



Jerrick Hernandez <jhernandez@guamopa.com>

In the Appeal of Johndel International, Inc. dba. JMI-Edison

Claire Pollard <cpollard@rwtguam.com>

Fri, Oct 8, 2021 at 1:42 PM

To: Jerrick Hernandez <jhernandez@guamopa.com>

Cc: "Joshua D. Walsh" <jdwalsh@rwtguam.com>, "Joseph C. Razzano" <jrazzano@rwtguam.com>

Dear Mr. Hernandez:

Please see the attached **Notice of Appeal** to be filed in the above-referenced matter. Please feel free to contact our office if you have any questions or concerns. Thank you.

--

Regards,
Claire Pollard**RAZZANO WALSH & TORRES, P.C.**

139 Murray Blvd. Ste. 100

Hagatna, Guam 96910

(T): 989-3009

(F): 989-8750

**10.8.21 Notice of Appeal.pdf**

6693K

RAZZANO WALSH & TORRES, P.C.

JOSHUA D. WALSH
JOSEPH C. RAZZANO
SUITE 100, 139 MURRAY BLVD.
HAGÁTÑA, GUAM 96910
TELEPHONE: (671) 989-3009
FACSIMILE: (671) 989-8750

Counsel for Appellant JMI-Edison

**PROCUREMENT APPEAL OF DENIAL OF PROCUREMENT PROTEST
IN THE OFFICE OF PUBLIC ACCOUNTABILITY**

PART I.

In the Appeal of

Johndel International, Inc. dba. JMI-
Edison,

Appellant.

DOCKET NO. OPA-PA-_____

NOTICE OF APPEAL

PART II: APPELLANT INFORMATION

Appellant’s Name	Johndel International, Inc. dba JMI-Edison
Appellant’s Mailing Address	130 Siket Street, Harmon Industrial Park, Tamuning, Guam 96913
Appellant’s Business Address	130 Siket Street, Harmon Industrial Park, Tamuning, Guam 96913
Appellant Representative’s Direct Email Address	ed_ilao@jmiguam.com

Appellant is represented by legal counsel in this appeal. For purposes of this appeal, please direct correspondence to Johndel International, Inc. dba JMI-Edison’s (“JMI”) counsel, Joshua D. Walsh and Joseph C. Razzano of Razzano Walsh & Torres, P.C.

Counsel’s Mailing Address	139 Murray Blvd. Ste. 100, Hagatna, Guam 96910
Counsel’s Telephone	671-989-3009
Counsel’s Facsimile	671-989-8750
Counsel’s Direct Email Address	jdwalsh@rwtguam.com

PART III: APPEAL INFORMATION

- A. Purchasing Agency: Guam International Airport Authority (“GIAA”)
- B. Solicitation Number: GIAA RFP 005-FY21 – Management & Infrastructure Support Services to GIAA’s Baggage Conveyance Systems.
- C. The Decision being appealed was provided to the Appellant on September 30, 2021, The Decision was made by the Executive Manager, John M. Quinata.
- D. This Appeal is made from the Denial of Procurement Protest on Award provided to JMI on September 30, 2021.
- E. The name of the only competing offeror known to Appellant is: Aircraft Service International, Inc, doing business as “Menzies Aviation.”

PART IV: STATEMENT OF GROUNDS FOR APPEAL

A. THE GROUNDS FOR APPEAL

1. Relevant Procedural and Factual History

GIAA issued the Request for Proposals (“RFP”) GIAA RFP 005-FY21 on July 20, 2021.¹ On August 18, 2021, two offerors, JMI and Aircraft Service International, Inc, doing business as “Menzie’s Aviation,” (“Menzie’s”) submitted proposals in response to the request. GIAA informed JMI on August 30, 2021, that it was not selected for an award under the RFP.² GIAA did not inform JMI of the identity of the intended awardee. On August 31, 2021, JMI instructed its counsel to seek, in conformance with 5 G.C.A. §§10101, *et seq.*, the procurement record for the RFP as well as the proposals submitted by all offerors to the RFP.³ No timely response to the Sunshine Act request was provided by GIAA. Given the delay in the Sunshine Act response, JMI had moved ahead and made a formal inquiry to the Guam Contractor’s Licensing Board seeking information regarding Menzie’s licensing status and ability to perform the work detailed by the RFP — information that would be contained in the record of procurement.⁴ More than two weeks after the initial information request — on September 17, 2021 — GIAA provided counsel for JMI its response to JMI’s sunshine act request. The response did not include the proposal, or parts of the

¹ The original Request for Proposals, and subsequent amendments, are attached to this Notice of Appeal as **Attachment A**.

² The August 30, 2021, notice to JMI is attached to this Notice of Appeal as **Attachment B**.

³ The Sunshine Act request is attached to this Notice of Appeal as **Attachment C**.

⁴ JMI’s correspondence to the Contractor’s Licensing Board regarding Menzie’s license status is attached to the Notice of Appeal as **Attachment D**.

proposal, submitted by Menzies.⁵ On September 17, 2021, personnel from the CLB informed JMI that neither Menzies, nor its parent, entity were licensed by the CLB.⁶ As a result of learning that Menzies was not licensed to do the job that GIAA had intended to award to Menzies under the RFP, JMI protested the issue on September 21, 2021.⁷ JMI's protest also illuminated the failings of GIAA's procurement record; GIAA needed to create the record in response to JMI's sunshine act request, and the created record was deficient in what was made part of it. On September 30, 2021, the Agency denied the protest.⁸ This appeal to the OPA followed.

2. Timeliness of Protest and Appeal.

GCA 5 §5425(a) requires that Protests must be made within 14 days of the issues leading to the protest being known by the Protester (JMI in this case). The issues documented by JMI in this protest became known to JMI on September 17, 2021, when the Guam Contractor's Licensing Board informed JMI that Menzies was not licensed. JMI raised its protest to GIAA on September 21, 2021 — four days after learning of the key grounds for the protest. This Appeal comes eight days after GIAA issued its protest decision to JMI — well within the fifteen day protest appeal period set by 5 GCA § 5425(e). Therefore, both JMI's agency level protest and subsequent

⁵ GIAA's September 17, 2021, sunshine act response cover letter is attached to this Notice of Appeal as **Attachment E**.

⁶ CLB correspondence informing JMI that Neither Menzies nor its parent entity held valid CLB licenses is attached to this Notice of appeal as **Attachment F**.

⁷ JMI's protest letter is attached to this Notice of Appeal as **Attachment G**.

⁸ The GIAA Protest Denial of September 30, 2021, is attached to this Notice of Appeal as **Attachment H**.

appeal to the OPA meet the timeliness standards required by applicable law and regulation.

3. Basis for Protest and Appeal

- a. Menzies is non-responsive to the RFP, and unable to legally perform the work it has bid on. These facts render Menzies both a non-responsive and non-responsible offeror.**

The CLB has confirmed that Menzies is unable to operate as a contractor on Guam, since that entity does not have a proper contractor's license. On Guam, a "contractor" is defined as "any person who undertakes to construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, excavation or other structure, project development or improvement or do any part thereof, including the erection of scaffolding or other structure of works in connection therewith for another person for a fee." 21 G.C.A. § 70100(b). Contractors working on Guam may not do so, or even present themselves as being able to do so, "without a license previously obtained under and in compliance with this Chapter and the rules and regulations of the Contractor's License Board (CLB)." 21 G.C.A. § 70108(a).

GIAA's RFP explicitly informs offerors that only properly licensed offerors will be considered for award. GIAA explains that it "will not consider for award any proposal submitted by an Offeror who has not complied with the Guam Licensing Law." RFP General Terms and Condition, §14, *See, also*, RFP General Terms and Condition, §11 ("It is the policy of GIAA to award proposals to Offerors duly authorized and licensed to conduct business in Guam.") GIAA's intended award to

Menzies violates the plain terms of the RFP, since Menzies is not properly licensed to do the work, it has offered to do under the RFP. *See*, RFP, Preliminary Scope of Services, §3 (explaining that a successful offeror “must show evidence that it is licensed to conduct business on Guam.”)⁹

Menzies’s lack of appropriate contractor licensing renders it non-responsive to the RFP. More, since Menzies does not have “the capability in all respects to perform fully the contract requirements, *and* the integrity and reliability which will assure good faith performance,” Menzies is a non-responsible offeror. 5 GCA § 5201(f). Menzies’ non-responsibility is further demonstrated by its inability to meet the requirement of the Draft Agreement an awardee would need to execute, that “Contractor shall be required to comply with all Federal and Guam laws and ordinances applicable to the work.” RFP Draft Agreement, Art. 11. Operating as a contractor without a contractor’s license is a violation of law applicable to the work, and Menzies’s attempt to obtain such work was improper, and should have been rejected by GIAA.

b. GIAA’s Procurement Record was not kept in accordance with the law.

