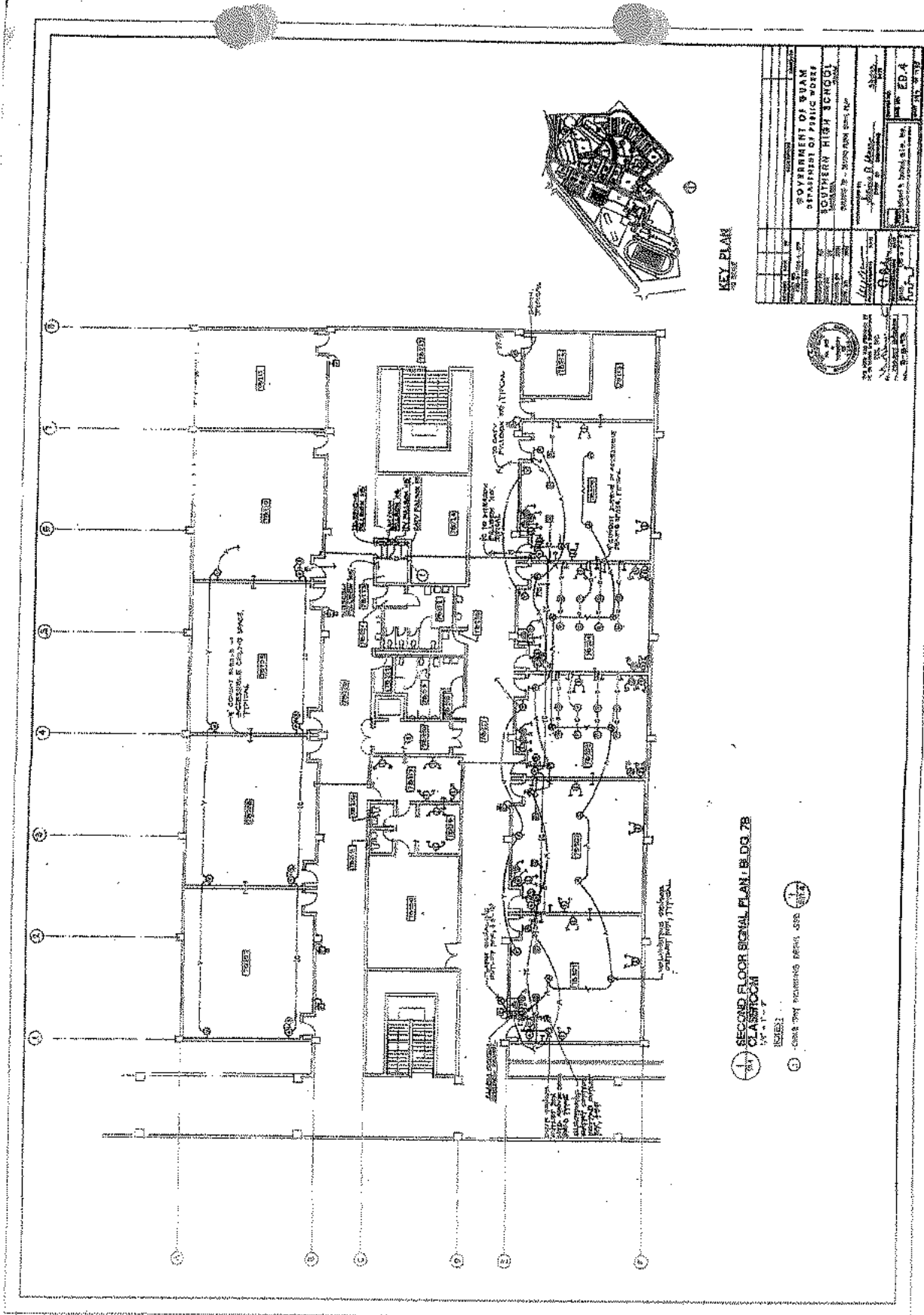
1st FLOOR SIGNAL PLAN BLDG. 78
CLASSROOM
1/8" = 1'-0"

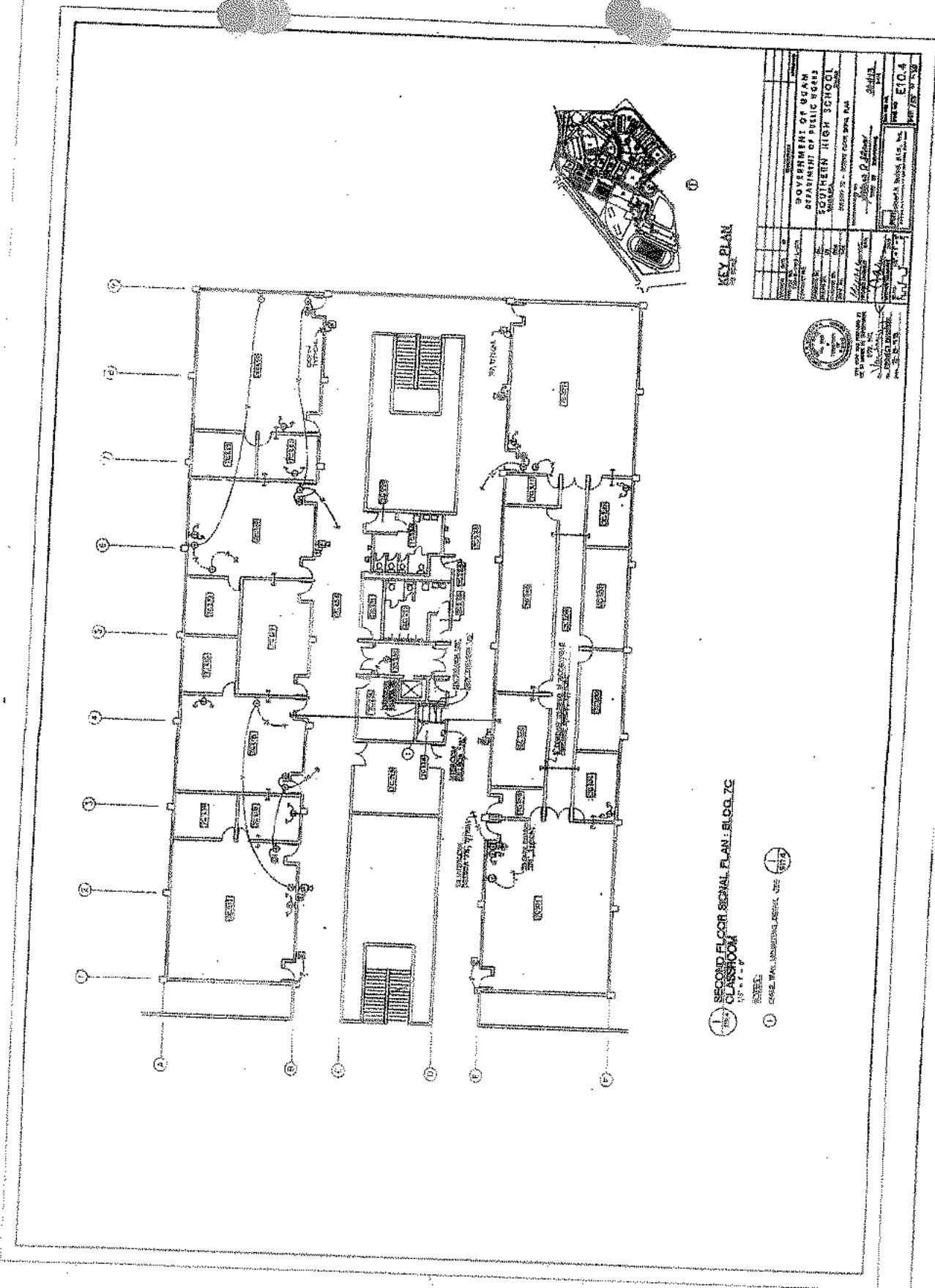
- NOTES:
- 1. CHECK THE HOISTING DETAILS.

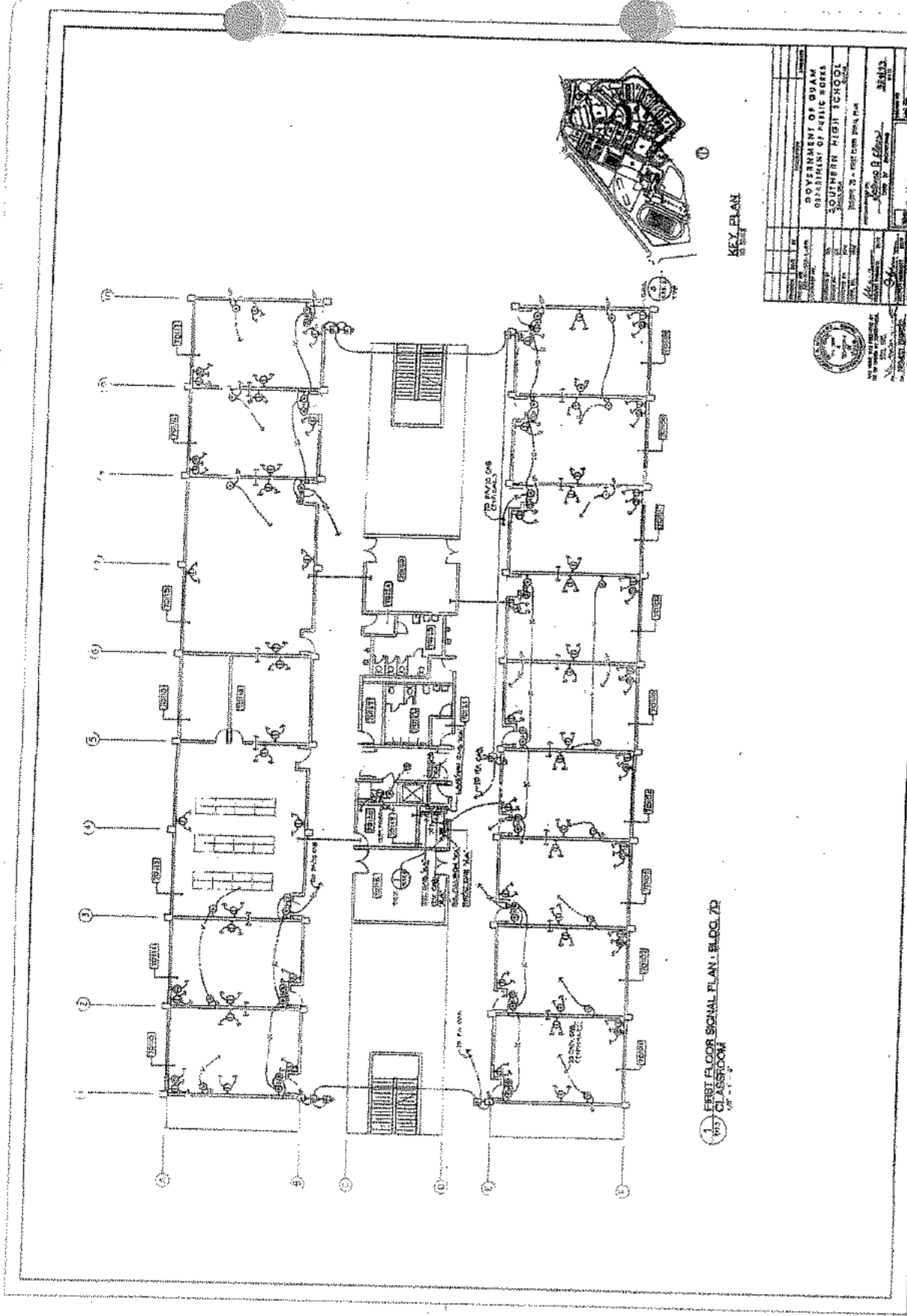
PROJECT NO.	1000
DATE	10/15/50
DESIGNED BY	W. H. HARRIS
CHECKED BY	W. H. HARRIS
DATE	10/15/50
PROJECT NO.	1000
DATE	10/15/50
DESIGNED BY	W. H. HARRIS
CHECKED BY	W. H. HARRIS
DATE	10/15/50
PROJECT NO.	1000
DATE	10/15/50
DESIGNED BY	W. H. HARRIS
CHECKED BY	W. H. HARRIS
DATE	10/15/50



W. H. HARRIS
REGISTERED ARCHITECT
SOUTH CAROLINA
1000
10/15/50







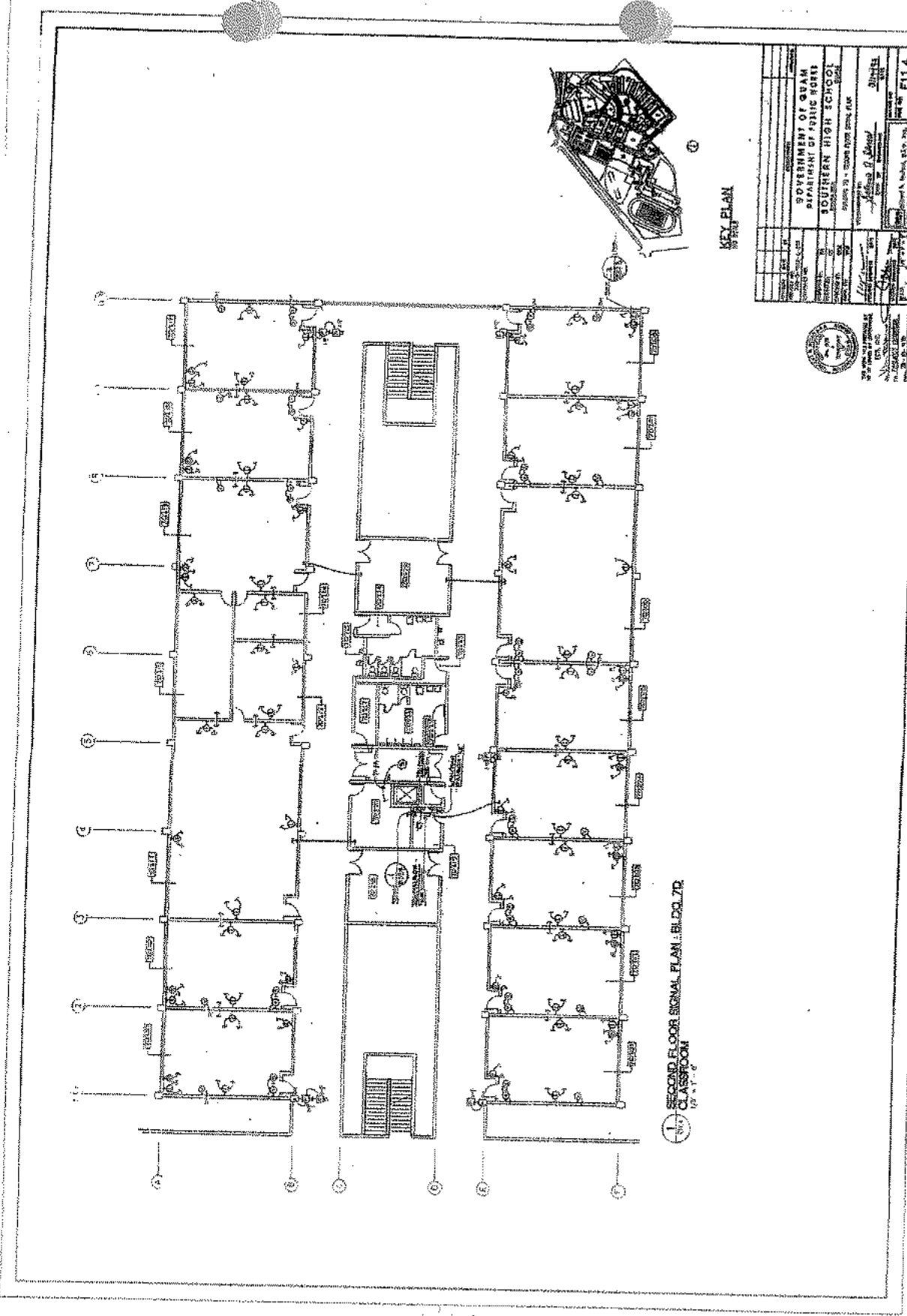
1 FIRST FLOOR SERIAL PLAN - BLDG. 7D
CLASSROOM

KEY PLAN

PROJECT NO.	100-100-100-100
DATE	10/1/55
DESIGNED BY	J. H. HARRIS
CHECKED BY	J. H. HARRIS
APPROVED BY	J. H. HARRIS
SCALE	1/8" = 1'-0"
PROJECT NAME	SOUTHERN HIGH SCHOOL
OWNER	GOVERNMENT OF GUAM
LOCATION	AGANA, GUAM
DATE OF ISSUE	10/1/55
ISSUED FOR	CONSTRUCTION
BY	J. H. HARRIS
FOR	ARCHITECT
PROJECT NO.	100-100-100-100
DATE	10/1/55
DESIGNED BY	J. H. HARRIS
CHECKED BY	J. H. HARRIS
APPROVED BY	J. H. HARRIS
SCALE	1/8" = 1'-0"
PROJECT NAME	SOUTHERN HIGH SCHOOL
OWNER	GOVERNMENT OF GUAM
LOCATION	AGANA, GUAM
DATE OF ISSUE	10/1/55
ISSUED FOR	CONSTRUCTION
BY	J. H. HARRIS
FOR	ARCHITECT



GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURE SECTION
AGANA, GUAM

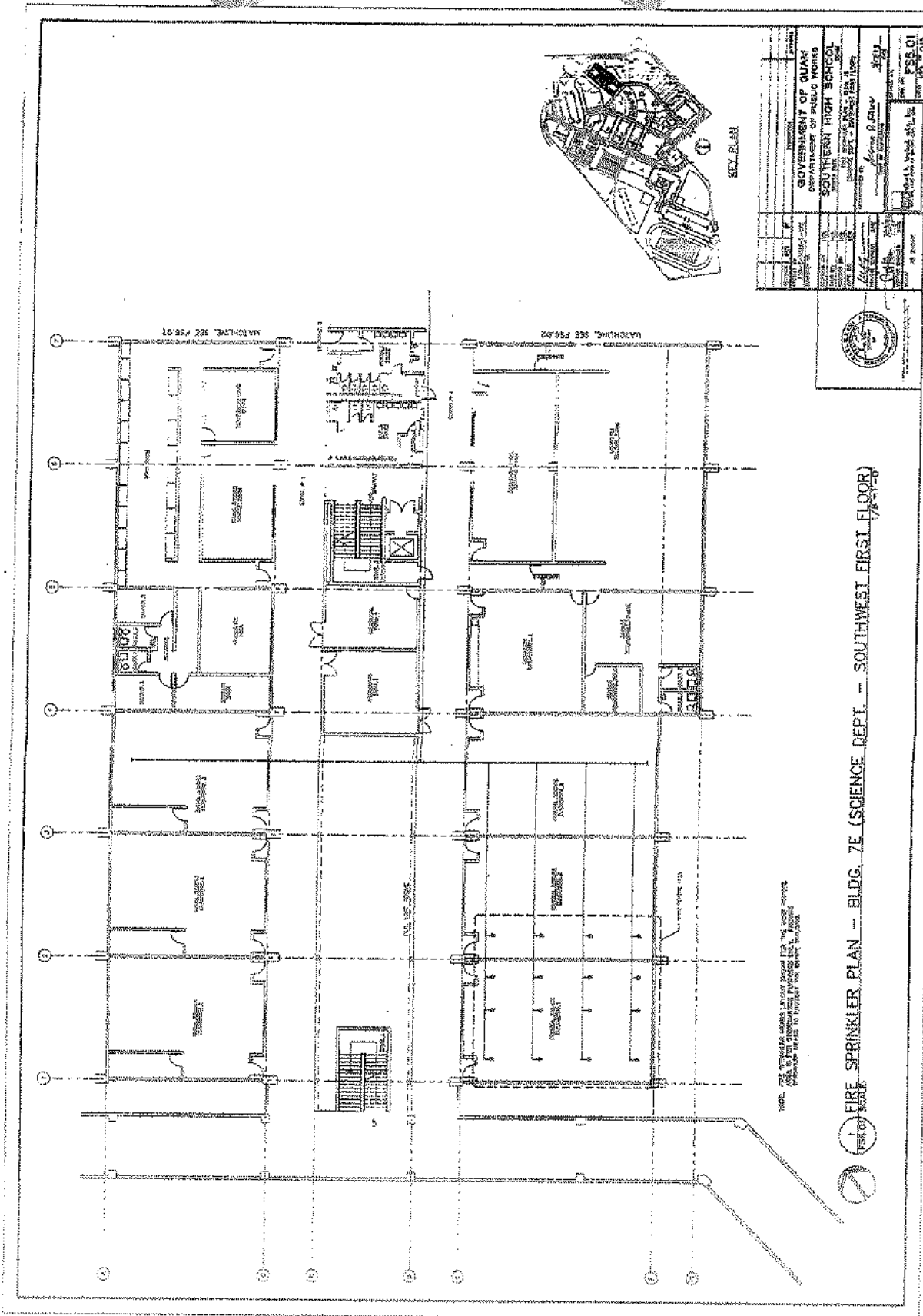


KEY PLAN

PROJECT NO.	101-101
DATE	10/1/58
DESIGNED BY	W. A. GARDNER
CHECKED BY	W. A. GARDNER
APPROVED BY	W. A. GARDNER
TITLE	SECOND FLOOR SIGNAL PLAN - BLDG. 7D
SCALE	AS SHOWN
PROJECT LOCATION	GOVERNMENT OF GUAM DEPARTMENT OF PUBLIC WORKS SOUTHERN HIGH SCHOOL
PROJECT NO.	101-101
DATE	10/1/58
DESIGNED BY	W. A. GARDNER
CHECKED BY	W. A. GARDNER
APPROVED BY	W. A. GARDNER
TITLE	SECOND FLOOR SIGNAL PLAN - BLDG. 7D
SCALE	AS SHOWN
PROJECT LOCATION	GOVERNMENT OF GUAM DEPARTMENT OF PUBLIC WORKS SOUTHERN HIGH SCHOOL