On August 31, 2021, counsel for JMI requested that GIAA provide the procurement record kept for the RFP. The Response from GIAA was untimely under Guam’s Sunshine Reform Act of 1999. It was not provided until September 17, 2021, and followed GIAA’s admission transmitted to JMI on September 9, 2021, that GIAA

⁹ JMI understands that Menzies may have a business license providing for work in aviation support services. Such a license does not obviate the legal requirement that Menzies have a valid license to conduct the contracting work it has bid on.

would need additional time since there were “500 pages of documents” to review and that GIAA could not “admit the existence of public records/documents in response to [JMI’s] request.”¹⁰

Guam law mandates that “each procurement officer **shall maintain** a complete record of each procurement.” 5 GCA § 5249 (emphasis added); *Teleguam Holdings LLC v. Territory of Guam*, 2018 Guam 5, ¶ 22. The law does not provide an exhaustive list of what a complete record contains, but instead provides a non-exhaustive list of items that “the record **shall include**.” 5 GCA §5249. (emphasis added)¹¹ Put another way, GIAA was required by Guam’s procurement laws to maintain a procurement record during the RFP process, and not create one in response to a Freedom of Information/Sunshine Act request sent pursuant to 5 G.C.A. §§10101, *et seq.* The procurement record is a single record that must be kept current and contemporaneously with the ongoing procurement. GIAA’s inability to promptly provide that record to JMI for at least two weeks, and refusal to acknowledge that

¹⁰ GIAA’s correspondence of September 9, 2021, is attached to this Notice of Appeal as **Attachment I**. GIAA’s claim of the need to review 500 pages of documents is belied by its eventual submission to JMI of a procurement record that contained just 252 pages.

¹¹ The non-exhaustive list explains the record should include: “(a) the date, time, subject matter and names of participants at any meeting including government employees that is in any way related to a particular procurement; (b) a log of all communications between government employees and any member of the public, potential bidder vendor or manufacturer which is in any way related to the procurement; (c) sound recordings of all pre-bid conferences; negotiations arising from a request for proposals and discussions with vendors concerning small purchase procurement; (d) brochures and submittals of potential vendors, manufacturers or contractors, and all drafts, signed and dated by the draftsman, and other papers or materials used in the development of specifications; and (e) the requesting agency’s determination of need.”

the record existed at the time of the JMI Sunshine Act request, demonstrates that the record was not kept as mandated by law, and instead created after the fact. More, the record provided to JMI remains incomplete and does not contain many of the documents required to be kept in accordance with 5 GCA §5249.

B. RULING REQUESTED

JMI respectfully requests that the Office of Public Accountability Order the following:

- (1) That GIAA must disqualify Menzies from eligibility for Award under this RFP, as Menzies's does not have a valid contractor's license and as such, its proposal was non-responsive to the RFP;
- (2) That GIAA must disqualify Menzies from eligibility for Award under this RFP, as Menzies could not have legally and responsibly performed the work detailed under the RFP.
- (3) That GIAA award GIAA RFP 005-FY21, to JMI as the only responsible and responsive bidder to the RFP.

C. SUPPORTING EXHIBITS, EVIDENCE OR DOCUMENTS

Submitted with this appeal are the following supporting exhibits, evidence, and documents:

- (1) The original Request for Proposals, and subsequent amendments, is attached as **Attachment A**.
- (2) The August 30, 2021, Notice to JMI is attached as **Attachment B**.
- (3) The Sunshine Act request is attached as **Attachment C**.
- (4) JMI's correspondence to the Contractor's Licensing Board regarding

Menzies's license status is attached as **Attachment D**.

- (5) GIAA's September 17, 2021, sunshine act response cover letter, is attached as **Attachment E**.
- (6) CLB correspondence informing JMI that Neither Menzies nor its parent entity held valid CLB licenses is attached as **Attachment F**.
- (7) JMI's protest letter is attached as **Attachment G**.
- (8) The GIAA Protest Denial of September 30, 2021, is attached to this Notice of Appeal as **Attachment H**.
- (9) GIAA's correspondence of September 9, 2021, is attached to this Notice of Appeal as **Attachment I**.

**PART V: DECLARATION RE COURT ACTION AND RELATED
PROCUREMENT APPEAL**

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

Respectfully submitted this 8th day of October, 2021.

RAZZANO WALSH & TORRES, P.C.

By: _____



JOSHUA D. WALSH
JOSEPH C. RAZZANO
Attorneys for Appellant
JMI-Edison

EXHIBIT A



EMAIL: official@guamairport.net

REQUEST FOR PROPOSALS

RFP NO. RFP-005-FY21

MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS

ADDENDUM A

August 3, 2021

Please acknowledge receipt of this Addendum "A" (7) pages, and return to Mr. Henry M. Cruz, the Single Point of Contact for this RFP, via email at giaarfp521@guamairport.net.

Name of Prospective Offeror: _____

Authorized Signature: _____

Print Name: _____

Date: _____

This Addendum, including all attachments, shall form a part of the RFP Documents. Failure by the Prospective Offeror to acknowledge receipt of this Addendum in its Proposal may be grounds for disqualification of the proposal.

NOTICE TO PROSPECTIVE OFFERORS: The RFP Documents for this RFP are hereby amended as follows:

A. RFP DOCUMENTS

- 1. Replace the BASIC INFORMATION with the updated BASIC INFORMATION attached as *Attachment A1* (5 pages).

B. RFIs AND RESPONSES

RFI No.	RESPONSES:
1)	In reference to Basic Information, Section 6 - Form of Submittal (page 2 of 5). Please can you clarify if proposals submitted via email still require images of "one (1) original (stamped original), five (5) copies and one (1) electronic file



	<p>(.pdf format)" as separate files (7 in total) or can the submission be one single pdf format file.</p> <p>RESPONSE: Proposals received via email will receive confirmation of receipt in lieu of stamped original and proposals shall be submitted as one (1) attachment in .pdf format. Please refer to <i>Attachment A1 – BASIC INFORMATION, (UPDATED)</i>; changes highlighted in red.</p>
2)	<p>We would like to respectfully ask that the Proposal Submission Deadline be extended up to August 23, 2021 to give us more time to contact and negotiate with the manufacturer who is currently experiencing work overloads due to backlogs brought about by COVID-19 related restrictions in the past few months.</p> <p>RESPONSE: GIAA maintains its current Proposal Submission Deadline. Refer to SCHEDULE OF EVENTS.</p>

Attachments:

- ATTACHMENT A1: BASIC INFORMATION (UPDATED) (5 PAGES)

END OF ADDENDUM A (August 3, 2021)

Approved by:



JOHN M. QUINATA
EXECUTIVE MANAGER



ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**RFP NO. RFP-005-FY21****MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS****BASIC INFORMATION****1. Services Required**

In accordance with the Guam Procurement Laws and Regulations, the Antonio B. Won Pat International Airport Authority, Guam ("GIAA"), a public corporation and autonomous instrumentality of the Government of Guam, is soliciting proposals from qualified professional firms and/or individuals to develop, implement, and provide management and infrastructure support services to GIAA's baggage conveyance systems.

2. Description of the Work Involved

The Preliminary Scope of Services, which describes the work to be accomplished, is contained herein as Attachment 1. Upon final selection of the best qualified Offeror, the Preliminary Scope of Services may be modified and refined during contract negotiations.

3. Time and Duration of the Work Involved

It is anticipated that the selected Contractor(s) will commence providing services as soon as practicable. The term of the agreement shall be for three (3) years with two (2) one (1)-year options to extend at the sole discretion of GIAA, not to exceed a total of five (5) years and subject to the availability of funding. GIAA is not obligated to renew the agreement and does not have to give reasons if GIAA elects not to renew.

4. Type of Contract

A professional services agreement will be consummated between the awardee and GIAA in the form of Attachment 2. Offerors must show evidence of their license authorizing the Offeror to provide the solicited services in Guam at the time of contract signing. Time is of the essence in performing these services. Inordinate delays, as determined by GIAA, in obtaining its Guam license by the time of contract signing may result in the selected Offeror being determined non-responsive. The Executive Manager or designee may then enter into negotiations with the next most qualified Offeror.

The agreement will provide that the contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefor. The agreement further provides that, in the event that funds are not available

for any succeeding fiscal period, the remainder of the agreement shall be cancelled; however, this does not affect GIAA's or Contractor's rights under any termination clause in the agreement. In the event of cancellation, Contractor shall be reimbursed the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services performed under the agreement. GIAA must notify Contractor on a timely basis that the funds are, or are not, available for the continuation of the agreement for each succeeding fiscal period.

5. Submittal Date

In light of the COVID-19 public health emergency and the related Executive Orders issued by the Governor of Guam, GIAA will only be accepting proposals via (1) hand delivery to the Administration Office, A.B. Won Pat International Airport Authority, Guam, 3rd Floor, 355 Chalan Pasaheru, Tamuning, Guam, or (2) email to giaarfp521@guamairport.net. All proposals must be received by GIAA, whether by hand delivery or email, no later than the Proposal Submission Deadline set forth in the SCHEDULE of EVENTS. **GIAA will not be accepting delivery of proposals by mail via U.S. Postal Service.**

- A. Hand Delivery. Proposals submitted via hand delivery shall be delivered to GIAA's Administration Office no earlier than Monday, August 9, 2021, and no later than the Proposal Submission Deadline set forth in the SCHEDULE OF EVENTS. The GIAA Administration Office will be open to receive proposals as follows:
- B. E-mail. Proposals shall be submitted as one (1) attachment via e-mail to giaarfp521@guamairport.net in .pdf format no earlier than Monday, August 9, 2021, and no later than Wednesday, August 11, 2021, 4 p.m. GIAA will confirm receipt of the proposal by return email.

Monday, August 9, 2021, 8 a.m. to 5 p.m.;
Tuesday, August 10, 2021, 8 a.m. to 5 p.m.;
Wednesday, August 11, 2021, 8 a.m. to 4 p.m.

6. Form of Submittal

All proposals must be submitted in writing. Offerors must provide one (1) original (stamped original), five (5) copies and one (1) electronic file (.pdf format) of the proposal on USB by the submission deadline. Proposals should be submitted in a sealed package to the address below no later than the submission deadline. The outside of the sealed package must clearly state the name and address of the Offeror and the RFP No. and name.

Deliver proposals to:

By Hand Delivery:

A.B. Won Pat International
Airport Authority, Guam
Administration Office, 3rd Floor
355 Chalan Pasaheru
Tamuning, Guam 96913
Attention: Executive Manager

By E-Mail:

giaarfp521@guamairport.net

7. Contents of the Proposal

At a minimum, the proposal shall contain:

- A. A transmittal letter prepared on the Offeror's business stationary setting forth a brief summary of the Offeror's proposal and the name and contact information of the Offeror's point of contract for this procurement. The letter must be signed by an individual who is authorized to bind the Offeror to all statements in the proposal; and
- B. The name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract; and
- C. The age of the Offeror's business and the average number of employees the past year and;
- D. The current workload of the Offeror; and
- E. The abilities, qualifications, experience and the role of the key persons that would be assigned to perform the services contained in Attachment 1; and
- F. A list of other contracts under which services similar in scope, size, and discipline as the required services that the Offeror substantially performed or accomplished as the Prime and/or Principal Contractor within a period of the last five years, including the names and telephone numbers of clients. The contracts described should only contain those services described in Attachment 1; and
- G. A discussion of the program (plan) that the Offeror will undertake to accomplish the objectives of the services described in Attachment 1, including who will be the main point(s) of contact; and
- H. A statement that the Offeror has established and implemented an Affirmative Action Plan; and

- I. The anticipated involvement expressed by percentage and the nature of involvement of the work contained in Attachment 1 that will be conducted by sub-Contractors or associations; and
- J. A statement of agreement with all the terms of the RFP and any addenda.

All timely proposals submitted in response to the RFP become the property of GIAA and will not be returned.

8. Selection of Best Qualified Offeror and Proposal

- A. Evaluation and Ranking.** After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all timely proposals received under this solicitation. Discussion may be held with Offeror(s), via interviews or other means, to assist the Evaluation Committee with their evaluation of the proposals, if deemed necessary. Each proposal shall be evaluated according to the criteria as reflected herein and shall be ranked accordingly.

The ranking of the proposals will be based on the averaging of the rankings awarded to the proposals by each committee member.

The evaluation scores will be tallied and a "Short Listing" may be established based on the ranking results of the evaluation scores. GIAA reserves the right to short-list to a maximum of five (5) qualified Offerors.

- B. Selection and Award.** The Executive Manager will review the ranking results of the Evaluation Committee. The selection of the best qualified responsible, responsive Offeror(s) will be based on the ranking of the Offerors, which will be presented to the GIAA Board of Directors for approval. The highest ranked Offeror will enter into negotiations with GIAA. If contract terms can be successfully negotiated and an agreement can be reached as to a reasonable fee, the agreement will be finalized for execution by both parties.

If GIAA is unable to negotiate a contract with the highest ranked Offeror, the Executive Manager or designee, may enter into negotiations with the next most qualified Offeror, cancel or terminate the RFP in its entirety, or re-solicit for offers at a later date in accordance with applicable law.

9. Evaluation Criteria

The following factors and their relative importance that will be used in the evaluation of proposals are:

	<u>Evaluation Criteria</u>	<u>Points</u>
1.	The ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and qualifications and abilities of key personnel proposed to be assigned to perform the services	30 points
2.	The plan for performing the required services	20 points
3.	The firm/individual's reputation for personal and professional integrity and competence	20 points
4.	The record of past performance of similar work	10 points
5.	The firm/individual's understanding of the project's potential problems and the sponsor's special concerns	10 points
6.	The degree of interest in understanding the project	10 points
	Total	100 points

10. Fee Proposals

Offerors shall not submit any cost or pricing data with their proposal. Fee proposals shall be submitted at a time and in a format as determined by GIAA.

***** END OF BASIC INFORMATION*****



Email: official@guamairport.net

REQUEST FOR PROPOSALS

RFP NO. RFP-005-FY21

**MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS**

ADDENDUM B

August 10, 2021

Please acknowledge receipt of this Addendum "B" (2) pages, and return to Mr. Henry M. Cruz, the Single Point of Contact for this RFP, via email at giaarfp521@guamairport.net.

Name of Prospective Offeror: _____

Authorized Signature: _____

Print Name: _____

Date: _____

This Addendum, including all attachments, shall form a part of the RFP Documents. Failure by the Prospective Offeror to acknowledge receipt of this Addendum in its Proposal may be grounds for disqualification of the proposal.

NOTICE TO PROSPECTIVE OFFERORS: The RFP Documents for this RFP are hereby amended as follows:

A. RFP DOCUMENTS

1. Replace the SCHEDULE OF EVENTS with the updated SCHEDULE OF EVENTS attached as *Attachment B1* (1 page) with changes highlighted in red.

Attachments:

- ATTACHMENT B1: SCHEDULE OF EVENTS (UPDATED) (1 PAGE)

END OF ADDENDUM A (August 10, 2021)

Approved by:

JOHN M. QUINATA
EXECUTIVE MANAGER



SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE (all times are ChST)</u>	<u>LOCATION</u>
RFP Issue Date	Tuesday, July 20, 2021	GIAA Administration Office, GIAA Main Terminal, 3rd Floor www.guamairport.com
Deadline for Receipt of Written Questions	Wednesday, July 28, 2021, 5 p.m.	Single Point of Contact
Proposal Submission Deadline	<p align="center">VIA Hand Delivery - Beginning Monday, August 16, 2021 at 8 a.m., but no later than Wednesday, August 18, 2021, 4 p.m.</p> <p align="center">VIA E-Mail – no later than Wednesday, August 18, 2021, 4 p.m.</p>	<p align="center">VIA Hand Delivery to GIAA Administration Office, Main Terminal, 3rd Floor</p> <p align="center">Monday, August 16, 2021, 8 a.m. to 5 p.m. ; Tuesday, August 17, 2021, 8 a.m. to 4 p.m. ; Wednesday, August 18, 2021, 8 a.m. to 4 p.m.</p> <p align="center">OR</p> <p align="center">VIA E-Mail to giaarfp521@guamairport.net</p> <p align="center">no later than Wednesday, August 18, 2021, 4 p.m.</p>

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

REQUEST FOR PROPOSALS
RFP NO. RFP-005-FY21

MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS

P.O. BOX 8770
TAMUNING, GUAM 96931

JOHN M. QUINATA
EXECUTIVE MANAGER

Date of Issue: July 20, 2021

ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

RFP NO. RFP-005-FY21

**MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS**

TABLE OF CONTENTS

- A. REQUEST FOR PROPOSALS ("RFP") DOCUMENTS**
- RFP Announcement
 - Schedule of Events
 - Basic Information
 - General Terms and Conditions
- B. REQUIRED FORMS FOR PROPOSAL SUBMITTAL**
- Special Reminder to Prospective Offerors
 - Affidavit Disclosing Ownership and Commissions
 - Affidavit Regarding Non-Collusion
 - Affidavit Regarding No Gratuities or Kickbacks
 - Affidavit Regarding Contingent Fees
 - Affidavit Regarding Ethical Standards
 - Declaration RE Compliance with U.S. DOL Wage Determination
 - Title VI Solicitation Notice
 - Title VI Clauses for Compliance with Nondiscrimination Requirements
 - Title VI List of Pertinent Nondiscrimination Authorities
 - Acknowledgement of Receipt Form
- C. ATTACHMENTS**
- Attachment No. 1: Preliminary Scope of Services
 - Attachment No. 2: As-Built Drawings
 - Attachment No. 3: Baggage Conveyance System Fire Protections System Plan w/ Drawings
 - Attachment No. 4: Draft Agreement

A.) REQUEST FOR PROPOSALS (RFP) DOCUMENTS



Email: official@guamairport.net

**REQUEST FOR PROPOSALS
RFP NO. RFP-005-FY21**

**MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS**

The Antonio B. Won Pat International Airport Authority, Guam (GIAA), a public corporation and autonomous instrumentality of the Government of Guam, is soliciting proposals from qualified firms and/or individuals to provide professional management and infrastructure support services to GIAA's baggage conveyance systems.

The complete RFP packet is available for public inspection at the GIAA Administration Office. However, in light of the COVID-19 public health emergency and the related Executive Orders issued by the Governor of Guam, public inspection of the RFP is by appointment only. Persons desiring to inspect the RFP or obtain an electronic file on a USB flash drive shall submit a request to the single point of contact. A non-refundable payment of Ten Dollars (\$10.00) in cash, or certified check, or cashier's check is required for an electronic file. The RFP can also be emailed upon request to the email address below and is available for download from GIAA's website at www.guamairport.com. All prospective offerors must register by submitting to GIAA the Acknowledgment of Receipt Form included as part of this RFP. GIAA shall not be liable for failure to provide notice(s) or addenda to any prospective offeror who does not submit an Acknowledgement of Receipt Form.