1 SECOND FLOOR SIGNAL PLAN - BLDG. 7D
CLASSROOM



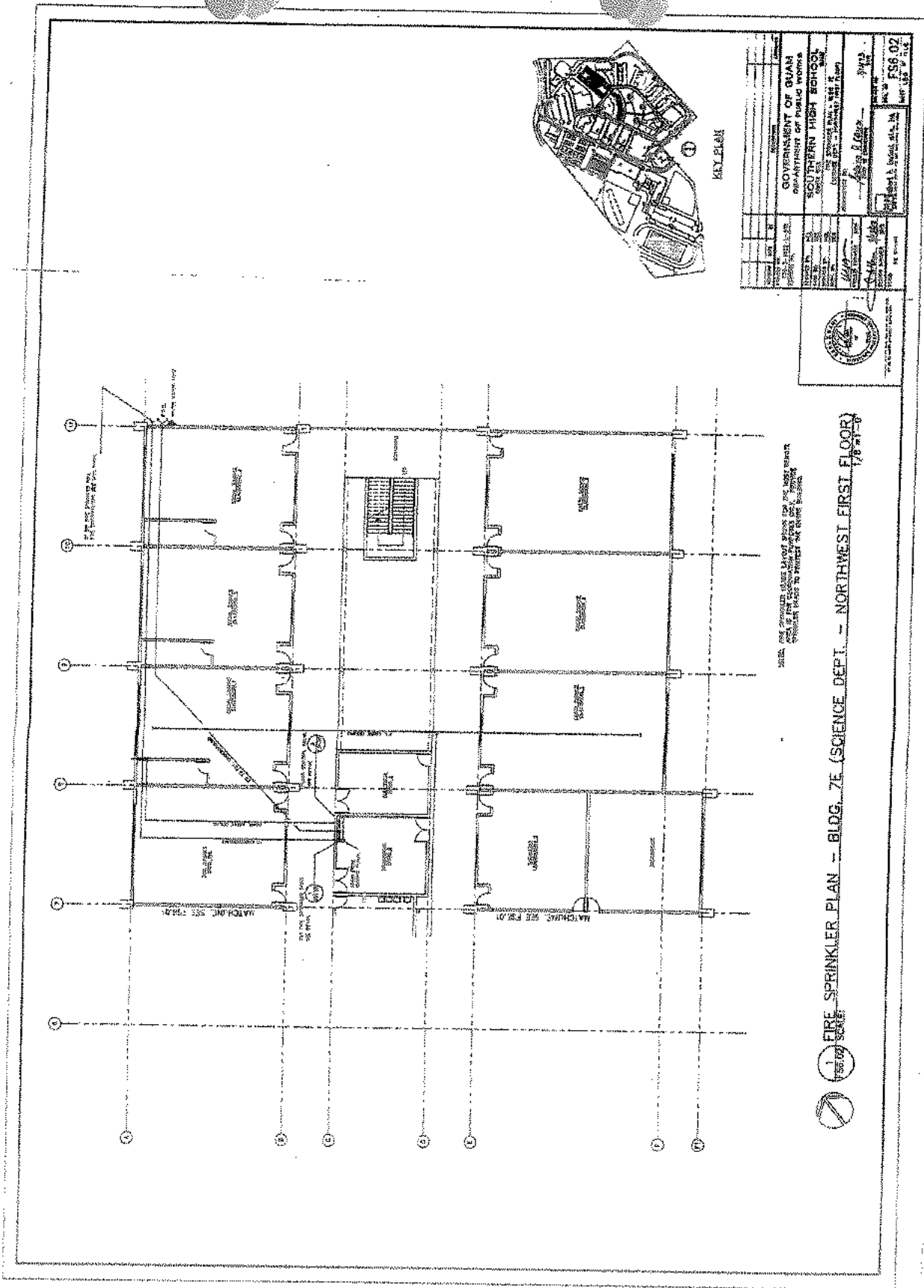
KEY PLAN

GOVERNMENT OF GUAM DEPARTMENT OF PUBLIC WORKS SOUTHERN HIGH SCHOOL 1000 SOUTHERN HIGHWAY HONOLULU, HAWAII 96813	
PROJECT NO. 1000 DRAWING NO. 1000-01 DATE 10/1/78	DESIGNED BY: J. P. GILBERT CHECKED BY: J. P. GILBERT APPROVED BY: J. P. GILBERT
CONTRACT NO. 1000 DRAWING NO. 1000-01 DATE 10/1/78	PROJECT NO. 1000 DRAWING NO. 1000-01 DATE 10/1/78



NOTE: FIRE SPRINKLER SYSTEM SHALL BE INSTALLED IN ALL AREAS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.

FIRE SPRINKLER PLAN - BLDG. 7E (SCIENCE DEPT. - SOUTHWEST FIRST FLOOR)

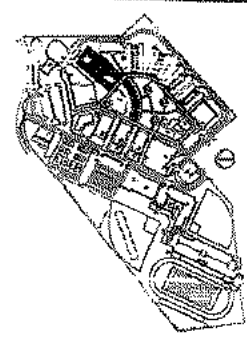
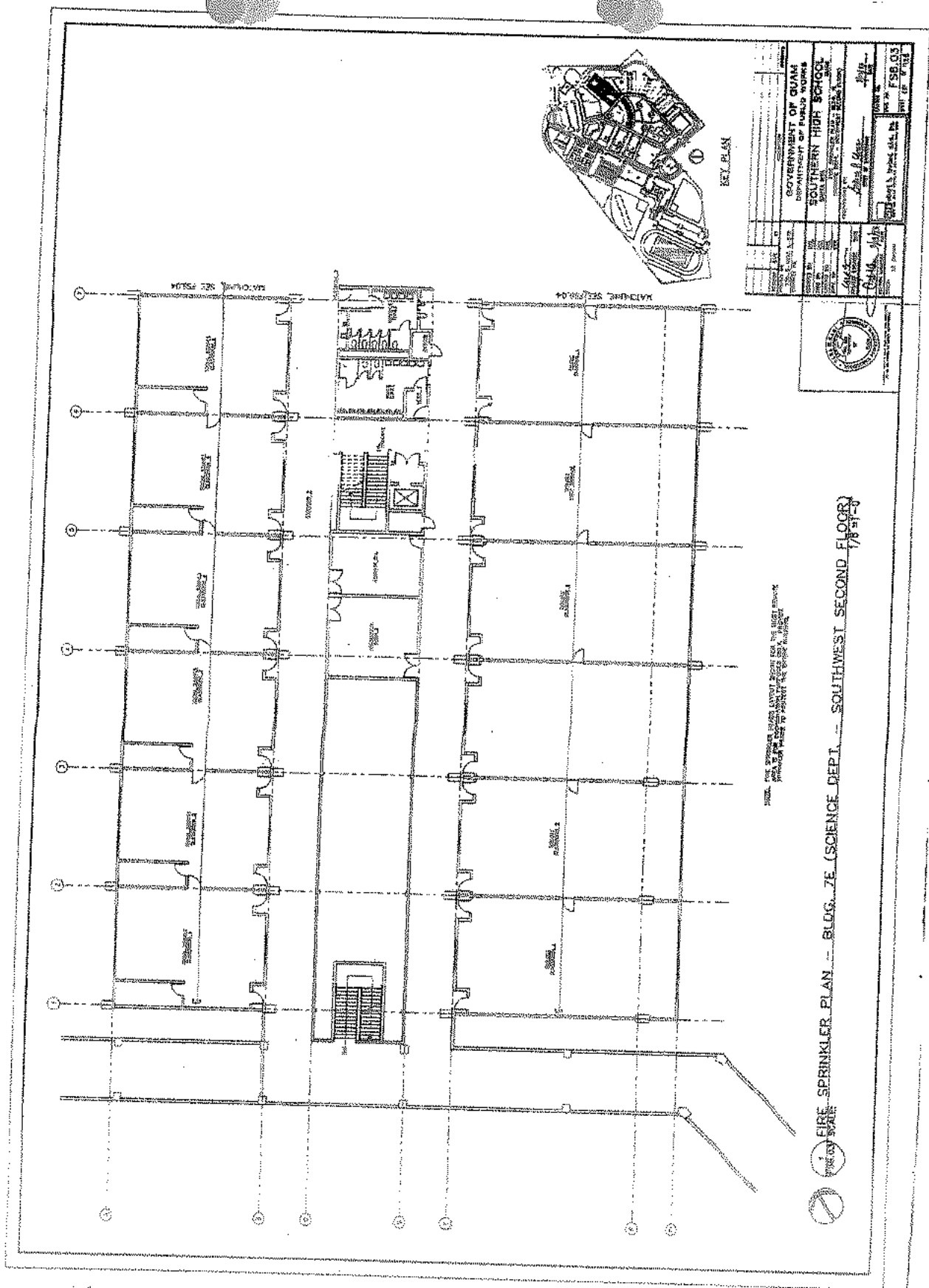


PROJECT NO.	DATE	BY	CHECKED BY
GOVERNMENT OF OAHU DEPARTMENT OF PUBLIC WORKS SOUTHERN HIGH SCHOOL 1000 SOUTH HIGHWAY 92, HONOLULU, HAWAII PROJECT NO. 7E-01 DATE: 11/15/66 DRAWN BY: [Signature] CHECKED BY: [Signature] TITLE: FIRE SPRINKLER PLAN - NORTHWEST FIRST FLOOR SCALE: 1/8" = 1'-0" SHEET NO. 7E-01 OF 02			



THIS AND SIMILAR DRAWINGS SHALL BE USED ONLY FOR THE PROJECT AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



FIRE SPRINKLER PLAN - BLDG. 7E (SCIENCE DEPT. - NORTHWEST FIRST FLOOR)
 SCALE: 1/8" = 1'-0"

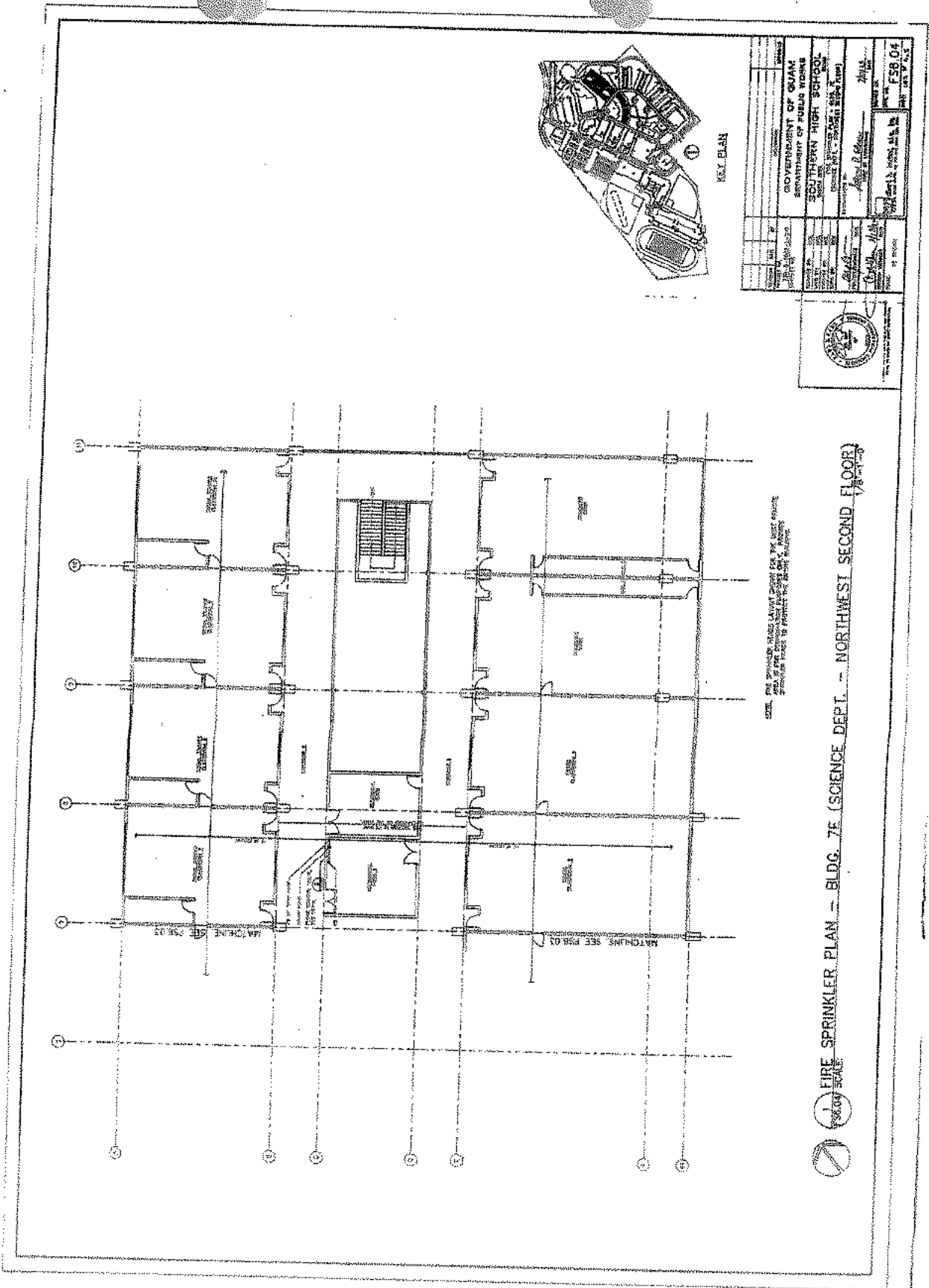


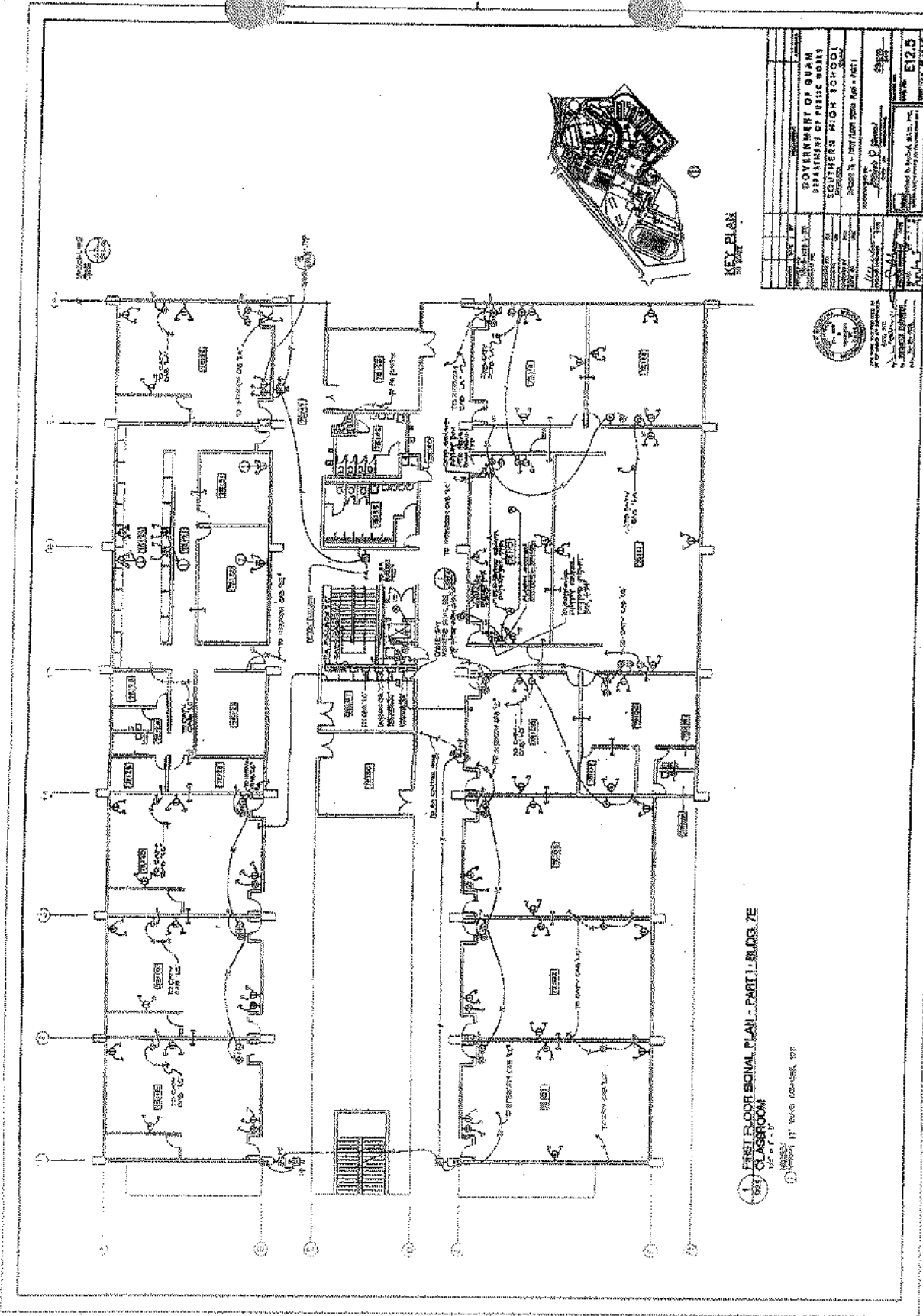
GOVERNMENT OF GUAM DEPARTMENT OF PUBLIC WORKS SOUTHERN HIGH SCHOOL SOUTHWEST SECOND FLOOR FIRE SPRINKLER PLAN	
DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]	PROJECT NO.: [Number] SHEET NO.: [Number] OF [Total]



NOTE: THIS DRAWING SHOWS LAYOUT DESIGN FOR THE SIGHT RAINBOW
 AND IS TO BE USED IN CONJUNCTION WITH THE SIGHT RAINBOW
 DRAWING TO BE PROVIDED BY THE ARCHITECT.