Deadline for submission of all proposals is Wednesday, August 11, 2021, 4 p.m. (Chamorro Standard Time (ChST)). All proposals must be submitted to the attention of the Executive Manager.

GIAA shall have the right to reject, in whole or in part, proposals or offers which have been submitted in response to this RFP, pursuant to 2 GAR Div. 4, § 3115(e)(2), and/or cancel this RFP if it is determined to be in the best interest of GIAA and/or for whatever reason as allowed by the Guam Procurement Law or Regulations.

For additional information, **Offerors shall not communicate with any GIAA staff, Board Members or officials regarding this procurement**, except for Mr. Henry M. Cruz, the Single Point of Contact for this procurement, via email at giarpf521@guamairport.net.



JOHN M. QUINATA
EXECUTIVE MANAGER
JULY 20, 2021



SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE (all times are ChST)</u>	<u>LOCATION</u>
RFP Issue Date	Tuesday, July 20, 2021	GIAA Administration Office, GIAA Main Terminal, 3rd Floor www.guamairport.com
Deadline for Receipt of Written Questions	Wednesday, July 28, 2021, 5 p.m.	Single Point of Contact
Proposal Submission Deadline	VIA Hand Delivery - Beginning Monday, August 9, 2021 at 8 a.m., but no later than Wednesday, August 11, 2021, 4 p.m. <u>VIA E-Mail – no later than Wednesday, August 11, 2021, 4 p.m.</u>	VIA Hand Delivery to GIAA Administration Office, Main Terminal, 3rd Floor Monday, August 9, 2021, 8 a.m. to 5 p.m.; Tuesday, August 10, 2021, 8 a.m. to 5 p.m.; Wednesday, August 11, 2021, 8 a.m. to 4 p.m. OR VIA E-Mail to giaarfp521@guamairport.net no later than Wednesday, August 11, 2021, 4 p.m.

ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

RFP NO. RFP-005-FY21

**MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS**

BASIC INFORMATION

1. Services Required

In accordance with the Guam Procurement Laws and Regulations, the Antonio B. Won Pat International Airport Authority, Guam ("GIAA"), a public corporation and autonomous instrumentality of the Government of Guam, is soliciting proposals from qualified professional firms and/or individuals to develop, implement, and provide management and infrastructure support services to GIAA's baggage conveyance systems.

2. Description of the Work Involved

The Preliminary Scope of Services, which describes the work to be accomplished, is contained herein as Attachment 1. Upon final selection of the best qualified Offeror, the Preliminary Scope of Services may be modified and refined during contract negotiations.

3. Time and Duration of the Work Involved

It is anticipated that the selected Contractor(s) will commence providing services as soon as practicable. The term of the agreement shall be for three (3) years with two (2) one (1)-year options to extend at the sole discretion of GIAA, not to exceed a total of five (5) years and subject to the availability of funding. GIAA is not obligated to renew the agreement and does not have to give reasons if GIAA elects not to renew.

4. Type of Contract

A professional services agreement will be consummated between the awardee and GIAA in the form of Attachment 2. Offerors must show evidence of their license authorizing the Offeror to provide the solicited services in Guam at the time of contract signing. Time is of the essence in performing these services. Inordinate delays, as determined by GIAA, in obtaining its Guam license by the time of contract signing may result in the selected Offeror being determined non-responsive. The Executive Manager or designee may then enter into negotiations with the next most qualified Offeror.

The agreement will provide that the contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefor. The agreement further provides that, in the event that funds are not available

for any succeeding fiscal period, the remainder of the agreement shall be cancelled; however, this does not affect GIAA's or Contractor's rights under any termination clause in the agreement. In the event of cancellation, Contractor shall be reimbursed the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services performed under the agreement. GIAA must notify Contractor on a timely basis that the funds are, or are not, available for the continuation of the agreement for each succeeding fiscal period.

5. Submittal Date

In light of the COVID-19 public health emergency and the related Executive Orders issued by the Governor of Guam, GIAA will only be accepting proposals via (1) hand delivery to the Administration Office, A.B. Won Pat International Airport Authority, Guam, 3rd Floor, 355 Chalan Pasaheru, Tamuning, Guam, or (2) email to giaarfp521@guamairport.net. All proposals must be received by GIAA, whether by hand delivery or email, no later than the Proposal Submission Deadline set forth in the SCHEDULE of EVENTS. **GIAA will not be accepting delivery of proposals by mail via U.S. Postal Service.**

A. Hand Delivery. Proposals submitted via hand delivery shall be delivered to GIAA's Administration Office no earlier than Monday, August 9, 2021, and no later than the Proposal Submission Deadline set forth in the SCHEDULE OF EVENTS. The GIAA Administration Office will be open to receive proposals as follows:

B. E-mail. Proposals may be submitted via e-mail to giaarfp521@guamairport.net no earlier than Monday, August 9, 2021, and no later than Wednesday, August 11, 2021, 4 p.m.

Monday, August 9, 2021, 8 a.m. to 5 p.m.;
Tuesday, August 10, 2021, 8 a.m. to 5 p.m.;
Wednesday, August 11, 2021, 8 a.m. to 4 p.m.

6. Form of Submittal

All proposals must be submitted in writing. Offerors must provide one (1) original (stamped original), five (5) copies and one (1) electronic file (.pdf format) of the proposal on compact disc by the submission deadline. Proposals should be submitted in a sealed package to the address below no later than the submission deadline. The outside of the sealed package must clearly state the name and address of the Offeror and the RFP No. and name.

Deliver proposals to:

By Hand Delivery:

A.B. Won Pat International
Airport Authority, Guam
Administration Office, 3rd Floor
355 Chalan Pasaheru
Tamuning, Guam
Attention: Executive Manager

By E-Mail:

giaarfp521@guamairport.net

7. Contents of the Proposal

At a minimum, the proposal shall contain:

- A. A transmittal letter prepared on the Offeror's business stationary setting forth a brief summary of the Offeror's proposal and the name and contact information of the Offeror's point of contract for this procurement. The letter must be signed by an individual who is authorized to bind the Offeror to all statements in the proposal; and
- B. The name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract; and
- C. The age of the Offeror's business and the average number of employees the past year and;
- D. The current workload of the Offeror; and
- E. The abilities, qualifications, experience and the role of the key persons that would be assigned to perform the services contained in Attachment 1; and
- F. A list of other contracts under which services similar in scope, size, and discipline as the required services that the Offeror substantially performed or accomplished as the Prime and/or Principal Contractor within a period of the last five years, including the names and telephone numbers of clients. The contracts described should only contain those services described in Attachment 1; and
- G. A discussion of the program (plan) that the Offeror will undertake to accomplish the objectives of the services described in Attachment 1, including who will be the main point(s) of contact; and
- H. A statement that the Offeror has established and implemented an Affirmative Action Plan; and

- I. The anticipated involvement expressed by percentage and the nature of involvement of the work contained in Attachment 1 that will be conducted by sub-Contractors or associations; and
- J. A statement of agreement with all the terms of the RFP and any addenda.

All timely proposals submitted in response to the RFP become the property of GIAA and will not be returned.

8. Selection of Best Qualified Offeror and Proposal

- A. Evaluation and Ranking.** After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all timely proposals received under this solicitation. Discussion may be held with Offeror(s), via interviews or other means, to assist the Evaluation Committee with their evaluation of the proposals, if deemed necessary. Each proposal shall be evaluated according to the criteria as reflected herein and shall be ranked accordingly.

The ranking of the proposals will be based on the averaging of the rankings awarded to the proposals by each committee member.

The evaluation scores will be tallied and a "Short Listing" may be established based on the ranking results of the evaluation scores. GIAA reserves the right to short-list to a maximum of five (5) qualified Offerors.

- B. Selection and Award.** The Executive Manager will review the ranking results of the Evaluation Committee. The selection of the best qualified responsible, responsive Offeror(s) will be based on the ranking of the Offerors, which will be presented to the GIAA Board of Directors for approval. The highest ranked Offeror will enter into negotiations with GIAA. If contract terms can be successfully negotiated and an agreement can be reached as to a reasonable fee, the agreement will be finalized for execution by both parties.

If GIAA is unable to negotiate a contract with the highest ranked Offeror, the Executive Manager or designee, may enter into negotiations with the next most qualified Offeror, cancel or terminate the RFP in its entirety, or re-solicit for offers at a later date in accordance with applicable law.

9. Evaluation Criteria

The following factors and their relative importance that will be used in the evaluation of proposals are:

	<u>Evaluation Criteria</u>	<u>Points</u>
1.	The ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and qualifications and abilities of key personnel proposed to be assigned to perform the services	30 points
2.	The plan for performing the required services	20 points
3.	The firm/individual's reputation for personal and professional integrity and competence	20 points
4.	The record of past performance of similar work	10 points
5.	The firm/individual's understanding of the project's potential problems and the sponsor's special concerns	10 points
6.	The degree of interest in understanding the project	10 points
	Total	100 points

10. Fee Proposals

Offerors shall not submit any cost or pricing data with their proposal. Fee proposals shall be submitted at a time and in a format as determined by GIAA.