 FIRE SPRINKLER PLAN - BLDG. 7E (SCIENCE DEPT.) - SOUTHWEST SECOND FLOOR

 1/8" = 1'-0"





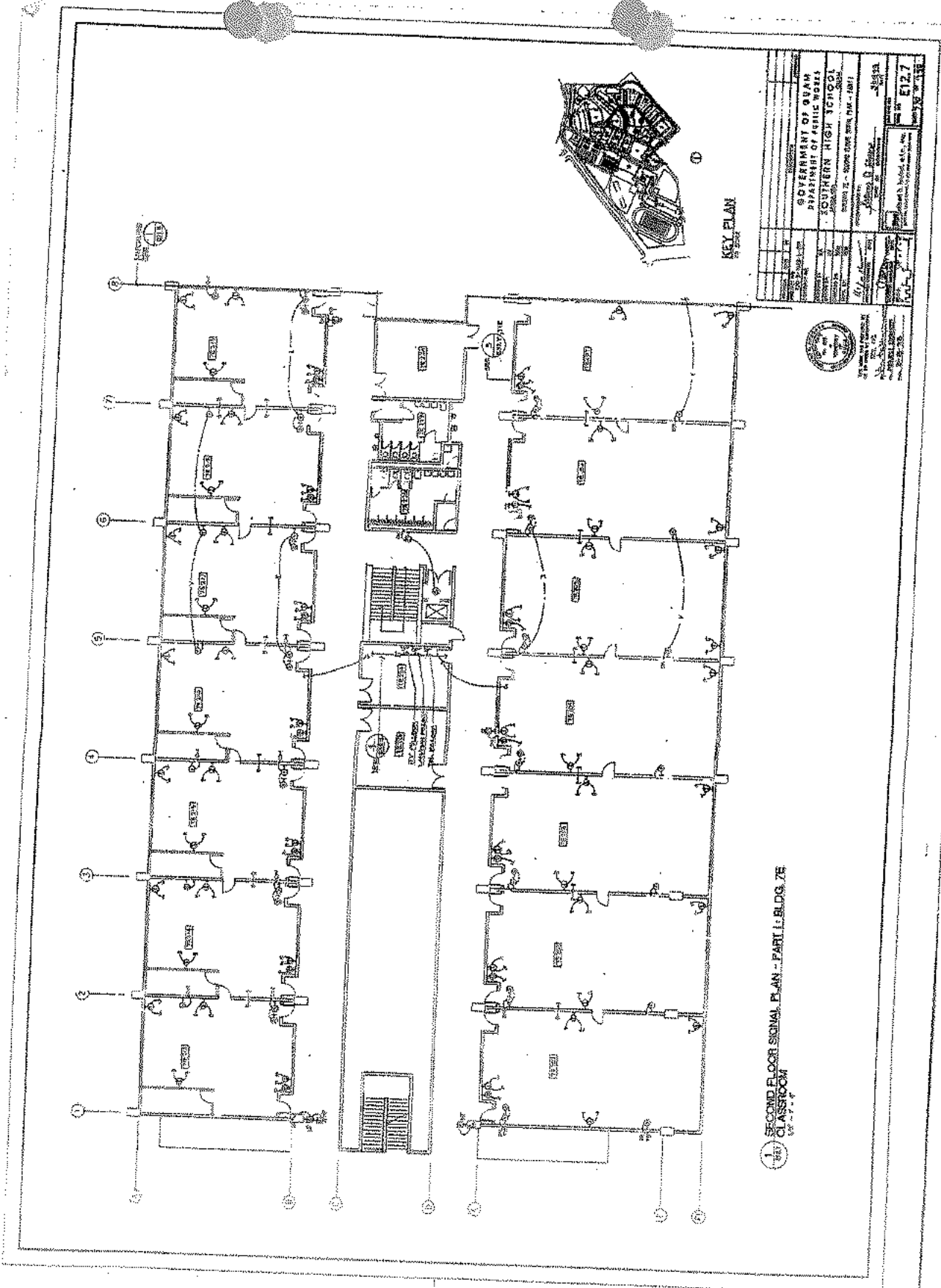
KEY PLAN



PROJECT NO.	DATE	SCALE	DESIGNED BY	CHECKED BY
100-100-100	10/1/50	1/8" = 1'-0"	J. D. Smith	J. D. Smith
GOVERNMENT OF GUAM DEPARTMENT OF PUBLIC WORKS SOUTHERN HIGH SCHOOL BLDG. 20 - FIRST FLOOR CLASS ROOM - PART I				
DRAWN BY: J. D. Smith CHECKED BY: J. D. Smith APPROVED BY: J. D. Smith DATE: 10/1/50				
PROJECT NO. 100-100-100 DATE 10/1/50 SCALE 1/8" = 1'-0" DRAWN BY J. D. Smith CHECKED BY J. D. Smith APPROVED BY J. D. Smith DATE 10/1/50				

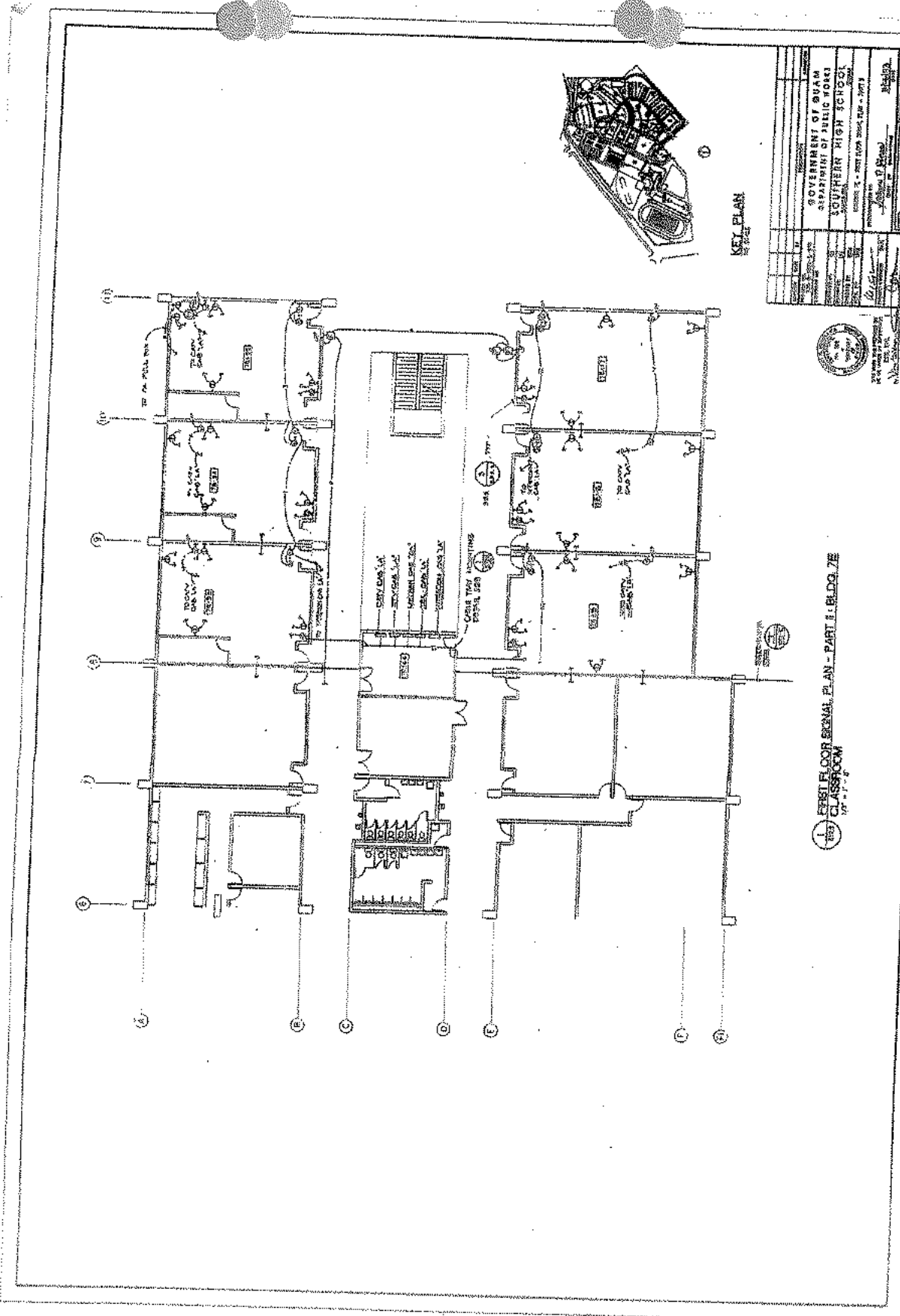
FIRST FLOOR SIGNAL PLAN - PART I - BLDG. 20
CLASSROOM

DESIGNED BY: J. D. SMITH, P.E.



1 SECOND FLOOR SIGNAL PLAN - PART I: BLDG. 7E CLASSROOM

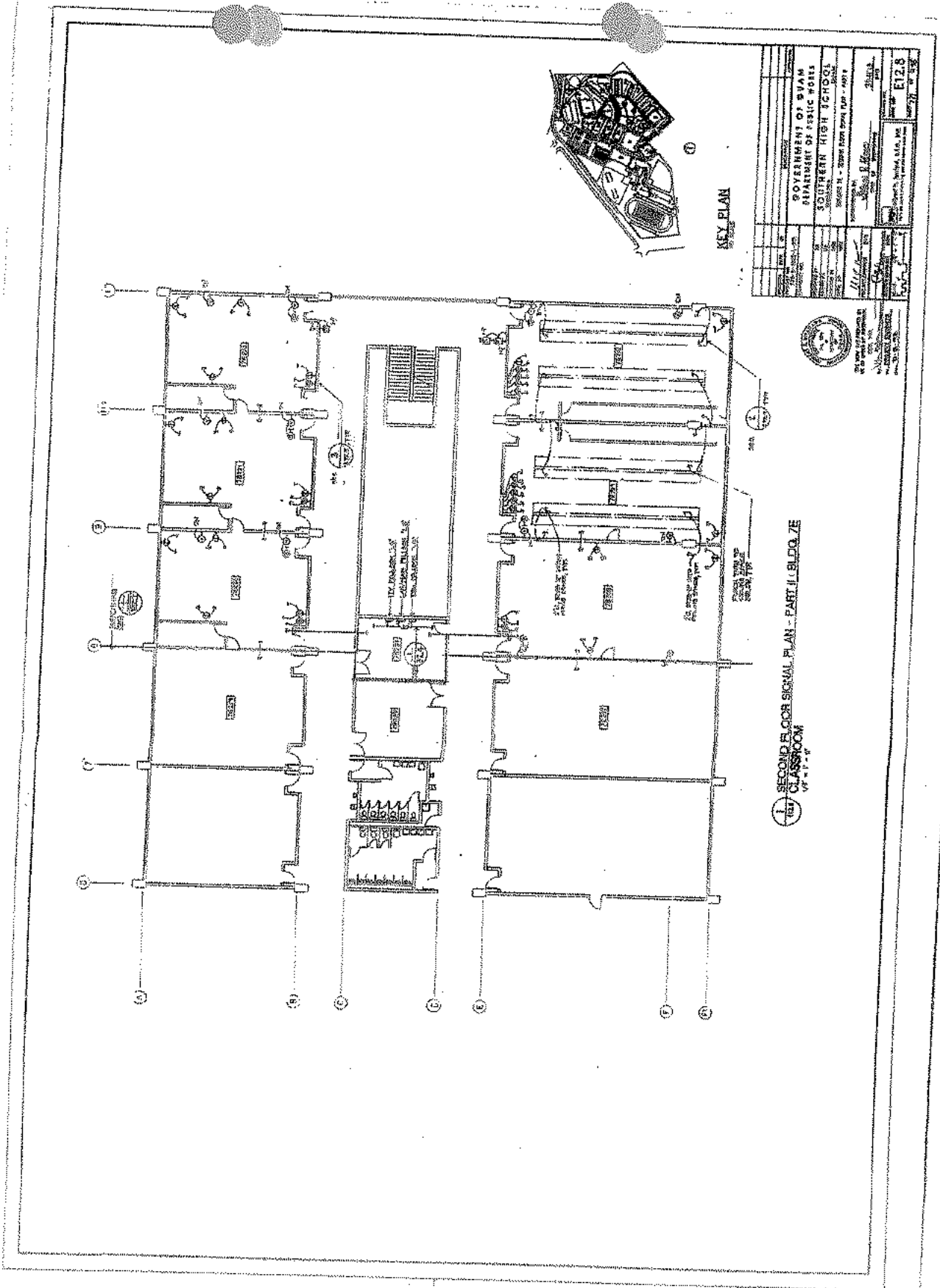
GOVERNMENT OF QUAH DEPARTMENT OF PUBLIC WORKS SOUTHERN HIGH SCHOOL PROJECT II - SOUTHERN STATE HIGH - PART I	
DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]	PROJECT NO. [Number] DRAWING NO. [Number] SHEET NO. [Number]
SCALE: [Scale] TITLE: [Title]	PROJECT NO. [Number] DRAWING NO. [Number] SHEET NO. [Number]



GOVERNMENT OF SHAM DEPARTMENT OF PUBLIC WORKS SOUTHERN HIGH SCHOOL	
PROJECT NO. - 1951 SHAM HIGH BLDG. - PART 1 DRAWN BY - CHECKED BY - DATE -	SHEET NO. 126 OF 119

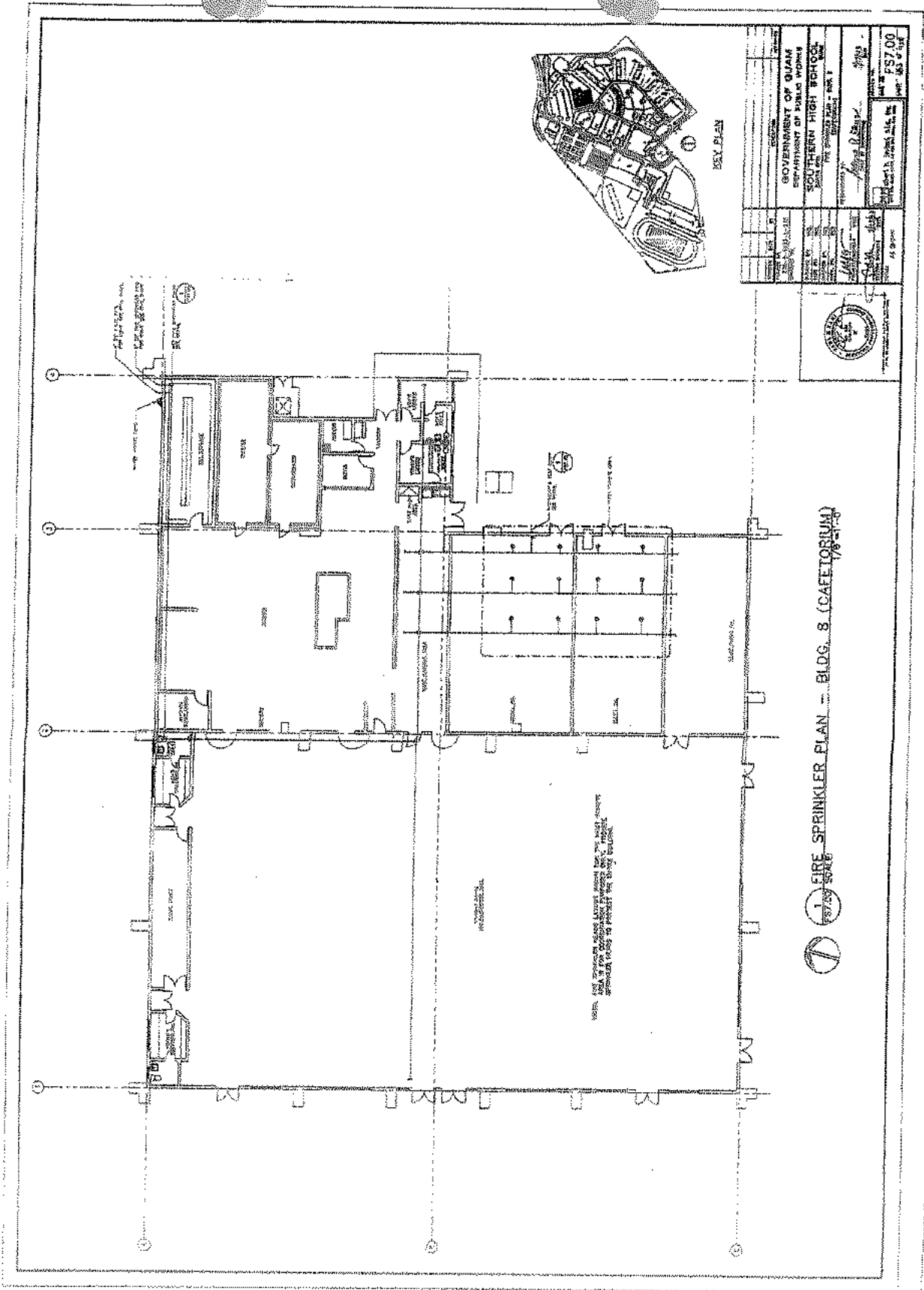


1
 FIRST FLOOR SERIAL PLAN - PART I. BLDG. 7E
 CLASSROOM



GOVERNMENT OF MISSISSIPPI DEPARTMENT OF PUBLIC WORKS	
SOUTHERN HIGH SCHOOL	
PROJECT NO. - 22000 (PLAN 107) - 107-1	
DATE	3/21/58
SCALE	AS SHOWN
DESIGNED BY	W. B. HARRIS
CHECKED BY	J. B. HARRIS
APPROVED BY	J. B. HARRIS
CONTRACT NO.	107-1
CONTRACT VALUE	\$12,800.00
DATE OF CONTRACT	3/21/58
DATE OF PLAN	3/21/58

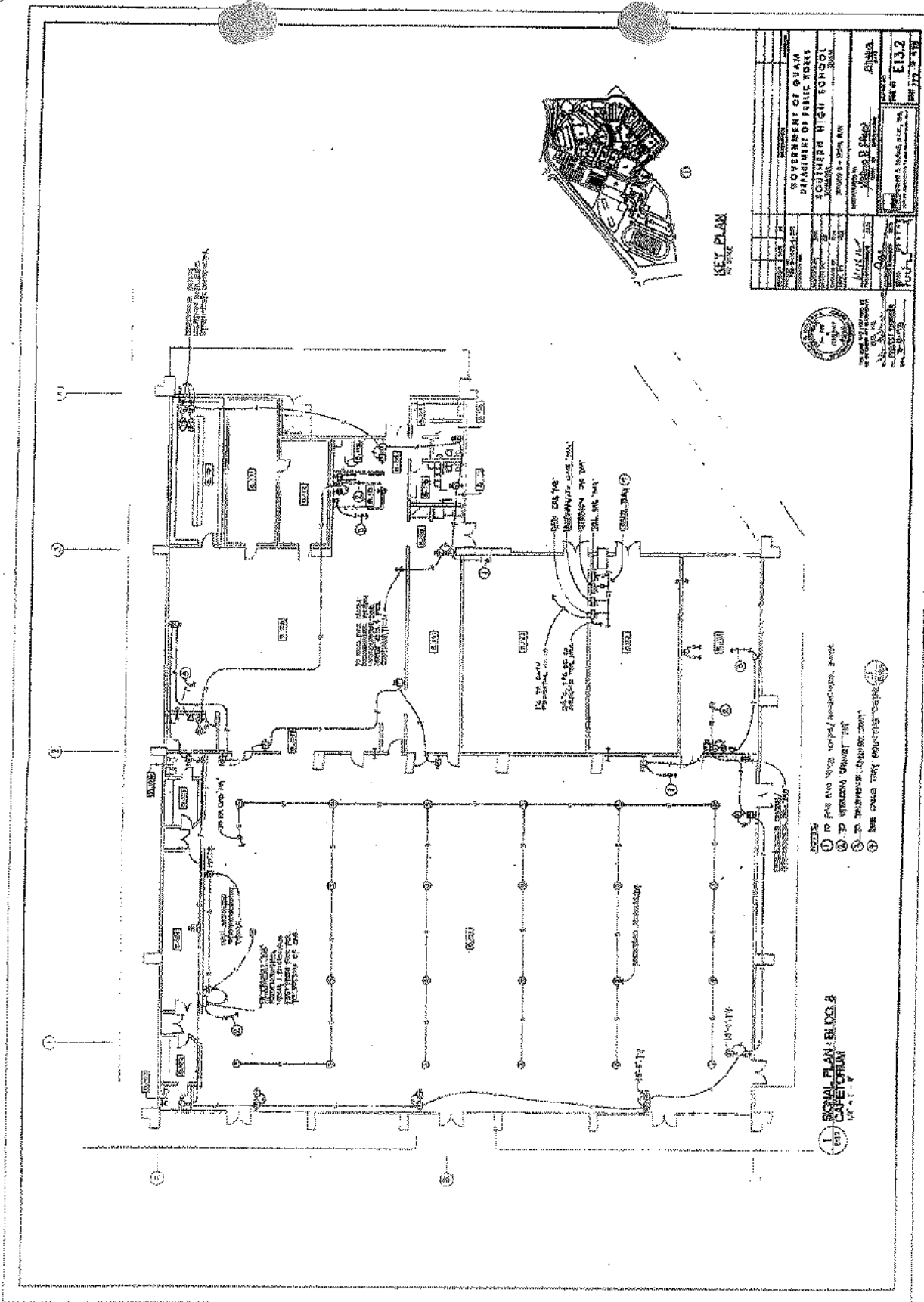
107 SECOND FLOOR SIGNAL PLAN - PART I, BUILDING CLASSROOM 107-1-1



PROJECT NO.	11/19/78	DATE	11/19/78
DESIGNER	ARCHITECT	ENGINEER	PLUMBER
GOVERNMENT OF OMAHA DEPARTMENT OF PUBLIC WORKS SOUTHERN HIGH SCHOOL 1500 S. 102ND ST. - BLDG. 8 THE SPRINKLER PLAN - PART 1			
CONTRACT NO. 11/19/78 CONTRACT VALUE \$57,000			SHEET NO. 11/19/78 TOTAL SHEETS 11/19/78

① FIRE SPRINKLER PLAN - BLDG. 8 (CAFFETORUM) 11/19/78

NOTE: SEE TECHNICAL SPECIFICATIONS FOR THE LATEST EDITIONS OF THE OMAHA FIRE DEPARTMENT APPROVAL TO PERMIT FOR THIS PROJECT.