***** END OF BASIC INFORMATION*****

ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

RFP NO. RFP-005-FY21

**MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS**

GENERAL TERMS AND CONDITIONS

1. AUTHORITY

This Request for Proposals ("RFP") is issued subject to all the provisions of the Guam Procurement Law (5 GCA Chapter 5) and the Guam Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

2. SINGLE POINT OF CONTACT

From the date this RFP is issued until final award, **Offerors shall not communicate with any GIAA employees or Board Members regarding this procurement**, except for Mr. Henry M. Cruz, the Single Point of Contact for this procurement. Any unauthorized contact may disqualify the Offeror from further consideration. All inquiries shall be submitted in writing to:

Mr. Henry M. Cruz
A.B. Won Pat International Airport Authority, Guam
P.O. Box 8770
Tamuning, Guam 96931
Email: giaarfp521@guamairport.net

3. PROPOSALS

Offerors are required to read each and every page of the RFP and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out and signed in ink or typewritten. Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alternations or items not called for in the RFP, or irregularities of any kind may be rejected by GIAA.

4. RECEIPT AND OPENING OF PROPOSALS

Envelopes containing proposals shall be sealed and marked on the face with the name and address of the Offeror, the description of the services being solicited and the time and date

of submission. Proposals shall be hand carried, received and time-stamped at the place indicated in the RFP documents on or before the indicated submission deadline. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.

5. GIAA'S RIGHTS RESERVED

While GIAA has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GIAA to award and execute a contract. Upon a determination such actions would be in its best interest, GIAA, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the Offeror in accordance with applicable regulations;
- Not award if it is in the best interest of GIAA not to proceed with contract execution;
or
- If awarded, terminate any contract if GIAA determines adequate funds are not available.

6. LATE PROPOSALS

Late proposals will not be accepted.

7. LIABILITY FOR COST TO THE PROPOSAL

GIAA shall not be liable for any costs incurred by the Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives any claims against GIAA for any expenses incurred in proposal preparation. Submitted proposals become the property of GIAA.

8. RIGHT TO AMEND OR CANCEL

GIAA reserves the right, to amend, supplement or cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response, when this action serves the best interest of GIAA as provided in the Guam Procurement Regulations.

9. EXPLANATION TO OFFERORS

No oral explanation regarding this RFP will be made and no oral instructions will be given before award. Discrepancies, omissions, or doubts as to the meaning of any part of this RFP

should be communicated in writing to the Single Point of Contact within the time frame allocated for the submission of questions. Offerors should act promptly and allow sufficient time for a reply to reach them in the form of an amendment to the RFP, which will be forwarded to all prospective Offerors and its receipt by the Offeror should be acknowledged in the proposal.

10. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request received from Offeror(s) prior to the submission deadline. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been submitted.

11. METHOD OF AWARD

GIAA reserves the right to waive any informalities or irregularities in proposals received when such waiver is in the best interest of GIAA. GIAA shall have the right to award, amend, or reject proposals in whole or in part. It is the policy of GIAA to award proposals to Offerors duly authorized and licensed to conduct business in Guam.

12. PAYMENT

Payment shall be made using a method mutually agreed upon by GIAA and the successful Offeror.

13. TAXES

Specific information on taxes may be obtained from the Director of the Department of Revenue and Taxation. The awardee will be responsible for payment of all applicable taxes.

14. LICENSING

Offerors are cautioned that GIAA will not consider for award any proposal submitted by a Offeror who has not complied with the Guam Licensing Law. Offerors shall, at their own expense, procure all permits, certificates and licenses and shall give all notices and necessary reports required by law for the execution of the work. Specific information on licenses may be obtained from the Director of the Department of Revenue and Taxation.

15. AFFIDAVITS AND ASSURANCES

Each Offeror is required to submit the affidavits and assurances attached relating to the following matters. Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Disclosure of Major Shareholders per 5 GCA § 5233. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the government of Guam, shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amount of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.
- Certification of Independent Price Determination per 2 GAR § 3126. By submitting a proposal, the Offeror certifies that the proposal submitted was independently arrived at without collusion.
- Representation Regarding Gratuities and Kickbacks per 5 GCA § 5630 and 2 GAR § 11107(4)(e). The Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in § 11107 of the Guam Procurement Regulations.
- Prohibition against Contingent Fees per 2 GAR § 11108. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- Representation regarding Ethical Standards per 2 GAR § 11103. The Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth 5 GCA Chapter 5 Article 11, (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- Wage Determination per 5 GCA § 5801. 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.

- **Benefits Determination per 5 GCA § 5802.** In addition to the Wage Determination detailed in 5 GCA Chapter 5, Article 13, any contract to which 5 GCA Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 GCA Chapter 5, Article 13, 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.
- **Compliance with Public Law 28-98: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.**

The final contract between GIAA and the awardee 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.

16. PROHIBITION ON MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals from a single Offeror will not be accepted.

17. ASSIGNMENT

Assignment of the contract is subject to prior approval by GIAA.

18. DETERMINATION OF RESPONSIBILITY OF OFFEROR

GIAA reserves the right to request from Offerors information necessary to determine whether or not they are responsible and to determine the responsibility in accordance with Section 3116(2) of the Guam Procurement Regulations.

19. LAW TO BE OBSERVED

Offerors are to be familiar with federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work. No misunderstanding or ignorance on the part of the Offeror will in any way serve to modify any provisions of the resulting contract.

20. STATUS OF CONTRACTOR

The awardee (and its officers, agents, servants and employees) shall be an independent Contractor performing professional services for GIAA.

21. INSURANCE

The awardee shall procure and maintain at its own expense such insurance necessary to comply with the insurance requirements set forth in the draft contract included as part of this RFP.

22. CONFIDENTIAL OR PROPRIETARY INFORMATION

Offeror(s) may identify trade secrets and other proprietary data contained in their proposals. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, GIAA shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, GIAA shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

23. SECURITY COMPLIANCE

Proposed awardee shall comply with and conform its performance of the work to GIAA's Airport Security Program, Security Directives and Emergency Amendments and FAA regulations and all other applicable rules, regulations or laws relating to airport security (collectively, "Security Requirements"). Proposed awardee shall require all persons, including without limitation its subcontractors, agents, employees, or invitees, entering the Antonio B. Won Pat International Airport, including without limitation, surrounding facilities, parking lots, and runways, (collectively the "Airport Premises") to comply with the Security Requirements and the Airport Rules and Regulations. Proposed awardee agrees

to pay, indemnify and save GIAA harmless from and against any and all fines and penalties imposed or assessed on GIAA and/or proposed awardee for any breach of the Security Requirements by proposed awardee, its subcontractors, agents, employees, or invitees, whether intentional, non-intentional, or through negligence occurring on the Airport Premises during the term, or any extended term, of the contract. Proposed awardee further agrees to rectify any security deficiency or other deficiency as may be determined as such by GIAA or the United States Department of Transportation, Federal Aviation Commission, the Transportation Security Administration, or any other federal agency. In the event proposed awardee fails to remedy any such deficiency, GIAA may do so at the cost and expense of proposed awardee. GIAA reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

24. BADGES AND PASSES

All awardee employees shall obtain the required secure identification display area ("SIDA") badges and vehicle passes. All applicants for a SIDA badge must complete security training and must pass criminal and other background investigations. Offerors are advised that GIAA may, at its discretion, change security regulations and requirements from time to time and the awardee shall comply with all such regulations and requirements. The awardee shall, prior to the start of the contract, submit to GIAA an estimate of the number of personnel expected to have badges and passes. Each employee shall wear the government issued badge over the front of the outer clothing. When an employee leaves the awardee's employment, it is the responsibility of the awardee to surrender the badge and pass. All issued badges must be surrendered at the termination of the contract.

25. OPERATION OF VEHICLES ON THE AOA

All operations on the AOA shall be in accordance with GIAA's AOA Driving Directives and all applicable laws, rules and regulations. Before the awardee shall permit any employee of the awardee or any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by a GIAA approved escort), the awardee shall ensure that all such vehicle operators possess current, valid, and appropriate Guam driver's licenses. In addition, any motor vehicles and equipment of the awardee or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by GIAA, which identification must be displayed as required by GIAA.

The awardee agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The awardee further agrees on behalf of itself, its agents, employees and its subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to GIAA. The awardee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the

Airport. For this reason, the awardee agrees that persons not executing such consent-to-search/inspection form shall not be employed by the awardee or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the awardee or by any subcontractors.

Required AIP Provisions

27. TITLE VI SOLICITATION NOTICE

GIAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

28. CIVIL RIGHTS – GENERAL

Offeror agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Offeror and sub-tier Offeror from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

*****END OF GENERAL TERMS AND CONDITIONS*****

B.) REQUIRED FORMS FOR PROPOSAL SUBMITTAL

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Offerors are reminded to read the entire RFP to ascertain that all of the requirements of the RFP are submitted in duplicate in a sealed envelope on or before the RFP Submission Deadline set forth in the Schedule of Events.

Offeror's proposal submission must include all of the following items/documents organized and tabulated in the following order:

	Included in Proposal [✓]	Form/Document
1.		<u>Special Reminder to Prospective Offerors.</u> This Special Reminder to Prospective Offerors must be signed and returned in the envelope containing the proposal. Failure to comply with the above requirements may result in disqualification and rejection of the proposal.
2.		<u>Proposal.</u> All information requested in Section 7 of Basic Information and elsewhere in this RFP.
3.		<u>Acknowledgement of Receipt Form for receipt of RFP.</u> This form must be completed, signed and submitted in the proposal envelope together with the proposal.
4.		<u>Acknowledgement of Receipt Form for all issued Addenda for this RFP.</u> This form(s) must be completed, signed and submitted in the proposal envelope together with the proposal.
5.		<u>Affidavit Disclosing Ownership and Commissions.</u> a. As a condition of the RFP, any partnership, sole proprietorship or corporation doing business with the Government of Guam, shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or share in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation held by each person at any time during the twelve (12) month period of such ownership. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for the procuring or assisting in obtaining business related to the proposal for the Offeror and shall contain the amount of any such commission, gratuity or other compensation. This affidavit shall be

	Included in Proposal [✓]	Form/Document
		open and available to the public for inspection and copying. b. Failure by any Offeror to submit the Affidavit Disclosing Ownership and Commissions on the form furnished by GIAA shall result in the disqualification of its proposal.
6.		<u>Affidavit Regarding Non-Collusion.</u> The Affidavit Regarding Non-Collusion form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the RFP envelope together with the proposal.
7.		<u>Affidavit Regarding No Gratuities or Kickbacks.</u> The Affidavit Regarding No Gratuities or Kickbacks form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
8.		<u>Affidavit Regarding Contingent Fees.</u> The Affidavit Regarding Contingent Fees form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
9.		<u>Affidavit Regarding Ethical Standards.</u> The Affidavit Regarding Ethical Standards form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
10.		<u>Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination and the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.</u> The Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination Form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal. The most recent wage determination applicable to Guam issued by the U.S. Department of Labor must be attached to the Declaration.
11.		<u>Title VI Solicitation Notice.</u> This form must be completed, signed and submitted in the proposal envelope together with the proposal.
12.		<u>Title VI Clauses for Compliance with Nondiscrimination Requirements</u> This form must be completed, signed and submitted in the proposal envelope together with the proposal.

	Included in Proposal [✓]	Form/Document
13.		Title VI List of Pertinent Non-Discrimination Authorities. This form must be completed, signed and submitted in the proposal envelope together with the proposal.
14.		Other Requirements. None.

I, _____ (Name), authorized representative of _____ (Offeror) acknowledge receipt of this Special Reminder to Prospective Offerors and the RFP, and hereby attest that I have read and understand its intent and implications.

 OFFEROR REPRESENTATIVE'S SIGNATURE

Date: _____

**THIS DOCUMENT MUST BE COMPLETED AND
 RETURNED IN THE PROPOSAL ENVELOPE.**

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) ss.
_____)

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

- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as [please state name of offeror company] _____, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

NOTARY PUBLIC

My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

AFFIDAVIT REGARDING NO GRATUITIES OR KICKBACKS

CITY OF _____)
)ss.
_____)

1. The name of the offering firm or individual is [state name of offeror] _____
_____. 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 _____, _____.

NOTARY PUBLIC
My commission expires:

**THIS AFFIDAVIT MUST BE COMPLETED AND
RETURNED IN THE PROPOSAL ENVELOPE.**

AFFIDAVIT REGARDING CONTINGENT FEES

CITY OF _____)
) ss.
_____)

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

1. The name of the offering company or individual is [state name of company]
_____.

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

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

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

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

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

NOTARY PUBLIC
My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror: _____

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 G.C.A. § 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 G.C.A. § 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!]**

Date: _____

Signature

THIS DECLARATION MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

*REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Wage Determination No.: 2015-5693 Revision No.: 12 Date Of Last Revision: 12/21/2020

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

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		15.81
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
01261 - Personnel Assistant (Employment) I		15.95
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		21.78
01290 - Rental Clerk		11.10
01300 - Scheduler Maintenance		15.55
01311 - Secretary I		15.55
01312 - Secretary II		17.40
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		14.00

Page 2 of 12

01410 - Supply Technician	21.43
01420 - Survey Worker	16.79
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	13.01
01532 - Travel Clerk II	14.12
01533 - Travel Clerk III	15.09
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	10.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	14.82
05010 - Automotive Electrician	13.92
05040 - Automotive Glass Installer	13.02
05070 - Automotive Worker	13.02
05110 - Mobile Equipment Servicer	11.16
05130 - Motor Equipment Metal Mechanic	14.82
05160 - Motor Equipment Metal Worker	13.02
05190 - Motor Vehicle Mechanic	14.82
05220 - Motor Vehicle Mechanic Helper	10.22
05250 - Motor Vehicle Upholstery Worker	12.11
05280 - Motor Vehicle Wrecker	13.02
05310 - Painter Automotive	13.92
05340 - Radiator Repair Specialist	13.02
05370 - Tire Repairer	12.34
05400 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05
07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.26
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.54
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	15.02
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88

12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12200 - Phlebotomist	15.33
12305 - Radiologic Technologist	23.03
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.35
13012 - Exhibits Specialist II	25.20
13013 - Exhibits Specialist III	30.83
13041 - Illustrator I	20.35
13042 - Illustrator II	25.20
13043 - Illustrator III	30.83
13047 - Librarian	27.91
13050 - Library Aide/Clerk	16.20
13054 - Library Information Technology Systems Administrator	25.20
13058 - Library Technician	16.64
13061 - Media Specialist I	18.18
13062 - Media Specialist II	20.35
13063 - Media Specialist III	22.68
13071 - Photographer I	18.18
13072 - Photographer II	20.35
13073 - Photographer III	25.20
13074 - Photographer IV	30.83
13075 - Photographer V	37.30
13090 - Technical Order Library Clerk	20.35
13110 - Video Teleconference Technician	17.38
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.04
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	34.91
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	21.62
15110 - Test Proctor	14.27

15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning	9.88
16130 - Presser Machine Shirts	9.88
16160 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.04
19040 - Tool And Die Maker	22.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.76
21150 - Stock Clerk	20.75
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	17.70
23021 - Aircraft Mechanic I	21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.07
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.70
23070 - Aircraft Survival Flight Equipment Technician	20.35
23080 - Aircraft Worker	19.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86
23182 - Electronics Technician Maintenance II	18.04
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	14.49
23311 - Fuel Distribution System Mechanic	19.21
23312 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.70
23382 - Ground Support Equipment Worker	19.12
23391 - Gunsmith I	14.49
23392 - Gunsmith II	16.86
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	18.35

23440 - Heavy Equipment Operator	17.12
23460 - Instrument Mechanic	19.21
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	11.37
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	19.21
23592 - Metrology Technician II	20.42
23593 - Metrology Technician III	21.63
23640 - Millwright	19.21
23710 - Office Appliance Repairer	18.04
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	19.21
23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.91
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.95
23965 - Well Driller	19.21
23970 - Woodcraft Worker	19.21
23980 - Woodworker	14.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.72
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.72
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.21
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	19.21
25190 - Ventilation Equipment Tender	13.27
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.62
29020 - Hatch Tender	23.62
29030 - Line Handler	23.62
29041 - Stevedore I	21.98

29042 - Stevedore II	25.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.94
30363 - Paralegal/Legal Assistant III	29.29
30364 - Paralegal/Legal Assistant IV	35.44
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or (see 2)	20.77
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	10.37
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.48
99050 - Desk Clerk	9.70
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	22.67
99252 - Laboratory Animal Caretaker II	24.77
99260 - Marketing Analyst	21.54
99310 - Mortician	25.35

99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	14.91
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.75
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.67
99841 - Vending Machine Repairer	28.88
99842 - Vending Machine Repairer Helper	22.67

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day

Page 8 of 12

Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;
- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

** HAZARDOUS PAY DIFFERENTIAL **

Page 9 of 12

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Page 10 of 12

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

Page 11 of 12

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

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

Page 12 of 12

TITLE VI SOLICITATION NOTICE

GIAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Offeror Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS NOTICE MUST BE COMPLETED AND
RETURNED IN THE PROPOSAL ENVELOPE.**

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes CONTRACTORS) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Offeror Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND
RETURNED IN THE PROPOSAL ENVELOPE.**

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Offeror Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND
RETURNED IN THE PROPOSAL ENVELOPE.**

ACKNOWLEDGEMENT OF RECEIPT FORM

Please acknowledge receipt of

RFP NO. RFP-005-FY21

**MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS**

Upon obtaining this RFP, prospective offerors must complete this Acknowledgement of Receipt Form and return the completed form to GIAA in order to receive any addenda or other notices related to this RFP and return to Mr. Henry M. Cruz, the Single Point of Contact for this RFP, via email at giaarfp521@guamairport.net. Failure of prospective offerors to submit the Acknowledgement of Receipt Form to GIAA and to acknowledge receipt of all amendments/addenda in their proposal may result in the prospective offeror not receiving notices from GIAA regarding this RFP, including addenda, or proposals may be deemed non-responsive.