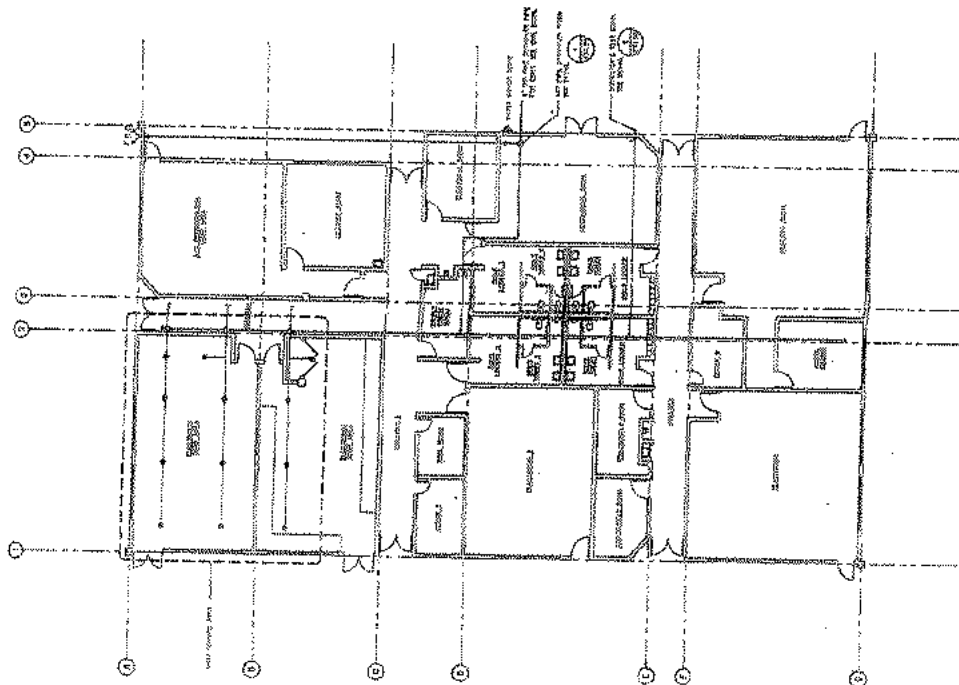
NO.	DATE	REVISIONS
1	10/1/58	ISSUED FOR CONSTRUCTION
2	10/1/58	ISSUED FOR CONSTRUCTION
3	10/1/58	ISSUED FOR CONSTRUCTION
4	10/1/58	ISSUED FOR CONSTRUCTION
5	10/1/58	ISSUED FOR CONSTRUCTION
6	10/1/58	ISSUED FOR CONSTRUCTION
7	10/1/58	ISSUED FOR CONSTRUCTION
8	10/1/58	ISSUED FOR CONSTRUCTION
9	10/1/58	ISSUED FOR CONSTRUCTION
10	10/1/58	ISSUED FOR CONSTRUCTION



GOVERNMENT OF GUAM
 DEPARTMENT OF PUBLIC WORKS
 SOUTHERN HIGH SCHOOL
 P.O. BOX 100
 HAGATNA, GUAM

- NOTES:
- ① TO FAS AND VIVA WORK/RECONSTRUCTION
 - ② TO INTERIOR WORK/RECONSTRUCTION
 - ③ TO MEASURE/CONSTRUCTION
 - ④ SEE OVER THE EXISTING CONSTRUCTION

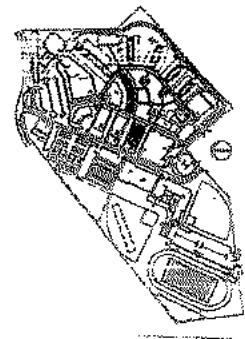
1 SIGNAL PLAN BLDG. 3
 1ST FLOOR
 1/8" = 1'-0"



NOTE: THIS DRAWING IS A PRELIMINARY DRAWING FOR THE FIRST FLOOR ONLY. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



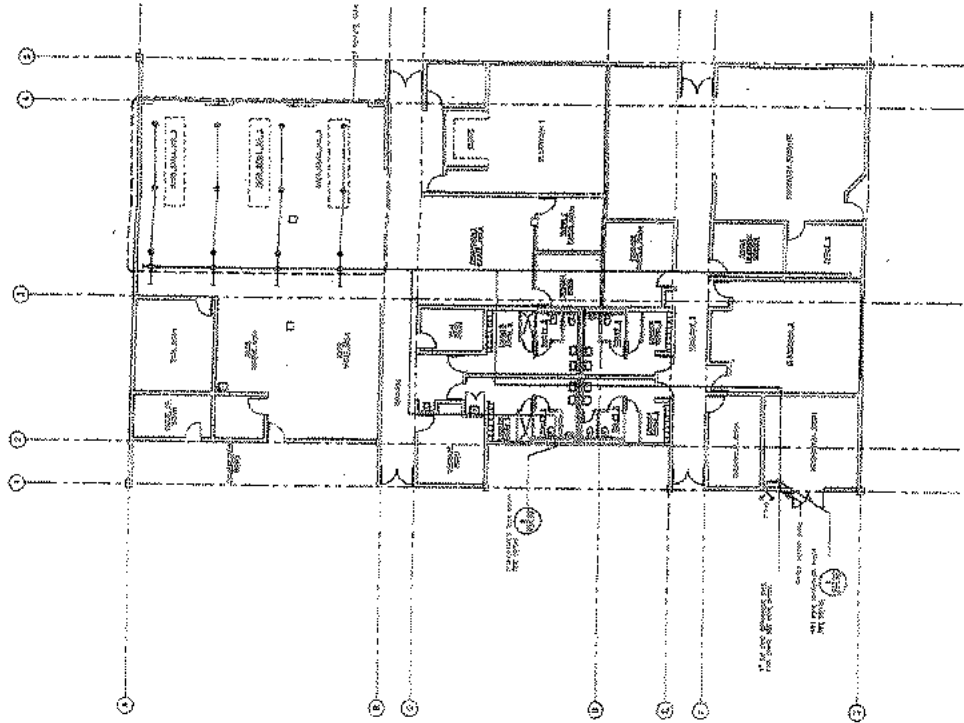
FIRE SPRINKLER PLAN - BLDG. 9A (ELECTRICITY, ELECTRONICS AND REFRIGERATION DRAFTING)



KEY PLAN

GOVERNMENT OF ILLINOIS DEPARTMENT OF PUBLIC WORKS SOUTH BEND ILLINOIS	
PROJECT: BLDG. 9A DRAWING NO.: 9A-101 DATE: 10/1/54	
CONTRACT NO.: 101-101 CONTRACT VALUE: \$58,000	
ARCHITECT: J. J. ... ENGINEER: ...	
DRAWN BY: ... CHECKED BY: ...	
SCALE: AS SHOWN	

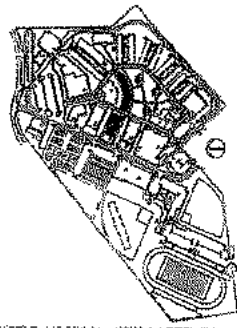




NOTE: ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR REFERENCE ONLY.



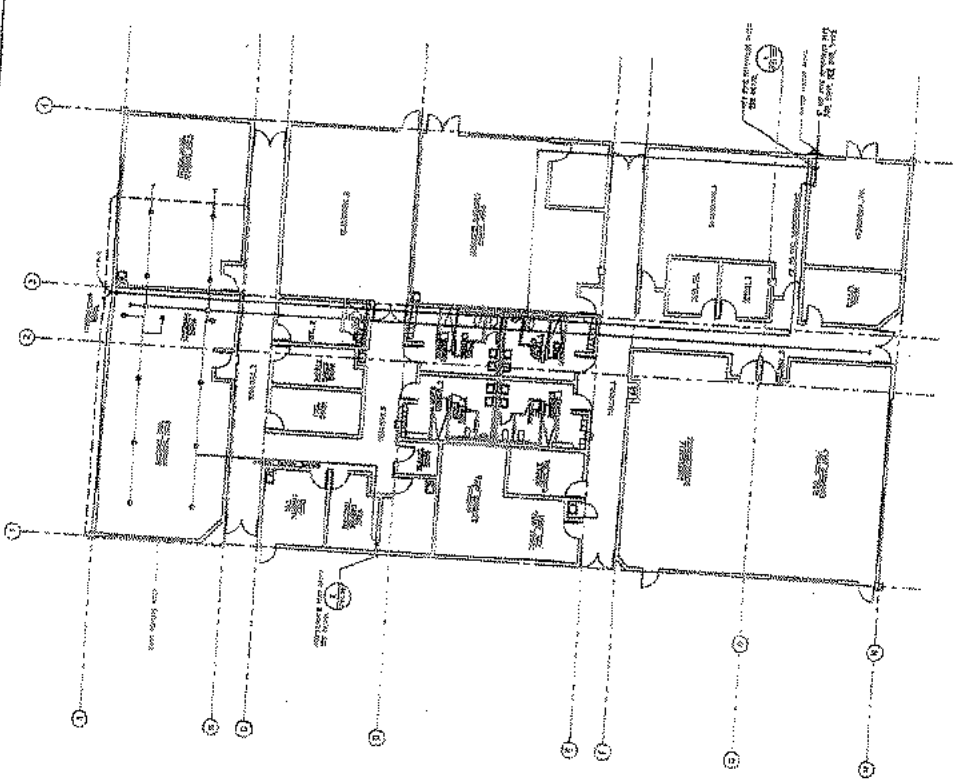
1 FIRE SPRINKLER PLAN - BLDG. 9B (POWER AUTOMOTIVE AND AGRICULTURE/AQUACULTURE)



KEY PLAN

GOVERNMENT OF QUILIM DEPARTMENT OF PUBLIC WORKS	
SOUTHERN HIGH SCHOOL	
PROJECT NO. 1000-100-100-100	DRAWING NO. 1000-100-100-100
DATE 10/10/10	SCALE 1/8" = 1'-0"
DRAWN BY J. P. Smith	CHECKED BY A. B. Jones
PROJECT LOCATION Southern High School, All. St.	CONTRACT NO. F59.00



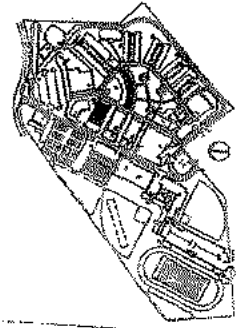


NOTE: THIS SPRINKLER LAYOUT SHALL BE FOR THE BUILDING SHOWN. SPRINKLER HEADS TO BE INSTALLED IN ALL ROOMS SHOWN.



1/8" = 1'-0"

FIRE SPRINKLER PLAN -- BLDG. 9C (METALS AND BUILDING CONSTRUCTION)



KEY PLAN

PROJECT NO.		SHEET NO.	
DATE		SCALE	
DRAWN BY		CHECKED BY	
DESIGNED BY		APPROVED BY	
PROJECT NAME		PROJECT LOCATION	
OWNER		ARCHITECT	
ENGINEER		COST ESTIMATOR	
GENERAL CONTRACTOR		SUBMITTER	
DATE OF SUBMITTAL		DATE OF REVIEW	
REVISIONS		TOTAL COST	
REVISION 1		TOTAL COST \$	
REVISION 2		TOTAL COST \$	
REVISION 3		TOTAL COST \$	
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STATE OF FLORIDA
SOUTHERN HIGH SCHOOL
12345 6TH AVENUE, SUITE 100
MIAMI, FL 33131
DATE: 12/31/2024
TOTAL COST: \$510,000



Exhibit B

Guam Department of Education
DESIGN BUILD FIRE ALARM SYSTEM
UPGRADE/REPLACEMENT AND FIRE
SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR
SOUTHERN HIGH SCHOOL
IFB NO. 032-2013



The Guam Department of Education Invitation for
Bid No. 032-2013

Bidder's Name: G4S Security Systems (Guam) Inc.
Bid Date: September 16, 2013
Bid Time: 10:00 AM
Attention: Albert Garcia (Buyer Supervisor II)
Location: GDOE Supply Management Office
Manuel F.L. Guerrero Administration Building
2nd Fl., Rm. B-220 Hagatna, Guam 96910

Presented By:



G4S Security Systems (Guam) Inc.
1851 Army Drive
Harmon, Guam 96913



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GDOE Southern High School 032-2013

Invitation for Bid

1. Bid Bond Form (pg. 16)
2. Special Provisions Restriction Against Sex Offenders (pg. 17)
3. Invitation for Bid – Proprietary Data Designation Form (pg. 18)
4. Bid form (pg. 23)
5. Affidavit Disclosing Ownership and Commissions
6. Affidavit re Non-Collusion
7. Affidavit re Gratuities or Kickbacks
8. Affidavit re Ethical Standards
9. Declaration re Compliant with U. S. DOL Wage Determination (including a supplemental copy of the U. S. DOL wage determination rates)
10. Affidavit re Contingent Fees
11. Amendments

**DESIGN BUILD
FIRE ALARM SYSTEM UPGRADE/REPLACEMENT
AND FIRE SUPPRESSION/SPRINKLER SYSTEM
REPAIR FOR SOUTHERN HIGH SCHOOL**



INVITATION FOR BID

IFB No. 032-2013

Guam Department of Education

Supply Management Office
Manuel F.L. Guerrero Administration Building, 2nd Floor
312 Aspinall Avenue
Hagåtña, Guam 96910
T. +1 (671) 475-0438 / +1 (671) 300-1551
F. +1 (671) 475-5001
www.gdoe.net

A handwritten signature in black ink, appearing to read "Marcus Y. Pido".

MARCUS Y. PIDO

Supply Management Office

INVITATION FOR BID (IFB) TIMELINE

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Friday, September 06, 2013	Bid Issuance	
Monday, September 09, 2013	Mandatory Pre-Bid Conference & Site Visit	1:30 P.M. CHAMORRO STANDARD TIME (ChST)
Wednesday, September 11, 2013	Bid Questions Submission Deadline	4:00 P.M. CHAMORRO STANDARD TIME (ChST)
Friday, September 13, 2013	Bid Question Published Response	5:00 P.M. CHAMORRO STANDARD TIME (ChST)
Monday, September 16, 2013	Bid Submission Deadline	10:00 A.M. CHAMORRO STANDARD TIME (ChST)

Section 1 – PROJECT DESCRIPTION

1.1 – PROJECT TITLE

DESIGN BUILD: FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

GDOE IFB No. 032-2013

1.1.1 – PROJECT SCOPE & INTENT

The Guam Department of Education (GDOE) is soliciting a qualified firm for the Design Build upgrade/replacement of the fire alarm system and the repair and certification of the existing Fire Sprinkler System at Southern High School (excluding the Gymnasium and Fine Arts Buildings). It is the responsibility of the Contractor to verify all existing equipment, conditions, testing and repairs, replacement and adjustments for the proper operation and function of the identified fire alarm system and fire sprinkler system. The upgrade/replacement of the fire alarm and the repair of the existing sprinkler systems will be done to such standards as to meet any requirements for the use and occupancy of the Project site in accordance with applicable code, permit or certificate requirements and applicable provisions of;

1. IBC/IFC (2009) as adopted by Government of Guam
2. latest edition of National Electrical Code (2011)
3. National Fire Alarm and Signaling Code: NFPA 72 (2013).
4. The Guam Fire Department Fire Prevention Bureau

Contractor/designer must submit the fire alarm design for approval and permitting with the Government of Guam Department of Public Works and Guam Fire Department Fire Prevention Bureau as the Agency Having Jurisdiction (AHJ) and its adoption of IBC 2009 & IFC 2009. Contractor/designer must provide additional labor and materials to comply with the Department of Public Works and Guam Fire Department findings and requirements during inspection and testing at no additional cost to the Government.

1.1.2 –PROJECT DESCRIPTION

Provide all necessary labor, material, transportation, supervision, equipment, field investigation, shop drawings, certification, permits, architectural and engineering design services (if applicable), and other incidental work required for this project. Other incidental work required includes any and all items and considerations necessary to insure a complete and usable final product, including, but not limited to the necessary design and construction considerations not specifically stated elsewhere. Complete and usable final product means that the completed final product can be used to fully satisfy the requirements and the intended purpose of the project including all requirements for the issuance of necessary use and occupancy permits.

Bidders are responsible for inspecting the project site in accordance with the instructions in this IFB and other instructions as may be issued by GDOE. Bidders will be presumed to have inspected the project site and to have read and to be thoroughly familiar with the scope of work intent. The failure of any bidder to inspect the project site or examine the intention of the project scope of work and documents shall not relieve a bidder from any obligation with respect to his bid.

Project Work shall include, but not be limited to the following:

1. Fire Alarm System:
 - A. Restore and/or repair by replacement of the fire alarm system to a full operating condition which is ready for immediate use. It shall include but not limited to, repair, replacement (removal), adjustment, furnish,

installation, testing of fire alarm and emergency evacuation systems. Note: Fine Arts and Gymnasium are excluded from the installation, however must be interfaced to the new installation.

- B. Provide power wiring for electrically-operated fire alarm equipment and appliances.
- C. Provide and install new intelligent addressable Fire Alarm/Mass Notification System complete with all new appliances, conduits, wiring, etc.
- D. Provide programming.
- E. Tie-in of Fire Alarm System to Fire Suppression/Sprinkler System.
- F. Tie-in Interface of existing Kitchen Hood Chemical Fire Suppression System (Ansul/Halon) at the cafeteria to include certification. Verify additional locations.
- G. Tie-in Interface to all existing elevators (Gym and Fine Arts Building Excluded)
- H. Interface with existing fire alarm systems located in the Fine Arts Auditorium and Gymnasium.
- I. System Certification.

2. Fire Sprinkler / Suppression System (Fine Arts and Gymnasium Excluded):

Restore by repairing existing fire sprinkler system as necessary for full operational condition.

- A. Replace worn out/leaking Sprinkler heads, replace flow switches, repair mechanical/motorized and or manual control valves, and gauges, replace if necessary.
- B. Replace missing Fire Department Connection Standpipe Plugs and other components.
- C. Tie-in of Fire Suppression/Sprinkler System to Fire Alarm System.
- D. System Certification.

3. Overall Fire Alarm and Fire Suppression requirements:

- A. All upgrades shall meet applicable IBC/IFC/NEC/NFPA provisions listed above under the project scope and intent.
- B. **Specialized License Conditions:** The Prime Contractor or its Sub-Contractor or a combination of both must possess a C13 Electrical, C19 Fire & Burglar Alarm, and C20 Fire Protection specialized license from the Guam Contractor's Licensing Board.
- C. Include in the bid and pay for the permits, inspection fees and deliver the certificate of final inspection to DOE.
- D. Preparation of Shop Drawings for the proposed work outlined on the Scope of Work. Review and approval of construction documents and/or shop drawings by DOE will be required prior to start of construction.
- E. Field investigation and verification of quantity and location of all existing equipment, field data necessary for the preparation of shop drawings, including but not limited to room layouts, dimensions and affected/associated electrical equipment and apparatus.
- F. Testing
- G. As-built drawings, reproducible (1 full-size paper copy & 3 duplicate CDs with CAD and pdf digital plans)
- H. Demolition work
- I. **Warranty:** Contractor will provide and administer the manufacturers' parts, material, labor and equipment warranty for a "minimum of one (1) year" or greater if offered by manufacturer. The Contractor will also warrant installations for a minimum of one (1) year upon final acceptance. Contractor shall warrant all workmanship including parts, materials, and equipment free from defects.
- J. Owner training.
- K. (3) sets of Operations and Maintenance Manuals (tabbed, organized, 3-ring binders)
- L. Include all touch up of marred surfaces, painting to match adjacent finishes, paint conduits, patch/caulk/seal all openings of through penetrations (for the demo of the existing systems and installation of new systems).
- M. No penetrations will be allowed through window openings or door jambs.

1.1.3 – PERSON(S) RESPONSIBLE FOR DRAFTING OF SPECIFICATIONS IS/ARE:

Randy P. Romero, PC IV, Capital Improvement Projects

Rodrigo Traya, PC III, Capital Improvement Projects

1.2 – ALL OR NONE BID

This solicitation is an ALL OR NONE BID and bids will be evaluated based on the lump sum price required in the bid form for this IFB. GDOE will not make itemized awards under this IFB. Requests for itemized pricing may be made by GDOE for the purpose of establishing unit prices for change orders that may be made to the Project. Alternate or multiple bids will not be accepted. Any bidder submitting alternate, multiple, or otherwise altered bid forms may be deemed non-responsive and disqualified from this solicitation.

NOTE: It should be noted by prospective bidders that there are NO As-built drawings for the existing conditions of both Fire Alarm System (FAS) and Fire Sprinkler System. It is the responsibility of the prospective bidder to verify the existing condition of both systems.

Section 2 - 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 non-responsive and disqualified from this solicitation.

2.1 - COMMUNICATION REGARDING THE IFB

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL BIDDER WITH GDOE MUST BE MADE IN WRITING VIA EMAIL AT aggarcia@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 032-2013 IN THE SUBJECT OR REFERENCE LINE.