Name of Prospective Offeror: _____

Name of person receiving RFP: _____

Signature: _____

Date: _____

Time: _____

Contact Person regarding RFP: _____

Company/Firm: _____

Title: _____

E-mail Address: _____

Contact Number: _____

Fax Number: _____

Address: _____

C.) ATTACHMENTS

ATTACHMENTS

ATTACHMENT No. 1

PRELIMINARY SCOPE OF SERVICES

Prepared By: Elpidio C. Antenor, ENG

ATTACHMENT No. 1

ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

RFP NO. RFP-005-FY21

**MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS**

PRELIMINARY SCOPE OF SERVICES

I. BACKGROUND:

The Antonio B. Won Pat International Airport Authority, Guam (GIAA) is soliciting proposal from professional firms to management, technical expertise and guidance, and provide infrastructure support services to GIAA's Baggage Conveyance Systems. The Baggage Conveyance System is a custom system, designed specifically for GIAA. The Baggage Conveyance System is the only system of its kind on the Island of Guam. The System is comprised of the Inbound Baggage Conveyor System and Outbound Baggage Conveyor System. The Successful Offeror's qualifications should have not less than five (5) years' experience in the management, integration and support services of the Baggage Handling Systems at GIAA or comparable U.S. airport facilities. The Successful Offeror should also have technical expertise, personnel, and capacity to manage, operate, maintain and provide infrastructure support services related to GIAA's Baggage Conveyance Systems.

II. OBJECTIVE:

The A. B. Won Pat International Airport is a 24-hour passenger Terminal. The GIAA has invested in its Baggage Handling System to provide access to the public, passengers, Airport and Airline tenants. Therefore, it is GIAA's intent and objective that the Inbound/Outbound and International Transfer Facilities Baggage Handling System are in its full operation condition, properly and regularly maintained at all times. Any interruption of service of the Baggage Conveyance System will interfere with GIAA operations, and those of its patrons and tenants. Therefore, the Successful Offeror's objective should be to operate and maintain the Baggage Conveyance System in a manner that limits interruptions in service and/or the Baggage Conveyance System's Operation.

GIAA's Baggage Conveyance Systems are located within the Airport's Secured Area; therefore, the Successful Offeror will be required to obtain SIDA Badges for each personnel from the Airport. The successful Offeror should be aware that that SIDA Badge processing requires local and the federal law enforcement clearances.

III. MINIMUM QUALIFICATIONS: At the minimum, the successful Offeror shall have the following qualifications:

- Must have extensive knowledge (minimum of 5 years) in the mechanical aspect of the Baggage Conveyance system or similar systems.
- Must have a minimum of 5 years' experience in the maintenance and repairs of Baggage Conveyor System.
- Must employ or demonstrate the capacity to employ individual(s) with the technical expertise and certifications necessary to carry out the operation, maintenance and repairs of the Baggage Conveyor System, and with the knowledge of the requirements and specifications of the Baggage Conveyor System.
- Must show evidence that it is licensed to conduct business on Guam.

IV. CONTRACTOR REQUIREMENTS: All Offerors must submit an outline of their management plan and the support services program to be provided. The management plan and the support services program shall meet the objectives of GIAA as identified in Section II. The following are items required of the Offeror and its subcontractors (if any):

A. Management Plan:

1. Management Plan must identify key personnel that will be assigned to this project.
2. Key personnel must have experience, technical expertise, training, certifications and knowledge in the responsibilities to be assigned.
3. The plan shall provide the specific details of the experience, certifications, license, etc. of key individual(s) assigned to this project.
4. The number of personnel assigned to this project, by shift, shall be identified.
5. Management Plan shall include the firm's Training Program, Safety Program and inventory Program.

B. The Support Services Program must:

1. Be sufficiently staffed with trained or certified technical personnel.
2. Include complete inspection and the scheduled preventive maintenance services to be provided. Include the relevant manufacturer's schedule of recommended preventative and regular maintenance, if any. The frequency of the inspection and the maintenance service shall be consistent with the requirements of the equipment, or it shall be established so the reliability and proper operation characteristics of the equipment are not degraded.
3. Include handling of incidental servicing, minor repairs and emergency service of equipment. Services shall include, but not be limited to, the provision of qualified labor; supervision, transportation, establishment of maintenance records, all parts, tools, equipment and cleaning.
4. Must have good recording system. Maintenance records shall include service date; work performed, spare parts used, identification of technical personnel and recommendations.

5. All work to be performed shall be patterned and conform to any required/applicable then-existing Federal and Local regulations and/or codes.
6. The support services program schedules shall minimize, to the extent practicable, any impacts to the Airport's operational schedule and security requirements (i.e. flight schedules, peak and non-peak hours, and security access to secured areas).

C. Quality Control Program:

1. The Proposer shall have an effective quality control program.
2. The Q.C. Program shall ensure all of the measures and elements of an inspection and / or test is performed in accordance with the requirements of the applicable Manufactures Specifications.

D. Safety Program must include:

1. Compliance with the Occupational Safety and Health Act of 1970 and/or any other Federal and Local Department of Labor, Safety and Health Regulations.
2. Handling and regulations pertaining to Material Safety Data Sheets (MSDS)

- E. In addition to the above or besides the requirement of personnel with extensive knowledge to mechanical aspects, Contractor should also hire electronic technician and electricians who has sufficient experience in power, controls, and PLC software.

- V. **EXAMINATION BY PROPOSERS:** Examination of the equipment and its specifications, drawings (if any), schedules, special instructions, terms and conditions are the Offerors' sole responsibility. Failure to examine such documents, or any errors made in the preparation of any Proposal(s) can result in disqualification of such Proposal(s) as non-responsive.

VI. **SPECIAL REQUIREMENTS:**

- A. Natural Disasters and Emergency Call Backs: In the event of natural disasters, Contractor shall immediately respond to GIAA, at the soonest times that safe travel is possible, to inspect, and if necessary, service the Baggage Conveyor System. Upon inspection and certification, reporting to GIAA is required to advise that the System is fully restored and able to return to normal operations.

Emergency Call Back: Response to a call back shall consist of providing the service personnel on site within one (1) hour after regular hours.

B. Communications Between the GIAA and Contractor:

- a. Twenty-four (24) hour live answering service
- b. Cellular telephones and portable radios comparable to GIAA use. Operating twenty-four (24) hour employees for field service
- c. Twenty-four (24) hour fax and e-mail service

- C. Right of Inspection and Test by GIAA: The GIAA reserves the right to conduct examinations and tests, anytime and as often as it deems advisable, so as to ascertain the requirements and the objectives of GIAA are being met and fulfilled.
- D. Reporting Requirements: GIAA, through Terminal Center, shall be notified or advised of any deficiencies of the System that needs correction, service schedules, and completion of service schedule. Report shall be made to include malfunctions of or vandalisms to any of the equipment covered under the System.
- E. Accident Reporting: Contractor shall be responsible for promptly notifying GIAA, of all accidents arising from the performance of this contract involving bodily injury to workers, building occupant, passengers, and the public.
- F. Operation of Other: The Airport is an active Terminal Facility. The airlines, tenants, passengers, and GIAA may be engaged in other operations within the System. All support services shall not pose any delay, endanger, or interfere with the operations of airlines, tenants or passengers. All operations should be conducted in a manner that ensures the safety and well-being of others.

VII. DESIGNATED SMOKING AREAS

The Contractor and its employees shall adhere to the rules and regulations in regard to these facilities designated smoking areas.

VIII. LOST AND FOUND PROPERTY

The Contractor shall turn into the Authority Police Division all property found on the property of A. B. Won Pat International Airport Authority, immediately any violations of disregard of the rules, regulations and/or policies may be cause for immediately termination.

IX. SYSTEM OVERVIEW:

1. INBOUND BAGGAGE CONVEYOR SYSTEM:

IB1 – The IB1 line inbound conveyor system consists of two (2) inbound conveyor lines (IB1-1/3 and IB1-4/6 feeding a claim device (IB1-7). MCP-01 contains motor controls for conveyors IB1-1/7. MCP-01 contains a single dedicated PLC processor (SLC 5/04) for controlling the IB1 line conveyors. MCP-01 is located between column lines E6 and E7 at the IB1-2 doghouse.

IB2 – The IB2 line inbound conveyor system consists of two (2) inbound conveyor lines (IB2-1/4 and IB2-5/7) feeding a claim device (IB2-7). MCP-02 contains motor controls for

conveyors IB2-1/8. MCP-02 contains a single dedicated PLC processor (SLC 5/04 for controlling the IB2 Line conveyors. MCP-02 is located along column E11.

IB3 – The IB3 line inbound conveyor system consists of two (2) inbound conveyor lines (IB3-1/7) feeding a claim device (IB3-7). MCP-03 contains motor controls for conveyors IB3-1/8. MCP-03 contains a single dedicated PLC processor (SLC 5/03) for controlling the IB3 Line conveyors. MCP-03 is located along column E11.

IB4 – The IB4 line inbound conveyor system consists of two (2) inbound conveyor lines (IB4-1/3 and IB4-4/8) feeding a claim device (IB4-7). MCP-04 contains motor controls for conveyors IB4-1/8. MCP-04 contains a single dedicated PLC processor (SLC 5/04) for controlling the IB4 Line conveyors. MCP-04 is located near the intersections of columns E16 and AC.