2.2 - ACCEPTABLE FORMAT OF BIDS

Bids must be made in writing and on the bid forms contained in this IFB. For each bid, bidders should submit one (1) original copy and one (1) duplicate copy for a total of two (2) documents. Bidders should also submit one (1) compact disc (CD) containing electronic copies of the bid submittal. The bid should be submitted in a sealed envelope and delivered to the address listed in Section 2.2.4.

The bid envelope should be plainly marked as follows:

<p>The Guam Department of Education Invitation For Bid No. <u>032-2013</u></p> <p>Bidder's Name: _____ Submittal Date: ___/___/___ Submittal Time: ___:___ a.m./p.m.</p> <p>Attention: Albert Garcia Buyer Supervisor II</p>
--

2.3 - TIME AND DATE FOR RECEIPT OF BIDS

Bids in response to this IFB must be received by GDOE by:

TIME: 10:00 A.M. Chamorro Standard Time (ChST)
DATE: Monday, September 16, 2013

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.

If delivered via hand delivery, Federal Express, DHL, or other courier service, bids must be delivered to the following physical address:

PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 032-2013
Manuel F. L. Guerrero Administration Building, 2nd Fl., Rm. 220
312 Aspinall Avenue
Hagatna, Guam 96910

If delivered via the United States Postal Service, bids must be delivered to the following mailing address:

MAILING ADDRESS: Guam Department of Education, Supply Management Office
Re: IFB No. 032-2013
Government of Guam
P.O. Box DE
Hagatna, Guam 96932

2.4 – BID SUBMISSION FORM

All bids must be submitted in the format of the Bid Form included with this IFB. Bids submitted in any other format will be deemed non-responsive and disqualified from participation in this solicitation.

2.5 – ALTERNATE BIDS NOT ACCEPTED

An alternate bid will not be accepted. A submission of an alternate bid will be considered nonresponsive and disqualified from participating in this solicitation.

2.6 – LATE BIDS NOT ACCEPTED

Bids received after the time and date in Section 2.3 – Time and Date for Receipt of Bids will be considered nonresponsive and disqualified from participating in this solicitation.

2.7 – TRADE SECRETS AND OTHER PROPRIETARY DATA

If a bidder wishes to designate information within a bid as a trade secret or other proprietary information, the bidder must submit GDOE Procurement Form 004 with the bid.

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 **clearly marked and separable** from the remainder 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.

2.8 – 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 e-mail 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.

2.9 – PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference and Site Visit will be conducted in accordance with 2 GAR § 3109(g)(4) Pre-Bid Conferences, and will be held at:

DATE: Monday, September 09, 2013
TIME: 1:30 p.m. Chamorro Standard Time (ChST)
PLACE: SOUTHERN HIGH SCHOOL

Potential bidders must be in attendance no later than the designated TIME listed in this section. Potential bidders must also be in attendance for the entire time of the pre-bid conference and for the entire time of the site visit. The Pre-Bid Conference and Site Visit will be officially adjourned upon completion. Any bidder attempting to enter the pre-bid conference later than the designated TIME will be excluded from bidding. Any bidder leaving early from the pre-bid conference or from the site visit will be excluded from bidding.

Any verbal information provided at a pre-bid conference or site visit shall not change the requirements of the IFB or amendments. Questions asked at a pre-bid conference or site visit will not be considered as officially received by GDOE. In order to receive an official response from GDOE, all questions must be submitted in writing in accordance with Section 2.9 Pre-Bid Written Questions.

Pre-Bid conferences, as appropriate, may be conducted in accordance with 2 GAR Div 4 §3109(g)(4). Such a conference may be held at any time prior to the established date for submission of bids.

2.10 – 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 2.1 – 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 by:

TIME: 4:00 PM Chamorro Standard Time (ChST)

DATE: Wednesday, September 11, 2013

2.11 – AWARD

EVALUATION FACTORS FOR AWARD

Determination of an award pursuant to this IFB will be made based on the *lowest responsive and responsible bidder*. 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.

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

- Price of overall performance and delivery of the work proposed in response to this IFB.
- 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.

EXECUTION OF AWARD

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 B. GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

2.12 - 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.

In addition to the information described above, bidder responsibility may be determined by the following:

- a. Record of past performance and capability of the prime contractor, supervisory personnel, and major subcontractors and suppliers.
- b. Bidder's experience and record of timely completion on similar projects with similar scopes of work.
- c. Availability of and ability to obtain plant, machinery and other equipment necessary for the Project.
- d. Record of previous owner-contractor relationships.

2.13 - NOTICE OF AWARD

The lowest responsive and responsible bidder will be given written notice of intent to award. For solicitations over \$25,000 all bidders will be notified in writing of GDOE's determination of award. Notice of award will also be made a part of the GDOE procurement file and made available to the public.

2.14 - DELIVERY AND PERFORMANCE SCHEDULE

Upon execution of a contract pursuant to this IFB and issuance of any necessary permits or other required documents, GDOE will issue a *Notice to Proceed (NTP)*. **The Project shall be completed within TWO HUNDRED SEVENTY (270) calendar days from Notice to Proceed (NTP).**

The selected contractor, on GDOE's written approval, may execute any work that is not disruptive to the daily operation of the school, or does not impose a safety hazard to the students and school faculty during regular instructional hours. Work that is disruptive to the daily operation of the school, and/or imposes a safety hazard to the students and school faculty must be executed outside regular instructional hours, i.e. weekends, and holidays and on any weekday school is not in session. The contractor will be responsible for returning the site to a clean, safe and secure condition before students and school faculty arrive for the next scheduled school session.

2.15 - PROGRESS PAYMENTS THROUGH SCHEDULE OF VALUES

Payments for services procured through this IFB will be made by progress payments through the submission of a schedule of values. As the work progresses and upon satisfactory completion of project tasks as outlined in the schedule of values, progress payments will be made accordingly.

2.16 - INSPECTION AND ACCEPTANCE OF CONSTRUCTION/GOODS

GDOE may inspect and test all work on the Project. 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. No work will be accepted unless the permits, licenses, or certificates required for the occupancy and use of the Project site have been provided to GDOE.

2.17 – IRREVOCABLE BID PRICE

As stated on the bid form, bidders are required to confirm that submitted bid prices shall be irrevocable for a period of ninety (90) days from the date of bid opening.

2.18 – BID BOND

The price for this Project is expected to exceed Twenty-five Thousand Dollars (\$25,000.00). Pursuant to 5 GCA §5303, each bid must be accompanied by a security in the amount of not less than fifteen percent (15%) of the total bid amount. Such security may be in the form of a bid bond, cashier's check or certified check made payable to the Treasurer of Guam. Checks or bid bonds will be returned to all except the three lowest Bidders within ten (10) working days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after GDOE and the accepted Bidder have executed a contract for the Project, or if no award has been made within ninety (90) calendar days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as the Bidder has not been notified of the acceptance of his bid. Should the successful Bidder fail or refuse to execute and deliver a Contract, performance and payment bond, insurance policies, Guam Contractor's license, or Guam Business license as required by GDOE within fifteen (15) calendar days after acceptance of his bid, he shall forfeit any bid security to GDOE for such failure or refusal.

2.19- PERFORMANCE BOND

The price for this Project is expected to exceed Twenty-Five Thousand Dollars (\$25,000.00). For all contracts in excess of that amount, pursuant to 5 GCA §5304 and 2 GAR Div 4 §5104 upon execution of a contract pursuant to this IFB, the successful bidder is required to deliver a performance bond executed by a surety company authorized to do business in Guam for one hundred percent of the contract price. The purpose of the performance bond is to indemnify GDOE from loss resulting from the failure of the bidder to perform the Project in accordance with requirements of this IFB and any contract resulting from this IFB. The performance bond shall be in the form contained in this IFB. Failure to deliver the required performance bond shall result in the rejection of the bid and collection of the security for the rejected bid.

2.20 -PAYMENT BONDS

The price for this project is expected to exceed Twenty-Five Thousand Dollars (\$25,000.00). For all contracts in excess of that amount, pursuant to 5 GCA §5304 and 2 GAR Div 4 §5104 upon execution of a contract pursuant to this IFB, the successful bidder is required to deliver a payment bond executed by a surety company authorized to do business in Guam for one hundred percent of the contract price. The purpose of the payment bond is to guarantee payment and protection for the bidder's subcontractors or entities furnishing labor and materials to the bidder. The payment bond shall be in the form contained in this IFB. Failure to deliver the required payment bond shall result in the rejection of the bid and collection of the security for the rejected bid.

2.21 – 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.

2.22 –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.

Section 3 – TERMS AND CONDITIONS

3.1 – REQUIREMENTS FOR ALL SOLICITATIONS

Bids 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.

This IFB is a solicitation for a Capital Improvement Project under the Guam Education Trust Act and is subject to the expedited procurement protest procedures described in Guam Public Law 31-196.

3.2 – LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY IN FAVOR 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.

3.3 – 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 4.

3.4 – 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 a Bid *****

3.5 – 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 a Bid *****

3.6 – 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 bidders 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 a Bid *****

3.7 – 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 a Bid ****

3.8 – 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 a Bid ****

3.9 – RIGHT OF GDOE TO CANCEL INVITATION FOR BID AND TO 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).

3.10 – 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. Such prohibition is made pursuant to 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.

GDOE CAPITAL IMPROVEMENT PROJECT
DESIGN BUILD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

IFB No. 032-2013

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GDOE 0022

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

3.11 – WAGE AND BENEFITS 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.wdoh.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. 5 GCA § 5802.

***** AG Procurement Form 006 (Feb. 16, 2010) must be completed and included with a Bid *****

3.12 - 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.

3.13 - Disputes Clause (Dependent on which section number of the IFB to insert)

I. Disputes.

A. 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.

B. 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.

3.14 – DURATION OF AWARD

The Contract resulting from this IFB will be for TWO HUNDRED SEVENTY DAYS (270) days upon when the Governor of Guam affixes his signature. In the event of cancellation due to non-availability of funds, the Bidder will be reimbursed unamortized, reasonably incurred, non-recurring cost.

3.15 – CONTRACT TYPE

A contract pursuant to this IFB is expected to be a Firm Fixed Price.

3.16 – BID SAMPLES OR 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.

Section 4 - FORMS REQUIRED FOR ALL SOLICITATIONS

Bids must contain signed and, in certain instances, notarized originals of the forms identified below and throughout this IFB.

	<u>Form Name</u>	<u>Form Title</u>
1.	GDOE Procurement Form 001 (Government Standard Form BB-1)	<u>BID BOND FORM</u>
2.	<u>GDOE Procurement Form 002</u>	<u>SPECIAL PROVISIONS-RESTRICTION AGAINST SEX OFFENDERS</u>
3.	GDOE Procurement Form 003 (Government Standard Form PB-1)	<u>PERFORMANCE BOND FORM</u>
4.	GDOE Procurement Form 004	<u>PROPRIETARY DATA DESIGNATION FORM</u>
5.	GDOE Procurement Form 005	<u>LABOR AND MATERIAL PAYMENT BOND FORM</u>
6.	AG Procurement Form 002 (Rev. Nov. 17, 2005)	<u>AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS</u>
7.	AG Procurement Form 003 (Jul. 12, 2010)	<u>AFFIDAVIT re NON-COLLUSION</u>
8.	AG Procurement Form 004 (Jul. 12, 2010)	<u>AFFIDAVIT re GRATUITIES or KICKBACKS</u>
9.	AG Procurement Form 005 (Jul. 12, 2010)	<u>AFFIDAVIT re ETHICAL STANDARDS</u>
10.	AG Procurement Form 006 (Feb. 16, 2010)	<u>DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)</u>
11.	AG Procurement Form 007 (Jul. 15, 2010)	<u>AFFIDAVIT re CONTINGENT FEES</u>

GOVERNMENT OF GUAM
DEPARTMENT OF EDUCATION
P.O. BOX DE
Hagatna, Guam 96932
BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS that we, G4S Security Systems (Guam), Inc., as Principal hereinafter called the Principal, and Bonding Company, Safeco Insurance Company of America a corporation duly organized the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held firmly bound unto the Territory of Guam for the sum of Fifteen Percent (15%) of Total Bid Amount Dollars (\$ 15% of bid amount), 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. 032-2013

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

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 12th day of September 2013

[Signature]
G4S Security Systems (Guam), Inc.

(PRINCIPAL) (SEAL)

(WITNESS)

[Signature]
Safeco Insurance Company of America

(SURETY) (SEAL)

[Signature]
Pamela A. Cruz

(ATTORNEY-IN-FACT)

[Signature]
Satomi Kobayashi

(WITNESS)

[Signature]
Garnet W. Elliott, Assistant Secretary

(TITLE)

[Signature]
David M. Carey, Assistant Secretary

(TITLE)

Countersigned by: [Signature]
Takagi & Associates, Inc.
Resident General Agent

This form shall be submitted in the Bid Envelope.
GDOE Procurement Form 001

Government Standard Form 88-1

GDOE CAPITAL IMPROVEMENT PROJECT
DESIGN BUILD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

IFB No. 032-2013

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GDOE 0027

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4107588

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint PAMELA A. CRUZ, HIDENOBU TAKAGI, JOSEPH C. BARCINAS, JO TAKAGI, ALL OF THE CITY OF TUMON, STATE OF GUAM

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 100,000,000*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of September 2010.



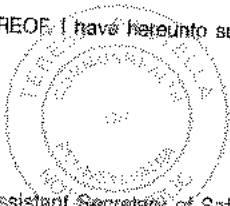
SAFECO INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of September 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12th day of September 2013.



By David M. Carey
David M. Carey, Assistant Secretary

GDOE 0028

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or individual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

RENEWAL
COA184

Know All Men By These Presents That:

Name **SAFECO INSURANCE COMPANY OF AMERICA**

Address **SAFECO PLAZA
SEATTLE**

WA 98185

Classes of Insurance
Authorized

FIDELITY & SURETY
PROP. DAMAGE & LIABILITY

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 13, to the 01 day of July, 20 14, unless authority is revoked for failure to comply with the law.

General Agent(s):

CALVO'S INSURANCE UNDERWRITERS INC
TARAGI & ASSOCIATES INC

In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 14 day of June A.D. 20 13.

Artemio B. Ilagan
ARTEMIO B. ILAGAN
Insurance Commissioner



Special Provisions

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL 2

RE: GDOE IFB 032-2013

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

G4S Security Systems (Guam), Inc. (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.

G4S Security Systems (Guam), Inc.

COMPANY NAME

Kathleen Brown

NAME OF AUTHORIZED REPRESENTATIVE

Kathleen Brown 9.12.2013

SIGNATURE/DATE



Jon J.P. Fernandez
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net
Manuel F.L. Guerrero/Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96932
Telephone: (671) 475-0438/Fax: (671) 472-5001



Marcus Y. Pido
Supply Management Administrator

INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM

**FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL
INVITATION FOR BID (IFB): 032-2013**

Pursuant to 2 GAR §3109(I)(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(I)(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(I)(3).

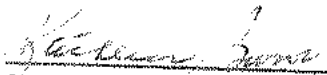
Bidders wishing to designate information as proprietary must clearly mark such sections within the bid and identify the corresponding sections and page numbers below and return this form with the bid.

I, Kathleen Brown, an authorized representative of G4S Security Systems (Guam), Inc., hereby request that the sections and page numbers listed below of the bid submitted in response to GDOE IFB No. 032-2013 be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: Kathleen Brown

Title: Treasurer

Company: G4S Security Systems (Guam), Inc


Signature 9.12.2013

GDOE CAPITAL IMPROVEMENT PROJECT
DESIGN BUILD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL
IFB No. 032-2013

BID FORM

Description	Unit	COST
1. Fire Alarm System Up-Grade/Replacement	Lump Sum	\$ 345,414.81
2. Fire Suppression/Sprinkler System Repair	Lump Sum	\$ 132,279.04
Grand Total:		\$ 477,693.85

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


BIDDER REPRESENTATIONS

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

G4S Security Systems (Guam) Inc.

PRINT COMPANY NAME

and that by submission of this bid the company is making an offer to perform the work described in GDOE IFB 032-2013 for the price stated above. I also confirm that the bid price shall remain firm and irrevocable for ninety (90) days from the opening of this bid.

Name of Bidder (Company Name):	G4S Security Systems (Guam), Inc.		
Signature of Authorized Representative:		Date:	9.12.2013
Printed Name of Authorized Representative:	Kathleen Brown	Title:	Treasurer

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF Hagatna)
) 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 G4S Security Systems (Guam), Inc. [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>
G4S International 105 (UK) Limited	The Manor, Manor Royal Crawley, West Sussex RH10 9UN United Kingdom	100%

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
-------------	----------------	---------------------

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

Mariano
 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 12th day of September, 2013.

Mariano
 NOTARY PUBLIC
 My commission expires: 3-5-2015

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

EMILINA C. MARIANO
 Notary Public
 In and for Guam, U.S.A.
 My Commission Expires: March 5, 2015
 P.O. Box 5068 Hagatna, Guam 96932

AFFIDAVIT FOR NON-COLLUSION

CITY OF Hagatna)
) ss.
ISLAND OF GUAM)

Kathleen Brown [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] G4S Security Systems (Guam), Inc.

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

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

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

Subscribed and sworn to before me

this 12th day of September, 2013

[Handwritten Signature]
NOTARY PUBLIC
My commission expires 7-5-2015

AG Procurement Form 003 (Jul 12, 2010)

EMILINA C. MARIANO
Notary Public
In and for Guam, U.S.A.
My Commission Expires: March 5, 2015
P.O. Box 5368 Hagatna Guam 96932

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF Hagatna)
) ss.
ISLAND OF GUAM)

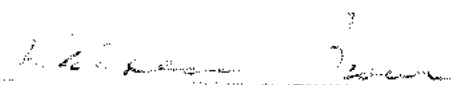
kathleen Brown [state name of affiant signing below], being
first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company]
G4S Security Systems (Guam) Inc. Affiant is Treasurer [state one
of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing
identified bid or proposal.

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

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

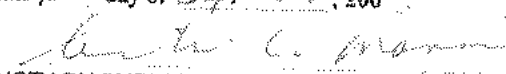
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of
the offeror's officers, representatives, agents, subcontractors, and employees.


Signature of one of the following:

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

Subscribed and sworn to before me

this 10th day of September, 2013


NOTARY PUBLIC

My commission expires 3-5, 2015

AG Procurement Form 004 (Jul 12, 2010)

EMILINA C. MARIANO
Notary Public
in and for Guam, U.S.A.
My Commission Expires: March 5, 2015
P.O. Box 5366 Hagatna, Guam 96932

GDOE 0041

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF Hagåtña)
) sp,
ISLAND OF GUAM)

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

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

Kathleen Brown
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 12th day of September, 2013.

Emalina C. Mariano
NOTARY PUBLIC
My commission expires 3-5, 2015.

EMALINA C. MARIANO
Notary Public
in and for Guam, U.S.A.
My Commission Expires: March 5, 2015
P.O. Box 6366 Hagåtña, Guam 96932

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: IFB 032-2013

Name of Offeror Company: G4S Security Systems (Guam), Inc.

I, Kathleen Brown hereby certify under penalty of perjury:

(1) That I am Treasurer [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 05-2147 (Rev. -15) was first posted on www.wdol.gov on 06/25/2013

 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

Diana C. Koplowski Division of
 Director Wage Determinations

Wage Determination No.: 2005-2147
 Revision No.: 15
 Date Of Revision: 06/19/2013

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34

05010 - Automotive Electrician	
05040 - Automotive Glass Installer	13.06
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	12.10
05130 - Motor Equipment Metal Mechanic	8.59
05160 - Motor Equipment Metal Worker	13.06
05190 - Motor Vehicle Mechanic	12.10
05220 - Motor Vehicle Mechanic Helper	13.06
05250 - Motor Vehicle Upholstery Worker	10.12
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.10
05340 - Radiator Repair Specialist	12.37
05370 - Tire Repairer	12.10
05400 - Transmission Repair Specialist	7.81
07000 - Food Preparation And Service Occupations	12.10
07010 - Baker	
07041 - Cook I	10.47
07042 - Cook II	9.54
07070 - Dishwasher	11.78
07130 - Food Service Worker	7.25
07210 - Meat Cutter	7.78
07260 - Waiter/Waitress	11.86
09000 - Furniture Maintenance And Repair Occupations	7.59
09010 - Electrostatic Spray Painter	
09040 - Furniture Handler	14.36
09080 - Furniture Refinisher	8.85
09090 - Furniture Refinisher Helper	14.38
09110 - Furniture Repairer, Minor	10.66
09130 - Upholsterer	12.51
11000 - General Services And Support Occupations	14.38
11030 - Cleaner, Vehicles	
11060 - Elevator Operator	8.23
11090 - Gardener	8.23
11122 - Housekeeping Aide	10.99
11150 - Janitor	8.33
11210 - Laborer, Grounds Maintenance	8.23
11240 - Maid or Houseman	9.14
11260 - Pruner	7.25
11270 - Tractor Operator	8.23
11330 - Trail Maintenance Worker	10.33
11360 - Window Cleaner	9.14
12000 - Health Occupations	9.14
12010 - Ambulance Driver	
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	15.81
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	21.70
12025 - Dental Hygienist	13.20
12030 - EKG Technician	29.85
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	23.96
12071 - Licensed Practical Nurse I	15.81
12072 - Licensed Practical Nurse II	14.14
12073 - Licensed Practical Nurse III	15.81
12100 - Medical Assistant	17.63
12130 - Medical Laboratory Technician	11.54
12160 - Medical Record Clerk	14.14
12190 - Medical Record Technician	11.82
12195 - Medical Transcriptionist	13.59
12210 - Nuclear Medicine Technologist	14.14
	34.75

12221	Nursing Assistant I	10.03
12222	Nursing Assistant II	11.30
12223	Nursing Assistant III	12.31
12224	Nursing Assistant IV	13.84
12235	Optical Dispenser	15.81
12236	Optical Technician	14.14
12250	Pharmacy Technician	13.41
12280	Phlebotomist	13.84
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)	19.59
13000	Information And Arts Occupations	
13011	Exhibits Specialist I	15.06
13012	Exhibits Specialist II	18.66
13013	Exhibits Specialist III	22.83
13041	Illustrator I	15.06
13042	Illustrator II	18.66
13043	Illustrator III	22.83
13047	Librarian	20.66
13050	Library Aide/Clerk	12.00
13054	Library Information Technology Systems Administrator	18.66
13058	Library Technician	15.06
13061	Media Specialist I	13.46
13062	Media Specialist II	15.06
13063	Media Specialist III	16.80
13071	Photographer I	12.82
13072	Photographer II	14.32
13073	Photographer III	17.75
13074	Photographer IV	21.73
13075	Photographer V	26.30
13110	Video Teleconference Technician	12.91
14000	Information Technology Occupations	
14041	Computer Operator I	13.65
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)
14102	Computer Systems Analyst II	(see 1) 24.23
14103	Computer Systems Analyst III	(see 1)
14150	Peripheral Equipment Operator	13.65
14160	Personal Computer Support Technician	19.50
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	28.47

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	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
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
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	16.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67

23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.75
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shellter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.35
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.43
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
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	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	23.40

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
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	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.68
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25

31290 - Shuttle Bus Driver	
31310 - Taxi Driver	9.99
31361 - Truckdriver, Light	8.21
31362 - Truckdriver, Medium	8.97
31363 - Truckdriver, Heavy	11.61
31364 - Truckdriver, Tractor Trailer	12.48
99000 - Miscellaneous Occupations	12.48
99030 - Cashier	
99050 - Desk Clerk	7.46
99095 - Embalmer	9.70
99251 - Laboratory Animal Caretaker I	22.74
99252 - Laboratory Animal Caretaker II	16.24
99310 - Mortician	17.04
99410 - Pest Controller	22.74
99510 - Photofinishing Worker	13.28
99710 - Recycling Laborer	11.95
99711 - Recycling Specialist	10.76
99730 - Refuse Collector	16.27
99810 - Sales Clerk	10.24
99820 - School Crossing Guard	8.95
99830 - Survey Party Chief	15.03
99831 - Surveying Aide	20.30
99832 - Surveying Technician	11.54
99840 - Vending Machine Attendant	15.00
99841 - Vending Machine Repairer	20.19
99842 - Vending Machine Repairer Helper	23.57
	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 6(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 conformance 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 regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual 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.

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or 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 decision to the contractor.

6) The contractor informs the affected employees.

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

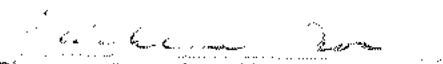
When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the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

AFFIDAVIT re CONTINGENT FEES

CITY OF Hagatna)
) ss.
ISLAND OF GUAM)

Kathleen Brown [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] G4S Security Systems (Guam), Inc.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(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 10th day of September, 2013.


NOTARY PUBLIC
My commission expires 3-5 2015

VG Procurement Form 007 (Jul 15 2010)

EMILINA C. MARIANO
Notary Public
in and for Guam, U.S.A.
My Commission Expires: March 5, 2015
P.O. Box 5366 Hagatna, Guam 96932

GDOE 0057



DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-220
Hagåtña, Guam 96932
Telephone: (671) 475-0438/Fax: (671) 472-5001



Jon J. P. Fernandez
Superintendent of Education

Marcus Y Pido
Supply Management Administrator

Date: June 14, 2013

Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

I, Silas Kadiasang, an authorized representative of the company named below, acknowledge receipt of CLARIFICATION #1. Number of pages received (including this coversheet) 2 for IFB/RFP: GDOE IFB 032-2013, Title: DESIGN BUILD: FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL.

AMENDMENT ACKNOWLEDGEMENT FORM

G4S Security Systems

Company Name (Print)

Silas Kadiasang

Print Name

Silas Kadiasang

Signature

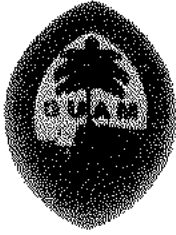
September 10, 2013

Time and Date

IFB/RFP 032-2013

Title: DESIGN BUILD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL.



IGN J. P. FERNANDEZ
Superintendent of Education

OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION

Manuel F.L. Guerrero / Administration Building
2nd. Floor, Suite B-220
Hagåtña, Guam 96932
Telephone: (671) 300-3581
Fax: (671) 472-5061



MARCUS Y. PIDO
Supply Management Administrator

CLARIFICATION NO. 1

September 6, 2013

Gentlemen:

Please refer to our invitation for bid #13-001, UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

AMEND BID SUBMISSION DATE AND TIME TO READ:

FROM: THURSDAY, September 16, 2013 at 10:00 a.m.

To: MONDAY, September 16, 2013 at 10:00 a.m.

All else remains same.

Sincerely,

MARCUS Y. PIDO
Supply Management Administrator



G4S Security Systems (Guam) Inc.
1851 Army Drive
Herman, GU, 96913
Tel: (671) 646-2307
Fax: (671) 649-7245
Email: vl.kadiasang@gu.g4s.com

September 11, 2013

Mr. Garcia
GDOE
aggarcia@gdoe.net

RE: IFB No. 032-2113 Additional Questions

Question:

1. Item C, under Fire alarm system on page 4 states, "Provide and install new intelligent addressable Fire alarm/Mass Notification System complete with all new appliances, conduits, wiring etc."

During the Pre-Bid Conference this past Monday, a question was asked about whether existing conduit can be used. The answer was yes.

Can existing Fire Alarm Conduit be use, and thereby saving the Government a lot of money?

Sincerely

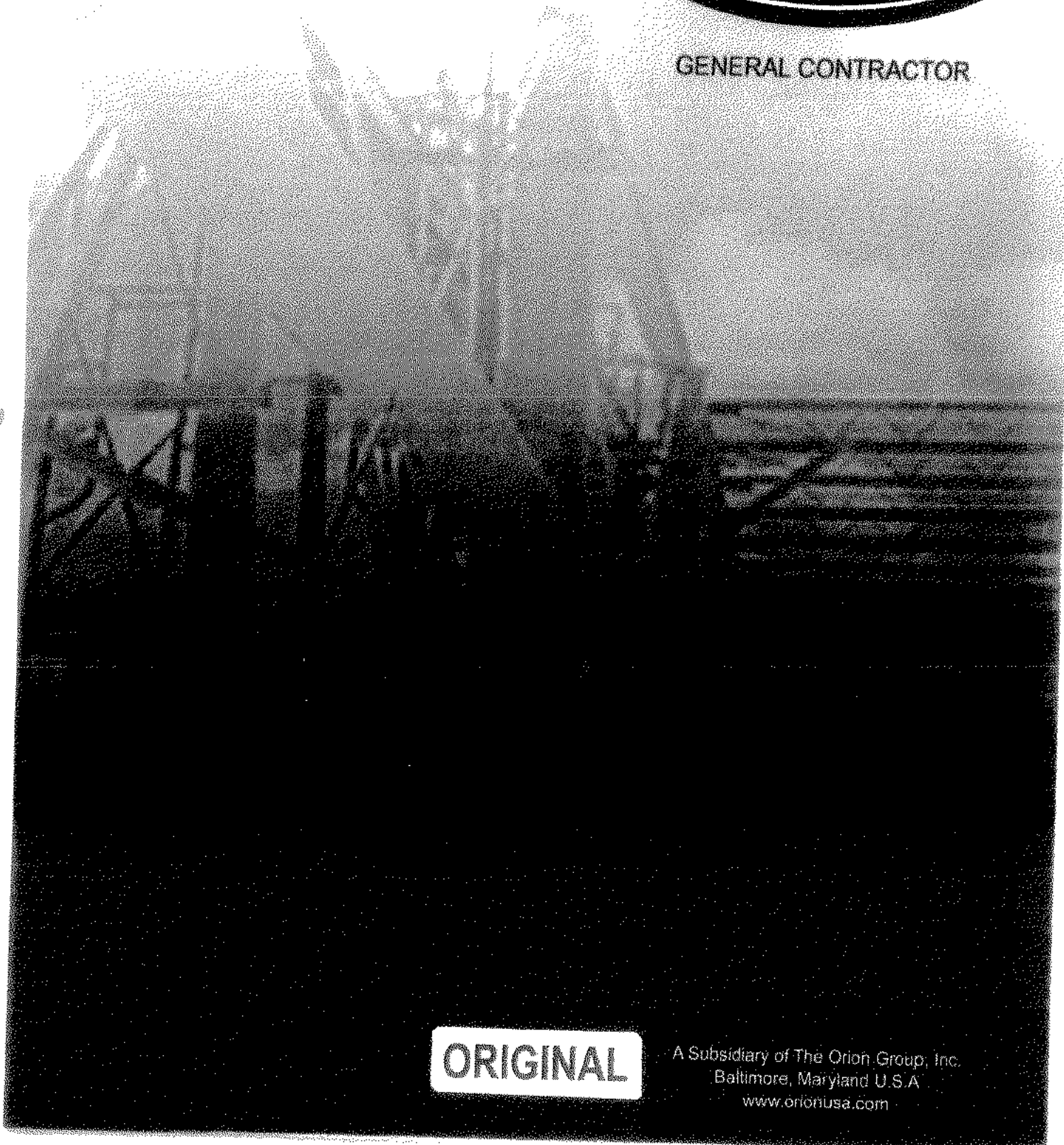
Silas Kadiasang
Project/Implementation Manager
G4S Security Systems (Guam), Inc.
Phone: 671-646-2307
Fax: 671-649-7245
E-mail: sil.kadiasang@gu.g4s.com



Exhibit C



GENERAL CONTRACTOR



ORIGINAL

A Subsidiary of The Orion Group, Inc.
Baltimore, Maryland U.S.A.
www.orionusa.com

GOVERNMENT OF GUAM
DEPARTMENT OF EDUCATION
P.O. BOX DE
MAGATNA, GUAM 96532
BID BOND

Bond No. 065

KNOW ALL MEN BY THESE PRESENTS that we, ORION CONSTRUCTION CORPORATION (GUAM), as Principal
hereinafter called the Principal, and Bonding Company, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as a corporation duly organized the
laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held firmly bound unto the Territory of Guam for the sum of
FIFTEEN PERCENT OF ACCOMPANYING BID Dollars (\$ 15% OF BID), 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. 032-2013

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHEARN
HIGH SCHOOL

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 16TH day of SEPTEMBER, 2013

ARMANDO T. ACOSTA
ORION CONSTRUCTION CORPORATION (GUAM)

(PRINCIPAL) (SEAL)

CARLOS M. SINAMBAN

(WITNESS)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SURETY) (SEAL)

ADAM T. BARON, ATTORNEY-IN-FACT

Counterigned: ADAM T. BARON

CASSIDY'S ASSOCIATED INSURERS,
INC. RESIDENT GENERAL AGENT

(WITNESS)

REED QUICHOCHO, BOND CLERK

(TITLE)

ADAM T. BARON, ATTORNEY-IN-FACT

This form shall be submitted in the Bid Envelope
GDOE Procurement Form 001

GOE Form Standard Form 001

CODE CAPITAL IMPROVEMENT PROJECT
DESIGN BIDD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHEARN HIGH SCHOOL

IFB No. 032-2013

Page 16

GDOE 0063

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

FOR BID BOND NO. 065 ISSUED ON BEHALF OF ORION CONSTRUCTION CORPORATION (GUAM)
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David W. CASSIDY, Michael C. CASSIDY, Adam T. BARON and Timothy J. SAN NICOLAS, all of Hagatna, Guam, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of May, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

Assistant Secretary
Eric D. Barnes

Thomas O. McClellan

Vice President
Thomas O. McClellan

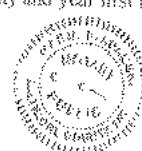
State of Maryland
City of Baltimore

On this 31st day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamaki

Maria D. Adamaki, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13TH day of SEPTEMBER, 20 13.



Geoffrey Delisio

Geoffrey Delisio, Vice President

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

RENEWAL COA239

Know All Men By These Presents That:

Name FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Address 1400 AMERICAN LANE
SCHAUMBURG

IL 60196 1056

Classes of Insurance
Authorized

ACCIDENT & HEALTH
FIDELITY & SURETY
FIRE
MARINE

MISCELLANEOUS
PROP. DAMAGE & LIABILITY
WORKMENS COMP

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 14, unless authority is revoked for failure to comply with the law.

General Agent(s):

TAXAGI & ASSOCIATES INC
CASSIDY'S ASSOCIATED INSURERS INC

In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 08 day of July A.D. 20 13.


ARTEMIO B. ILAGAN
Insurance Commissioner

BID FORM

Description	Unit	COST
1. Fire Alarm System Up-Grade/Replacement	Lump Sum	\$ 451,700. ⁰⁰
2. Fire Suppression/Sprinkler System Repair	Lump Sum	\$ 48,280. ⁰⁰
Grand Total:		\$ 499,980. ⁰⁰

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


BIDDER REPRESENTATIONS

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

ORION CONSTRUCTION CORPORATION (GUAM)

PRINT COMPANY NAME

and that by submission of this bid the company is making an offer to perform the work described in GDOE IFB 032-2013 for the price stated above. I also confirm that the bid price shall remain firm and irrevocable for ninety (90) days from the opening of this bid.

Name of Bidder (Company Name):	ORION CONSTRUCTION CORPORATION (GUAM)		
Signature of Authorized Representative:		Date:	September 16, 2013
Printed Name of Authorized Representative:	Armando T. Acosta	Title:	Vice President

GDOE CAPITAL IMPROVEMENT PROJECT
DESIGN BUILD

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

IFB No. 032-2013

Page 23



Special Provisions

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL 2

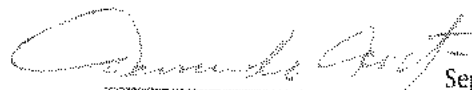
RE: GDOE IFB 032-2013

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

Orion Construction Corporation (Guam) (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.

Orion Construction Corporation (Guam)
COMPANY NAME

Armando T. Acosta, Vice President
NAME OF AUTHORIZED REPRESENTATIVE

 September 16, 2013
SIGNATURE/DATE



DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
Manuel F.L. Guerrero/Administration Building
2nd Floor, Suite 8-220
Hagatna, Guam 96932
Telephone: (671) 475-0438/Fax: (671) 472-5001



Jon J.P. Fernandez
Superintendent of Education

Marcus Y. Pido
Supply Management Administrator

INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM

FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL
INVITATION FOR BID (IFB): 032-2013

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, Armando T. Acosta, an authorized representative of Orion Construction Corp(Guam) hereby request that the sections and page numbers listed below of the bid submitted in response to GDOE IFB No. 032-2013 be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: Armando T. Acosta

Signature

Title: Vice President

Company: Orion Construction Corporation (Guam)

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF Barrigada)
) 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]:

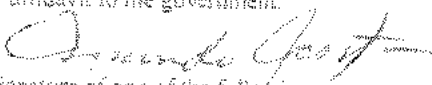
- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as **Orion Construction Corporation (Guam)** [please state name of offeror company], and the persons, companies, 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>
Orion Group, Inc.	1120 N. Charles St. Suite 500 Baltimore, Maryland 21201	<u>99.9%</u>

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

<u>Name</u>	<u>Address</u>	<u>Commission</u>
None	None	None

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.

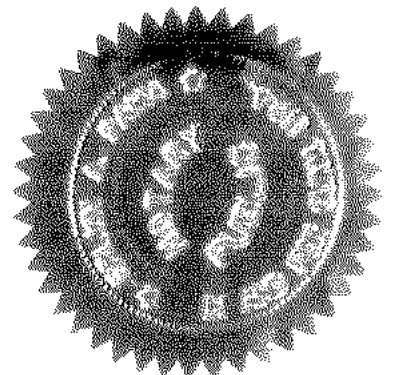

 Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me
 this 13th day of SEPTEMBER, 2013.

Erlyn A. Pama
 NOTARY PUBLIC
 My commission expires: 6/13/2015

All Notarizations Form 683-001 Rev. 11-11-09-01

ERLYN A. PAMA
 NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: June 13, 2015
 P.O. Box 2371 Hagatna, Guam 96932



AFFIDAVIT re NON-COLLUSION

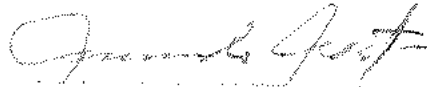
CITY OF Barrigada)
) ss.
ISLAND OF GUAM)

I, the undersigned, Armando T. Acosta [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]
Orion Construction Corporation (Guam)

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

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



Signature of one of the following:

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

Subscribed and sworn to before me

this 13th day of SEPTEMBER, 2013

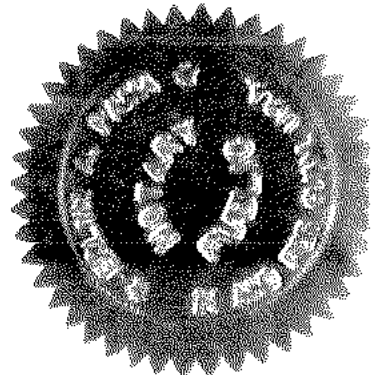


NOTARY PUBLIC

My commission expires 6/13/2015

ERLYN A. PAMA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: June 13, 2015
P.O. Box 2371 Hagatna, Guam 96932

ADA Procurement Form 005 (Jul 12, 2010)



AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF Barrigada)
) ss.
ISLAND OF GUAM)

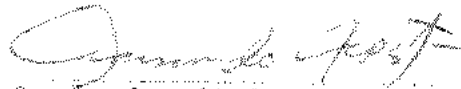
I, the undersigned, **Armando T. Acosta** [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] **Orion Construction Corporation (Guam)**. Affiant is **an Officer of the offeror** [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

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

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

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



Signature of one of the following:

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

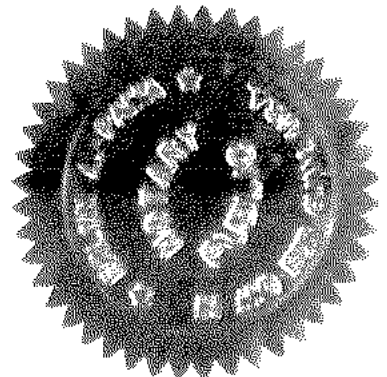
Subscribed and sworn to before me

this 13th day of SEPTEMBER 2013


NOTARY PUBLIC

My commission expires 6/13/2015

ERLYN A. PAMA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: June 13, 2015
P.O. Box 2371 Hagatna, Guam 96932



AFFIDAVIT RE ETHICAL STANDARDS

CITY OF Barrigada)
) ss.
ISLAND OF GUAM)

I, the undersigned, Armando T. Acosta [state name of affiant signing below], being first duly sworn, deposes and says that:

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

Armando T. Acosta

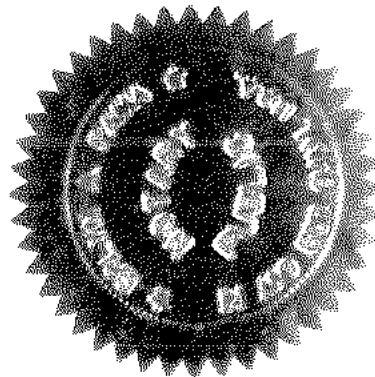
Signature of one of the following:

- 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 13th day of SEPTEMBER, 2013.

Erllyn A. Pama
NOTARY PUBLIC
My commission expires: 6/13/2015

ERLYN A. PAMA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: June 13, 2015
P.O. Box 2371 Hagatna, Guam 96932



DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: GDOE IFB 032-2013

Name of Offeror Company: Orion Construction Corporation (Guam)

I, the undersigned, Armando T. Acosta hereby certify under penalty of perjury:

(1) That I am an Officer of 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]


Signatur



DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
Manuel R. L. Guerrero/ Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96932
Telephone: (671) 475-0438/Fax: (671) 472-5001



Jon J. P. Fernandez
Superintendent of Education

Marcus Y. Pido
Supply Management Administrator

Date: September 06, 2013

Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

I, Nina Cindy S. Carlos, an authorized representative of the company named below, acknowledge receipt of CLARIFICATION #1. Number of pages received (including this coversheet) 2 for IFB/RFP: GDOE IFB 032-2013, Title: DESIGN BUILD: FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL.

AMENDMENT ACKNOWLEDGEMENT FORM

Orion Construction Corporation (Guam)
Company Name (Print)

Nina Cindy S. Carlos
Print Name

[Signature]
Signature

09/12/2013 11:23 A.M.
Time and Date

IFB/RFP 032-2013

Title: DESIGN BUILD
FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL.



JON J. P. FERNANDEZ
Superintendent of Education

OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION

Manuel F.L. Guerrero / Administration Building
2nd. Floor, Suite B-220
Hagåtña, Guam 96932
Telephone: (671) 300-1581
Fax: (671) 472-5001



MARCUS Y. PIDO
Supply Management Administrator

CLARIFICATION NO. 1

September 6, 2013

Gentlemen:

Please refer to our Invitation for Bid No. GDOE IFB 032-2013, DESIGN BUILD:FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

AMEND BID SUBMISSION DATE AND TIME TO READ:

FROM: THURSDAY, September 16, 2013 at 10:00 a.m.

To: MONDAY, September 16, 2013 at 10:00 a.m.

All else remains same.

Sincerely,

MARCUS Y. PIDO
Supply Management Administrator



Jon J. P. Fernandez
Superintendent of Education

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96910
Telephone: (671) 475-0438/Fax: (671) 472-5001



Marcus Y. Pido
Supply Management Administrator

Date: September 12, 2013

Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

I, Niña Sandy C. Herania, an authorized representative of the company named below, acknowledge receipt of CLARIFICATION #2. Number of pages received (including this coversheet) 3 for IFB/RFP: GDOE IFB 032-2013, Title: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

AMENDMENT ACKNOWLEDGEMENT FORM

Orion Construction Corp. (Guam)
Company Name (Print)

Niña Sandy C. Herania
Print Name

Signature

09/12/2013 10:13 P.M.
Time and Date

IFB/RFP 032-2013

Title: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL



JON J. P. FERNANDEZ
Superintendent of Education

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

*Manuel F.L. Guerrero Administration Building
2nd. Floor, Suite B-220
Hagåtña, Guam 96910
Telephone: (671) 300-1581
Fax: (671) 472-5001*



MARCUS Y. PIDO
Supply Management Administrator

CLARIFICATION NO. 2

September 12, 2013

Gentlemen:

Please refer to our Invitation for Bid No. GDOE IFB 032-2013, DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

Questions submitted by EMB Electrical on September 11, 2013:

Question: 1. The Auditorium Theater has and confirm Standalone FAS Panel how about the Gynasium?

Response: The Gym and Auditorium both have stand-alone fire alarm systems and FACP that will need to be tied into the main campus system and FACP.

Question: 2. Is it all Elevator in good condition ?if not how is the procedure if the new design required to install elevator devices inside top of Elevator as per new GFD requirement is it the owner obligation to fix the elevator to complete the new FAS Design?

Response: The elevators in Buildings 2 & 3 are not operational and are beyond repair. Therefore, the Contractor will not be required to install devices within these elevator shafts.

Questions submitted by GAS on September 11, 2013:

Question: Item C, under Fire alarm system on page 4 states, "Provide and install new intelligent addressable Fire alarm/Mass Notification System complete with all new appliances, conduits, wiring etc."

During the Pre-Bid Conference this past Monday, a question was asked about whether existing conduit can be used. The answer was yes.

Can existing Fire Alarm Conduit be use, and thereby saving the Government a lot of money?

Response: Existing conduits may be used, at the Contractor's discretion, as long as the existing conduit meets all current code requirements.

Questions submitted by Orion Construction on September 11, 2013:

Question: Are drawings designed and stamped by a Professional Electrical Engineer acceptable for required Building Permit Application?

Response: Refer to the AHJ for requirements to obtain a Building Permit.

Question: We refer you to Section 4-Forms Required for all Solicitations: Are we to complete and submit with our bid "GDOE Procurement Form 003 Performance Bond" and "GDOE Procurement Form 005 Labor and Material Payment Bond"?

Response: The Performance Bond and Labor and Material Payment Bonds are not required with the Bid Submission, these are for information only and will only be required of the awarded contractor. A Bid Bond is required with the Bid Submission.

Question: Request Bid Submission Date be extended for 1-week due to time required in conducting site investigation of existing school complex, preparation of initial design and requesting for quotations from various suppliers for the equipment and devices.

Response: The Bid Submission Date will not be extended.
All else remains same.

Sincerely,



MARCUS Y. PIDO
Supply Management Administrator



Jon J. P. Fernandez
Superintendent of Education

DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net
Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-220
Hagatna, Guam 96910
Telephone: (671) 475-0438/Fax: (671) 472-5001



Marcus Y. Pido
Supply Management Administrator

Date: September 11, 2013

Please review the attached documents. (All amendments can be reviewed on our website) Please sign this acknowledgement page and return only this signed page via fax (671) 472-5001 or e-mail to: aggarcia@gdoe.net.

I, Niña Sandy S. Carlos, an authorized representative of the company named below, acknowledge receipt of AMENDMENT #2. Number of pages received (including this coversheet) 3 for IFB/RFP: GDOE IFB 032-2013, Title: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

AMENDMENT ACKNOWLEDGEMENT FORM

Orion Construction Corporation (Guam)
Company Name (Print)

Niña Sandy S. Carlos
Print Name

[Signature]
Signature

09/12/2013 11:11 A.M.
Time and Date

IFB/RFP 032-2013

Title: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL



JON J. P. FERNANDEZ
Superintendent of Education

OFFICE OF SUPPLY MANAGEMENT
GUAM DEPARTMENT OF EDUCATION

Manuel F.L. Guerrero Administration Building
2nd. Floor, Suite B-220
Hogófia, Guam 96910
Telephone: (671) 300-1581
Fax: (671) 472-5001



MARCUS Y. PIDO
Supply Management Administrator

AMENDMENT NO. 2

September 11, 2013

Gentlemen:

Please refer to our Invitation for Bid No. GDOE IFB 032-2013, DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL a copy of which was issued to your company for consideration.

Please make necessary change (s) specified below:

Questions submitted by G4S on September 10, 2013:

Question: 1. Given the short time for this bid, as built Drawings or Floor plans on the entire campus layout, is essential in producing accurate estimates and designs. Can we have these drawing right away?

Response: Floor plans and some electrical drawings are being provided, however, the accuracy of the drawings provided is unknown. It is the Bidder's responsibility to verify all existing conditions and prepare their bids accordingly. (Reference purposes only)- See E-Mail dated September 11, 2013.

Question: 2. Can we extend Deadline for Questions to Thursday to allow time for site walk thru to be inclusive in questionnaire?

Response: Deadline for questions is extended to Thursday, 9/12/13 at 4:00 PM.

Question: 3. Some parts for the existing fire alarm system does not meet fire code. If some of the existing system is to be used for the new system, the conduit for example, are we required to alter the structure to adjust the existing Strobe and Pull stations location so that it meets code?

Response: The new Fire Alarm System must meet current fire code.

Question: 4. The fire alarm wires that will be removed, are we to dispose of it or give to GDOE?

Response: Remove, Dispose and Replace (with new wire) all existing fire alarm wiring.

Question: 5. Will GDOE and School principals approve Outside Classroom works between 8 am and 2:45 pm, and inside classroom work begin 3pm and 9pm?

Response: Work outside the classrooms will be allowed from 8:00AM to 2:45 PM only if it is non-disruptive to the classroom operation (i.e., no drilling, banging, loud noises, etc.).

Question: 6. Will GDOE and School principals Allow/guarantee access to school for Fire alarm work on Saturdays, Sundays, and Holidays between 8am and 5pm?

Response: Contractor will be allowed/granted access to work on weekends and holidays (excluding some major holidays, i.e., Christmas, Thanksgiving, Easter, etc.) with a request to the school administration at least 48 hours in advance.

Question: No Question. N/A (skipped a number).

Question: 8. Sometimes the Authority Having Jurisdiction will require additional work outside of the approved plans during their inspection, will this additional work if any constitute additional work under change order?

Response: The project is a Design/Build, therefore the Contractor will be responsible for meeting all requirements of the AHJ at no additional cost to the Owner.

All else remains same.

Sincerely,



MARCUS Y. PIDO

Supply Management Administrator

2014

CONTRACTORS LICENSE

EDDIE BAZA CALVO
Governor of Guam

RAY TENORIO
Lt. Governor of Guam

Pursuant to the provisions of 21 GCA Real Property Ch. 70 Contractors and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Orion Construction Corporation (Guam)

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

A, B, C13, C13A, C37 & C68 (Lead & Asbestos Abatement)

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

Signature of RME
RME #

Signature of LICENSEE
License # 6959

GRT # 96745

Issued: April 16, 2013

Certificate # C-0413-0021

Expires: June 30, 2013


EDUARDO R. ORDÓÑEZ
EXECUTIVE DIRECTOR


RICHARD QUIAMBAO
BOARD CHAIRMAN





Exhibit D

Number of Solicitation:
Number of Bids Received:

Description of Supplies or Services: DESIGN BUILD FOR SOUTHERN HIGH SCHOOL

Guam Department of Education
Office of Supply Management
Government of Guam

ABSTRACT OF BIDDERS

Bid Number: GDOE IWB 022-2013
Closing Date: MONDAY 9/16/13
Time: 10:00A.M.

BIDDER(S)	Acceptance Time	Delivery Acceptance	Delivery Specified in Bids (Days)	A B C D E F						Item No.	Description	Quantity	Unit	TOTAL AGGREGATE
DINO COST CORP	09/21									1	FIRE ALARM SYSTEM UPGRADE/REPLACEMENT	3457.700		3457.700
										2	FIRE SUPPRESSION SPRINKLER SYSTEM REPAIR	849.200		849.200
														3499.900

BY: *[Signature]* DATE: 9/16/13

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

LEGENDS:
(A) AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS
(B) AFFIDAVIT re NON-COLLUSION
(C) AFFIDAVIT re GRATUITIES or KICKBACKS
(D) AFFIDAVIT re ETHICAL STANDARDS
(E) DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION
(F) AFFIDAVIT re CONTINGENT FEES

The Guam Department of Education
Invitation For Bid No. 032-2013

Bidder's Name: ORION CONSTRUCTION CORPORATION
(GUAM)

Submital Date: September 10, 2013

Submital Time: 10:00 a.m.

Attention: Albert Garcia
Buyer Supervisor

PRELIMINARY REVIEW
RECEIVED

DEPARTMENT OF EDUCATION
THE GUAM GOVERNMENT

**Guam Department of Education
DESIGN BUILD FIRE ALARM SYSTEM
UPGRADE/REPLACEMENT AND FIRE
SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR
SOUTHERN HIGH SCHOOL
IFB NO. 032-2013**



The Guam Department of Education Invitation for
Bid No. 032-2013

Bidder's Name: G4S Security Systems (Guam) Inc.
Bid Date: September 16, 2013
Bid Time: 10:00 AM
Attention: Albert Garcia (Buyer Supervisor II)
Location: GDOE Supply Management Office
Manuel F.L. Guerrero Administration Building
2nd Fl., Rm. B-220 Hagatna, Guam 96910

Presented By:



G4S Security Systems (Guam) Inc.
1851 Army Drive
Harmon, Guam 96913

on:

3841

AG



Exhibit E



GUAM DEPARTMENT OF EDUCATION OFFICE OF SUPPLY MANAGEMENT

Manuel F.L. Guerrero / Administration Building
2nd Floor, Suite B-202
Hagåtña, Guam 96932
Telephone: (671) 475-9460/440
Fax: (671) 472-5001



IGN J. FERNANDEZ
Superintendent of Education

MARCUS Y. PIDO
Supply Management Administrator

BID STATUS

September 16, 2013

Orion Construction
P.O. BOX 24348
GMF, Barrigada, Guam 96921
Tel: (671) 633-2203
Fax: (671) 633-2208
E-Mail: pmiguel@orionguam.com

Attn: Prudencio Miguel, Jr.
President

Bid no.: GDOE IFB 092-2012 OPENED: Monday, September 16, 2013 @ 10:00 A.M.

Description: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

The following is the evaluation results of subject bid: Refer to items checked below.

// Canceled (in its entirety), or partially canceled due to:

- Insufficient funds
- Change of specifications
- Insufficient number of bidders

// Rejected due to:

- Late submission of bid
- No bid deposit submitted, as required by Section 2.17 titled Bid Bond
- Bid received after the hour established by the invitation as the time by which all bids must be received.
- Not meeting the delivery requirement as stated in the invitation for Bid.
- Non-conformance with Specifications
- Inability to provide future maintenance and services to the equipment
- High price
- Others:

// Not Selected due to:

- Higher Price Bid Offered

/X/ Bid is recommended for award to:

Orion Construction
P.O. BOX 24348
GMF, Barrigada, Guam 96921
Tel: (671) 633-2203
Fax: (671) 633-2208
E-Mail: pmiguel@orionguam.com

// Remarks:

MARCUS Y. PIDO
Supply Management Administrator

ACKNOWLEDGEMENT RECEIPT:

Niño Santos C. Hernandez
Signature

Date: 09/16/2013 Time: 5:24 P.M.



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

*Manuel F.L. Guerrero / Administration Building
2nd Floor, Suite B-102
Hagåtña, Guam 96912
Telephone: (671) 475-4360/440
Fax: (671) 472-5001*



ION I.P. FERNANDEZ
Superintendent of Education

MARCUS V. PIDO
Supply Management Administrator

BID STATUS

September 16, 2013

Orion Construction
P.O. BOX 24348
GMF, Barrigada, Guam 96921
Tel: (671) 633-2209
Fax: (671) 633-2208
E-Mail: pmv@orionguam.com

Attn: Prudencio Miguel, Jr.
President

Bid no.: GDOE JFB 032-2012 OPENED: Monday, September 16, 2013 @ 10:00 A.M.

Description: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

The following is the evaluation results of subject bid: Refer to items checked below.

// Canceled (in its entirety), or partially cancelled due to:

- Insufficient funds
- Change of specifications
- Insufficient number of bidders

// Rejected due to:

- Late submission of bid
- No bid deposit submitted, as required by Section 2.17 titled Bid Bond
- Bid received after the hour established by the invitation as the time by which all bids must be received.
- Not meeting the delivery requirement as stated in the Invitation for Bid.
- Non-conformance with Specifications
- Inability to provide future maintenance and services to the equipment
- High price
- Others:

// Not Selected due to:

- Higher Price Bid Offered

IX / Bid is recommended for award to

Orion Construction
P.O. BOX 24348
GMF, Barrigada, Guam 96921
Tel: (671) 633 2208
Fax: (671) 633 2208
E-Mail: pmv@orionguam.com

// Remarks: _____

MARCUS V. PIDO
MARCUS V. PIDO
Supply Management Administrator

ACKNOWLEDGMENT RECEIPT:

Signature _____
Date _____ Time _____

Transmission Report

Date/Time
Local ID 1

09-16-2013
6714725001

03:16:19 p.m.

Transmit Header Text
Local Name 1

procurement

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x14"



IONA F. HERNANDEZ
Superintendent of Education

GUAM DEPARTMENT OF EDUCATION OFFICE OF SUPPLY MANAGEMENT

Usoyot F. L. Insuena (Lapuntanaka) Usoyot
2nd Floor, Suite B-202
Palace of Education
Telephone: (671) 475-2264/47
Fax: (671) 475-2400



MARLUKY, JIM O
Supply Management Administrator

BID STATUS

September 16, 2013

GAS Security Systems (GSS) Inc.
1055 Army Drive
Honolulu, Guam 96913
Tel: (671) 649-2307
Fax: (671) 649-2245
E-Mail: GSS@GSSecurity.com

Attn: President Miguel J.
President

Bid No: 9000 000 002-0003 Date: September 16, 2013 @ 10:20 A.M.

Description: DISCO BOMB LINE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPERVISION/SPRINKLER SYSTEM UPGRADE/REPLACEMENT/REINSTALLATION

The following is the evaluation result of subject bid. Refer to items checked below:

1.1 Cancelled (to be amended), or partially cancelled due to:

- Insufficient funds
- Change of specifications
- Insufficient number of bidders

1.2 Rejected due to:

- Late submission of bid
- No bid deposit submitted as required by Section 2.1.7 of the Bid Manual
- Bid opened after 1-hour established by the issuer as the time by which all bids are to be received
- Not meeting the delivery requirements stated in the invitation for bid
- Non-compliance with specifications
- Inability to provide labor, materials and service to the equivalent
- High price
- Other

Section 2.8, Offer AMENDMENT BY AMENDMENTS TO THE and subject to bid cancellation.
Cancellation No. 2 and Amendment No. 3

1.3 Not selected due to:

- High price bid offered

1.4 Bid is recommended for award to:

Offer: Completed
P. O. DEW 74167
Off: Dagupan, Guam 96911
Tel: (671) 571 2503
Fax: (671) 513 2266
E-Mail: WSS@GSSecurity.com

1.5 Remarks:

[Signature]
Supply Management Administrator

ACKNOWLEDGMENT RECEIPT

Signature: _____

Date: _____

Total Pages Scanned : 1

Total Pages Confirmed : 1

Job: 310 Remote Station: 671649-7245

Start Time	Duration	Pages	Line	Mode	Job Type	Results
03:15:37 p.m. 09-16-2013	00:00:11	1/1	1	EC	MS	CP31200

Abbreviations:

- | | | | | |
|------------------|-------------------|-------------------|------------------------|--------------------------|
| IS: Host send | PL: Polled local | MP: Mailbox print | CP: Completed | TS: Terminated by system |
| IR: Host receive | PR: Polled remote | RP: Report | FA: Fail | G3: Group 3 |
| MS: Waiting send | MS: Mailbox save | FF: Fax Forward | TU: Terminated by user | EC: Error Correct |

GDOE 00204



GUAM DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

Mameli P.L. Guerrero / Administration Building
 2nd Floor, Suite B-202
 Hagåtña, Guam 96912
 Telephone: (671) 475-8436/8440
 Fax: (671) 472-5001



JON J.P. FERNANDEZ
 Superintendent of Education

MARCUS Y. PIDO
 Supply Management Administrator

BID STATUS

September 16, 2013

G4S Security Systems (Guam) Inc.
 1851 Army Drive
 Harmon, Guam 96913
 Tel: (671) 646-2307
 Fax: (671) 649-7245
 E-Mail: sj.kadlason@gs.g4s.com

Attn: Prudencio Miguel, Jr.
 President

Bid no.: GDOE IFB 032-2012 OPENED: Monday, September 16, 2013 @ 10:00 A.M.

Description: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL

The following is the evaluation results of subject bid: Refer to items checked below.

/ Cancelled (in its entirety), or partially cancelled due to:

- Insufficient funds
- Change of specifications
- Insufficient number of bidders

/ Rejected due to:

- Late submission of bid
- No bid deposit submitted, as required by Section 2.17 titled Bid Bond
- Bid received after the hour established by the invitation as the time by which all bids must be received.
- Not meeting the delivery requirement as stated in the invitation for Bid.
- Non-conformance with Specifications
- Inability to provide future maintenance and services to the equipment
- High price
- Others:

Section 2.8, titled ACKNOWLEDGEMENT OF AMENDMENTS TO IFB-did not submit within bid documents Clarification No. 2 and Amendment No. 2

/ Not Selected due to:

- Higher Price Bid Offered

/ Bid is recommended for award to:

Orion Construction
 P.O. BOX 24348
 GMF, Barrigada, Guam 96921
 Tel: (671) 633-2203
 Fax: (671) 633-2208
 E-Mail: pmiguel@orionguam.com

/ Remarks: _____

MARCUS Y. PIDO
 Supply Management Administrator

ACKNOWLEDGMENT RECEIPT:

Signature _____

Date _____ Time _____



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

*Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-202
Hagåtña, Guam 96910
Telephone: (671) 300-1581
Fax: (671) 472-5001*



JON L. P. FERNANDEZ
Superintendent of Education

MARCELY Y. PIDO
Supply Management Administrator

LETTER OF INTENT

September 15, 2013

Orion Construction
P.O. BOX 24348
GMF, Barrigada, Guam 96921
Tel: (671) 633-2208
Fax: (671) 633-2208
E-Mail: pmiguel@orionguam.com

Attn: Prudencio Miguel, Jr.
President

Subject: Notice of Intent of Possible Award

Reference: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE
SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL
Formal Bid: GDOE IFB 032-2013

Dear Mr. Miguel, Jr.,

As a result of the findings, please be advised that you are hereby being notified of the Guam Department of Education's intent to award.

Please be advised that this is only a notice of possible intent to award and should not be construed as an award by the Guam Department of Education, Office of Supply Management.

Please submit your Performance Guarantee Bond (GDOE Procurement Form 003) and Labor and Material Payment Bond (GDOE Procurement Form 005) on or before but no later than Thursday, September 26, 2013 by our Close of Business (C.O.B.). Our office hours/hours of operation are 8:00 a.m. to 5:00 p.m.

If you have any questions regarding this matter, kindly contact Albert G. Garcia at 300-1581 or via facsimile @ (671) 472-5001.

Please acknowledge receipt and return by facsimile.

Letter of Intent- DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL, Orias Construction GDOE IFB 032-2013

ACKNOWLEDGMENT RECEIPT:

Nina Cindy E. Hernandez

Nina Cindy E. Hernandez
Signature

Date: 09/16/2013 Time: 3:27 PM/AM

Sincerely,

Marcus V. Pido

MARCUS V. PIDO
Supply Management Administrator

Transmission Report

Date/Time
Local ID 1

09-16-2013
6714725001

03:17:27 p.m.

Transmit Header Text
Local Name 1

procurement

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"



JON J. P. FERNANDEZ
Superintendent of Education

GUAM DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT
Manuel F.L. Guerrero Administration Building
2nd Floor, Suite B-202
Hagåtña, Guam 96910
Telephone: (671) 300-1581
Fax: (671) 472-5001



MARCUS Y. FIOD
Supply Management Administrator

LETTER OF INTENT

September 16, 2013

Orion Construction
P.O. BOX 24348
GMF, Barrigada, Guam 96921
Tel: (671) 833-2203
Fax: (671) 633-2208
E-Mail: amiguot@orionguam.com

Attn: Prudencia Miguel, Jr.
President

Subject: Notice of Intent of Possible Award

Reference: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL
Formal Bid: GDOE-FB 032-2013

Dear Mr. Miguel, Jr.,

As a result of the findings, please be advised that you are hereby being notified of the Guam Department of Education's intent to award.

Please be advised that this is only a notice of possible intent to award and should not be construed as an award by the Guam Department of Education, Office of Supply Management.

Please submit your Performance Guarantee Bond (GDOE Procurement Form 003) and Labor and Material Payment Bond (GDOE Procurement Form 005) on or before but no later than **Thursday, September 26, 2013** by our Close of Business (C.O.B.). Our office hours/hours of operation are 8:00 a.m. to 5:00 p.m.

If you have any questions regarding this matter, kindly contact Albert G. Garcia at 300 1581 or via facsimile @ (671) 472 5001.

Please acknowledge receipt and return by facsimile.

Total Pages Scanned : 2

Total Pages Confirmed : 2

Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
312	6332208	03:16:14 p.m. 09-16-2013	00:00:16	2/2	1	EC	HS	CP28800

Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	CP: Completed	TS: Terminated by system
HR: Host receive	PR: Polled remote	RP: Report	FA: Fail	G3: Group 3
WS: Waiting send	MS: Mailbox save	FF: Fax Forward	TU: Terminated by user	EC: Error Correct

GDOE 00208



GUAM DEPARTMENT OF EDUCATION

OFFICE OF SUPPLY MANAGEMENT

Manuel F.L. Guerrero Administration Building

2nd Floor, Suite B-202

Hagåtña, Guam 96910

Telephone: (671) 300-1581

Fax: (671) 472-5001



JON J. P. FERNANDEZ
Superintendent of Education

MARCUS Y. PIDO
Supply Management Administrator

LETTER OF INTENT

September 16, 2013

Orion Construction
P.O. BOX 24348
GMF, Barrigada, Guam 96921
Tel: (671) 633-2203
Fax: (671) 633-2208
E-Mail: pmiguel@orionguam.com

Attn: Prudencio Miguel, Jr.
President

Subject: Notice of Intent of Possible Award

Reference: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE
SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL
Formal Bid: GDOE IFB 032-2013

Dear Mr. Miguel, Jr.,

As a result of the findings, please be advised that you are hereby being notified of the Guam Department of Education's intent to award.

Please be advised that this is only a notice of possible intent to award and should not be construed as an award by the Guam Department of Education, Office of Supply Management.

Please submit your Performance Guarantee Bond (GDOE Procurement Form 003) and Labor and Material Payment Bond (GDOE Procurement Form 005) on or before but no later than **Thursday, September 26, 2013** by our Close of Business (C.O.B.). Our office hours/hours of operation are 8:00 a.m. to 5:00 p.m.

If you have any questions regarding this matter, kindly contact Albert G. Garcia at 300-1581 or via facsimile @ (671) 472-5001.

Please acknowledge receipt and return by facsimile.

Letter of Intent- DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR
FOR SOUTHERN HIGH SCHOOL
Orion Construction
GDOE IFB 032-2013

ACKNOWLEDGMENT RECEIPT:

Signature

Date: _____ Time: _____ PM/AM

Sincerely,



MARCUS Y. PIDO
Supply Management Administrator

Exhibit F



GUAM DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT

Mannel F.J. Guerrero Administration Building
2nd Floor, Suite B-202
Hagåtña, Guam 96910
Telephone: (671) 475-0436
Fax: (671) 472-5001



JON J.P. FERNANDEZ
Superintendent of Education

MARCUS Y. PIDO
Supply Management Administrator

September 16, 2013

MEMORANDUM

To: Supply Management Administrator

From: Buyer Supervisor II

Subject: Analysis and Recommendation

Reference: DESIGN BUILD FIRE ALARM SYSTEM UPGRADE/REPLACEMENT AND FIRE SUPPRESSION/SPRINKLER SYSTEM REPAIR FOR SOUTHERN HIGH SCHOOL
Formal Bid: GDOE IFB 032-2013

Referenced bid was published in a local news print media on Friday, September 06, 2013 with an opening date of Monday, September 16, 2013 at 10:00 a.m.

Seven (7) prospective bidders acquired the bid invitation packages, however, there was a scheduled Mandatory Pre-Bid Conference held on Monday, September 09, 2013 at 1:30 p.m. with only Six (6) Bidders attending and qualifying them for the Bid Opening, namely:

1. G4S Security
2. Kinden Corporation
3. Propacific Builder
4. Orion Construction
5. EMB Electrical
6. WSM Construction

Of the six (6) qualifying prospective bidders who acquired bid invitation packages, there were only Two (2) who submitted their bids, namely:

1. G4S Security
2. Orion Construction

G4S Security submitted their bid, however, did not include their acknowledgments of Clarification No. 2 and Amendment No. 2, therefore disqualifying them for an award.

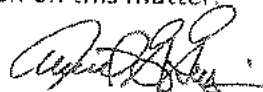
Pursuant to Section 2.8, titled **ACKNOWLEDGEMENT OF AMENDMENTS TO IFB** which states "This IFB may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Bidders must acknowledge in writing the receipt of any amendments to this IFB. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, bidders must sign the Acknowledgment Form and return the signed copy via e-mail 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.**"

Orion Construction, however did submit their required documentation as stipulated in the IFB.

After further review, it is therefore recommended to award this bid in its entirety to Orion Construction.

Recommend for award: Orion Construction
P.O. BOX 24348
GMF, Barrigada, Guam 96921
Tel: (671) 633-2203
Fax: (671) 633-2208
E-Mail: pmiguel@orionguam.com
Attn: Prudencio Miguel, Jr.
President

Your approval is therefore solicited before any action can be taken on this matter.


ALBERT G. GARCIA

✓ APPROVED

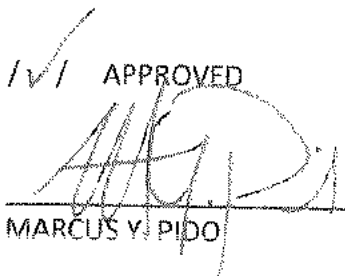

MARCUS Y. PIDO



Exhibit G

GDOE IHB 032-2013: Fire Alarm System Upgrade/Replacement and Fire Suppression/Sprinkler System

Sign In Sheet

	Company Name	Representative (Pls. Print)	Telephone Number	Fax Number	Mailing Address	E-Mail Address
1	AKS	BRUNN STOTOS	558-8764			gms@aks.com
3	KWDEN	FLMER SANDS	487-8240			gms@kwden.com
4	RUBEN	RUDY ESTE	891-4805			rudy.este@kpryan.com
5	G4S	RANDY MARTIN	646-2308			randy.martin@gms.com
6	G4S	Silas Kadiasang	646-2308			Sil.Kadiasang@gms.com
8	Phosphor Fire Bulb	RICKSON SISON	477-3109			ryc@gs.com
9						

GDOE ITH 03-2-2013: Fire Alarm System Upgrade/Replacement and Fire Suppression/Sprinkler System

Sign In Sheet

	Company Name	Representative (Pls. Print)	Telephone Number	Fax Number	Mailing Address	E-Mail Address
1	ORION CONSTR. Corp. (Lynn)	RUDY CALMINE	633-2203	633-2208	P.O. BOX 24348 G.M.F. CH 56921	adam@orioncorp.com
2	ORION CONSTR. Corp. (Lynn)	ETUIN ANCHETA	633-2203	633-2208	P.O. BOX 24348 G.M.F. CH 56921	engrs@orioncorp.com
3	EMB ELECTRICAL INC.	DAVE ALONZ	689-9828	969-9620	P.O. BOX 23603 G.M.F. CH 56921	emb@equinox.net
4	WSPM CONSTRUCTION	JUDAN MENESES	972-6139		2167-A BARNHARTS Lynn, CH 56921	meneses@wspm.com
5	WSPM CONSTRUCTION	WILLIE MENESES	488-2454	851-4870	1199 BARNHARTS Lynn, CH 56921	meneses@wspm.com
6						
7						
8						
9						



Exhibit H



G4S Security Systems (Guam) Inc.
1851 Army Drive
Harmon, GU. 96913
Tel: (671) 646-2307
Fax: (671) 649-7245
Email: info@guam.g4s.com

September 10, 2013

Mr. Garcia
GDOE
aggarcia@gdoe.net

RE: IFB No. 032-2113 Questions

Question:

1. Given the short time table for this bid, as built Drawings or Floor plans, on the entire campus layout, is essential in producing accurate estimates and designs. Can we have these drawing right away?
2. Can we extend Deadline for Questions to Thursday to allow time for site walk thru to be inclusive in questionnaire?
3. Some parts for the existing fire alarm system does not meet fire code. If some of the existing system is used for the new system, the conduit for example, are we required to alter the structure to adjust the existing Strobe and Pull stations location so that it meets code?
4. The fire alarm wires that will be removed, are we to dispose of it or give to GDOE?
5. Will GDOE and School principals approve Outside Classroom works between 8 am and 2:45 pm, and inside classroom work between 3pm and 9pm?
6. Will GDOE and School principals Allow/guarantee access to school for Fire alarm work on Saturdays, Sundays, and Holidays between 8am and 5pm?
8. Sometimes the Authority Having Jurisdiction will require additional work outside of the approved plans during their inspection, will this additional work if any constitute additional work under change order?

Sincerely

Silas Kadiasang
Project/Implementation Manager
G4S Security Systems (Guam), Inc.
Phone: 671-646-2307
Fax: 671-649-7245
E-mail: sil.kadiasang@gu.g4s.com



G4S Security Systems (Guam) Inc.
1851 Army Drive
Harmon, GU, 96913
Tel: (671) 646-2307
Fax: (671) 649-7245
Email: info@guam.g4s.com

September 11, 2013

Mr. Garcia
GDOE
aggarcia@gdoe.net

RE: IFB No. 032-2113 Additional Questions

Question:

1. Item C, under Fire alarm system on page 4 states, "Provide and install new intelligent addressable Fire alarm/Mass Notification System complete with all new appliances, conduits, wiring etc."

During the Pre-Bid Conference this past Monday, a question was asked about whether existing conduit can be used. The answer was yes.

Can existing Fire Alarm Conduit be use, and thereby saving the Government a lot of money?

Sincerely

Silas Kadiusang
Project/Implementation Manager
G4S Security Systems (Guam), Inc.
Phone: 671-646-2307
Fax: 671-649-7245
E-mail: sil.kadiusang@gu.g4s.com

Exhibit I



Albert Garcia <aggarcia@gdoe.net>

GDOE IFB 032-2013 Amendment No. 1

15 messages

Albert Garcia <aggarcia@gdoe.net>

Wed, Sep 11, 2013 at 12:06 PM

Bcc: admin@orionguam.com, engrs@orionguam.com, emb@guam.net, meneses55@gmail.com, wsmervice@gmail.com, Randy Martin <randymartin@gmail.com>, elmer.santos@kpcguam.com, Ricardo Sison <rgyc@guam.net>

Please acknowledge receipt of the attached documents and return either via fax to (671) 472-5001 or E-Mail to aggarcia@gdoe.net.

For Future reference please confirm your fax number and e-mail address. Please provide with legible print.

Office of the Director
Superintendent
Office of Supply Management Administration
Tel: (671) 300-1100
Fax: (671) 472-5001

State Country of the "Brand" The One-Love World

GDOE IFB 032-2013 AMENDMENT NO 1.pdf
72K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Wed, Sep 11, 2013 at 12:06 PM

To: aggarcia@gdoe.net

Delivery to the following recipient failed permanently:

meneses55@gmail.com

Technical details of permanent failure:

Google tried to deliver your message, but it was rejected by the server for the recipient domain gmail.com by gmail-smtp-in [google.com]. [173.194.73.26].

The error that the other server returned was.

550-5.1.1 The email account that you tried to reach does not exist. Please try

550-5.1.1 double-checking the recipient's email address for typos or

550-5.1.1 unnecessary spaces. Learn more at

550 5.1.1 <http://support.google.com/mail/answer/6596> fw17si5300072vec.66 - gsmtpt

----- Original message -----

X-Google-DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed;

d=1e100.net; s=20130820;

h=x-gm-message-state:mime-version:date:message-id:subject:from:to

:content-type;

bh=G5NAOABk/mFYtNtj3BwYQYV+edQVDE4q3ARs5zqPCuU=;

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sfJw==

X-Gm-Message-State:
ALoCoQk8wxe4ICVwcxKRffJ+tSNyKXdGn6ptCxnfKONyELoFk848QR7aqihSsZnmhQSG0w2TRpfXg
MIME-Version: 1.0
X-Received: by 10.52.100.202 with SMTP id fa10mr211792vdb.0.1378865212453;
Tue, 10 Sep 2013 19:06:52 -0700 (PDT)
Received: by 10.58.233.136 with HTTP; Tue, 10 Sep 2013 19:06:52 -0700 (PDT)
Date: Wed, 11 Sep 2013 12:06:52 +1000
Message-ID: <CAH5tn+Xtke-2qLjkZg2zZVfpXJQXPP6U4hnmh-Js9Agn:RnA@mail.gmail.com>
Subject: GDOE IFB 032-2013 Amendment No. 1
From: Albert Garcia <aggarcia@gdoe.net>
To: undisclosed-recipients;
Content-Type: multipart/mixed; boundary=20cf307f31282e8d1804e612131b
Bcc: meneses55@gmail.com

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Wed, Sep 11, 2013 at 12:06 PM

To: aggarcia@gdoe.net

Delivery to the following recipient failed permanently:

engrs@ononguam.com

Technical details of permanent failure:

Google tried to deliver your message, but it was rejected by the server for the recipient domain ononguam.com by inbound.ononguam.com [206.188.198.64].

The error that the other server returned was:

554 5.7.1 The message from (<aggarcia@gdoe.net>) with the subject of (GDOE IFB 032-2013 Amendment No. 1) matches a profile the Internet community may consider spam. Please revise your message before resending.

----- Original message -----

X-Google-DKIM-Signature: v=1; a=rsa-sha256 c=relaxed/relaxed;
d=1e100.net, s=20130820;
h=x-gm-message-state:mime-version:date:message-id:subject:from:to
:content-type;
bh=G5NAOABk/mFYtNtj3BwYQYV+edQVDE4q3ARs6zqPCuU=,
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LV6DDttfSDLKKWF53iONuVlzKxSoffQ02VsO4yUpt5vCXmnmCs5Ih9RJ/7WZFTa9nvOd
+QUwR38XFzxr42mS1AvSJnyUJmneNmdX6nRc97DgTnAAg240InsCQnuFe8hm2uHJ8+SW
rW9VAnzhfeH1jbRwXlGAskVO1q7wV5F9k+4yAr5+ymn5XuCpbVtM3/ftO06FevnOql
vNNQ==

X-Gm-Message-State:
ALoCoQmwLYc1BtfuQkwFAemwXMB5k/y78yiWjpA9fjkPMTY3yGKBi5TAghf/U2GFa8sXpTJUeAgK
MIME-Version: 1.0
X-Received: by 10.52.100.202 with SMTP id fa10mr211792vdb.0.1378865212453.
Tue, 10 Sep 2013 19:06:52 -0700 (PDT)
Received: by 10.58.233.136 with HTTP; Tue, 10 Sep 2013 19:06:52 -0700 (PDT)
Date: Wed, 11 Sep 2013 12:06:52 +1000
Message-ID: <CAH5tn+Xtke-2qLjkZg2zZVfpXJQXPP6U4hnmh-Js9Agn:RnA@mail.gmail.com>
Subject: GDOE IFB 032-2013 Amendment No. 1

From: Albert Garcia <aggarcia@gdoe.net>
To: undisclosed-recipients;
Content-Type: multipart/mixed; boundary=20cf307f31282e8d1804e612131b
Bcc: engrs@ononguam.com

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Wed, Sep 11, 2013 at 12:07 PM

To: aggarcia@gdoe.net

Delivery to the following recipient failed permanently:

admin@ononguam.com

Technical details of permanent failure:

Google tried to deliver your message, but it was rejected by the server for the recipient domain ononguam.com by inbound ononguam.com netscaler.net. [206.188.198.64].

The error that the other server returned was:

554 5.7.1 The message from (<aggarcia@gdoe.net>) with the subject of (GDOE IFB 032-2013 Amendment No. 1) matches a profile the Internet community may consider spam. Please revise your message before resending.

----- Original message -----

X-Google-DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed; d=1e100.net; s=20130820; h=x-gm-message-state:mime-version:date:message-id:subject:from:to:content-type; bh=G5NAOABk/mFYtNtj3BwYQYV+edQVDE4q3ARs5zqPCuU=; b=kYBsUj0QvDLZ8i1p0pjNUJ2u5q9DQcsLMkExDWxCZfov8P+Af+FXJclug9H8hZQYU6FaqVKH/OAYJolLQSZxsWPdNmurb5dv22i8EBPUO3K66edeTWVYEM0oxpbSRgMcEmy3Y7jWtuJG6Tu0dSTZg2nBd7/RI//P/vnxOe4bXCoH5DUD7Asi3TjXNUkq02oGDeUk+Cq4bRTfEosWCuciudc2ZKrsPB7MMXWNN30rF079riqE/R0vpGc6Wqj80FcFE6SWEAaV8V1S40xfBLREgNnsLTn21nMOFY3orCcSwGLRnNe/GgpEXbD0IfL9KsxC2nROOkbN827WPC4icMClA==

X-Gm-Message-State:

ALoCoQnBTwdTmAtWKRm/snfuQ/dbGGuHaJtDQdvWMyTts6M3t6CW0yxSNypSguF2doznsC1GEekz
MIME-Version: 1.0

X-Received: by 10.52.100.202 with SMTP id fa10mr211792vdb.0 1378865212453;

Tue, 10 Sep 2013 19:06:52 -0700 (PDT)

Received: by 10.58.233.136 with HTTP; Tue, 10 Sep 2013 19:06:52 -0700 (PDT)

Date: Wed, 11 Sep 2013 12:06:52 +1000

Message-ID: <CAH5tn+XtXe-2qLJkZg2zZVfoXJQXPP6U4nvrth+J59AonrRnA@mail.gmail.com>

Subject: GDOE IFB 032-2013 Amendment No. 1

From: Albert Garcia <aggarcia@gdoe.net>

To: undisclosed-recipients;

Content-Type: multipart/mixed; boundary=20cf307f31282e8d1804e612131b

Bcc: admin@ononguam.com;

Edwin Alon <emb@guam.net>

Thu, Sep 12, 2013 at 6:37 AM

To: Albert Garcia <aggarcia@gdoe.net>

Hi Albert!