IB5 – The IB5 line inbound conveyor system consists of two (2) inbound conveyor lines (IB5-1/3 and IB5-4/6) feeding a claim device (IB5-7). MCP-05 contains motor controls for conveyors IB5-1/8. MCP-05 contains a single dedicated PLC processor (SLC 5/04) for controlling the IB5 Line conveyors. MCP-05 is located near the intersections of columns E16 and AC.

IO1 – The IO1 line Oversize conveyor system consists of a reversing conveyor line with five conveyors (IO1-1/5). MCP-06 contains a single dedicated PLC processor (SLC 5/04) for controlling the IO1 Line conveyors. MCP-06 is located between column lines E6 and E7 at the IB2-3 Doghouse.

2. OUTBOUND BAGGAGE CONVEYOR SYSTEM

The Outbound Baggage Sortation System consists of five ticket counter lines delivering baggage to two sortation lines and two oversize lines delivering baggage to run out belts. Bags are pushed off the sort lines to one of 32 sort piers (16 upper and 16 lower).

Ticket counter lines TC1-1/5 and TC2-1/7 feed main sort line M1-1/35. M1-1/35 carries baggage to one of 16 lower sort piers, SP1/16-2. "No read" bags are pushed to manual encode line NR1-1/2. Baggage can also be pushed to the crossover line XC1-1/4, which carries baggage to the upper sort line, M2-1/31.

The ticket counter conveyors TC3-1/6 and TC4-1/6 and TC5-1/5 feed the M2 sort line. Bags are pushed off the M2 sort line to one of 16 upper sort piers, SP1/16-1. "No Read" bags are pushed to manual encoding line NR2-1/8. Bags destined for lower piers are pushed to crossover line XC2-1/4, which carries baggage to the M1 sort line. Transfer line TR1-1/19 carries bags to the manual encode area. The manual encode area feeds bags onto the M1 sort line via the TR1-1/19 conveyors or onto the M2 sort line via the TR1-1-14 and TR2-1/5 conveyors.

X. OPERATION AND MAINTENANCE OF INBOUND CONVEYOR SYSTEM

- A. Carousels 1 to 5 plus IOI oversized conveyor pier
- B. Baggage Conveyors including motors, belts, supports, etc.
- C. Motor Controls Panels MCP-1 to MCP-5
- D. Power supply conduits and cables from MCP to motors and devices.
- E. Operating software

***Note:** See also Item no. 1, Inbound Baggage System, paragraph IX, System Overview, under Preliminary Scope of Services.

XI. OPERATION AND MAINTENANCE OF OUTBOUND CONVEYOR SYSTEM

- A. Motor Control Panels MCP-1 to MCP-15
- B. Operating Software
- C. Power Supply conduits and cables from MCPs to motors and devices.
- D. Conveyors Motors, belts, supports, etc.
- E. Luggage sensors for pier assignment
- F. Encoding of the baggage tags
- G. Conveyor system server

***Note:** Item no. 2, Outbound Baggage System, paragraph IX, System Overview, under Preliminary Scope of Services.

Drawings

- a. Layout for Inbound baggage conveyor system
- b. Layout for Outbound baggage conveyor system

***Note:** Complete detailed drawings will be provided to the awarded Contractor.

XII. CONTRACT WITH MANUFACTURER (SIEMENS)

The Contractor should have a contract with the manufacturer, Siemens, for the operation, maintenance, troubleshooting and repair works for both Inbound and Outbound Baggage Handling System. The annual fee for Consultation and Technical assistance by Siemens should be included in the cost proposal of the Offeror.

XIII. HOUSEKEEPING AND UPKEEP

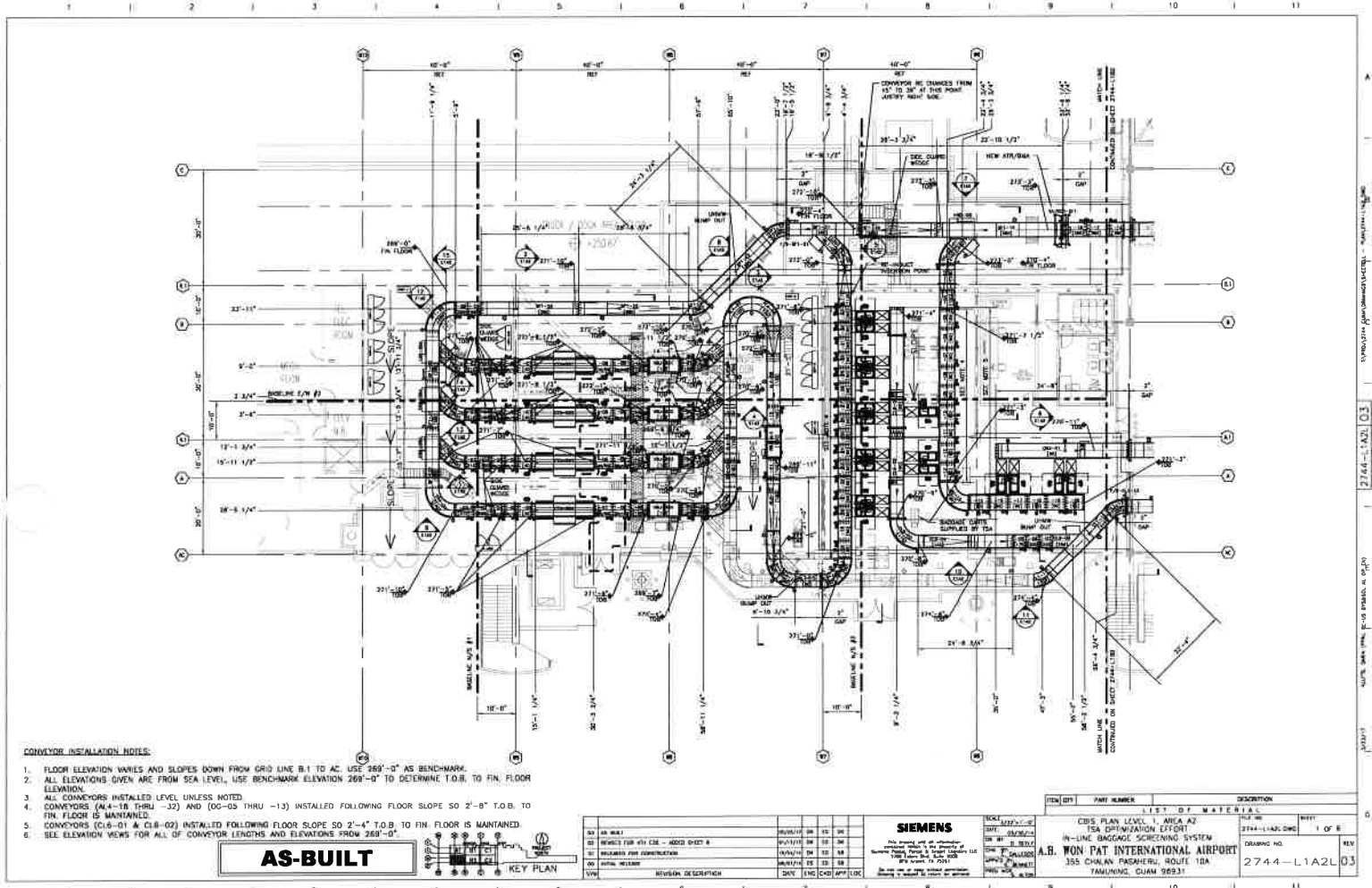
Offeror shall be responsible for the cleaning and upkeep of the carousels and conveyors and surrounding areas.

XIV. The following are not in the Scope of Services for management and infrastructure support services of the Baggage Conveyance System

- A. Air Conditioning System
- B. Fire Alarm and Fire Protection System
- C. Power and Lighting at CBRA, CBIS, Control and Server Rooms
- D. Branch Circuit Breakers at LCB-03 and LCB-04
- E. X-ray Machines (By TSA)
- F. Uninterrupted Power Supply (UPS) for the X-Ray Machines (By TSA)

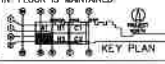
*****END OF PRELIMINARY SCOPE OF SERVICES*****

ATTACHMENT No.2:
As-Built Drawings



- CONVEYOR INSTALLATION NOTES:**
1. FLOOR ELEVATION VARIES AND SLOPES DOWN FROM GRID LINE B.1 TO AC. USE 269'-0" AS BENCHMARK.
 2. ALL ELEVATIONS GIVEN ARE FROM SEA LEVEL. USE BENCHMARK ELEVATION 269'-0" TO DETERMINE T.O.B. TO FIN. FLOOR ELEVATION.
 3. ALL CONVEYORS INSTALLED LEVEL UNLESS NOTED.
 4. CONVEYORS (A.4-A.18 THRU -32) AND (D.C-05 THRU -13) INSTALLED FOLLOWING FLOOR SLOPE SO 2"-8" T.O.B. TO FIN. FLOOR IS MAINTAINED.
 5. CONVEYORS (C.16-D.1 & C.18-D.2) INSTALLED FOLLOWING FLOOR SLOPE SO 2'-4" T.O.B. TO FIN. FLOOR IS MAINTAINED.
 6. SEE ELEVATION VIEWS FOR ALL OF CONVEYOR LENGTHS AND ELEVATIONS FROM 269'-0"

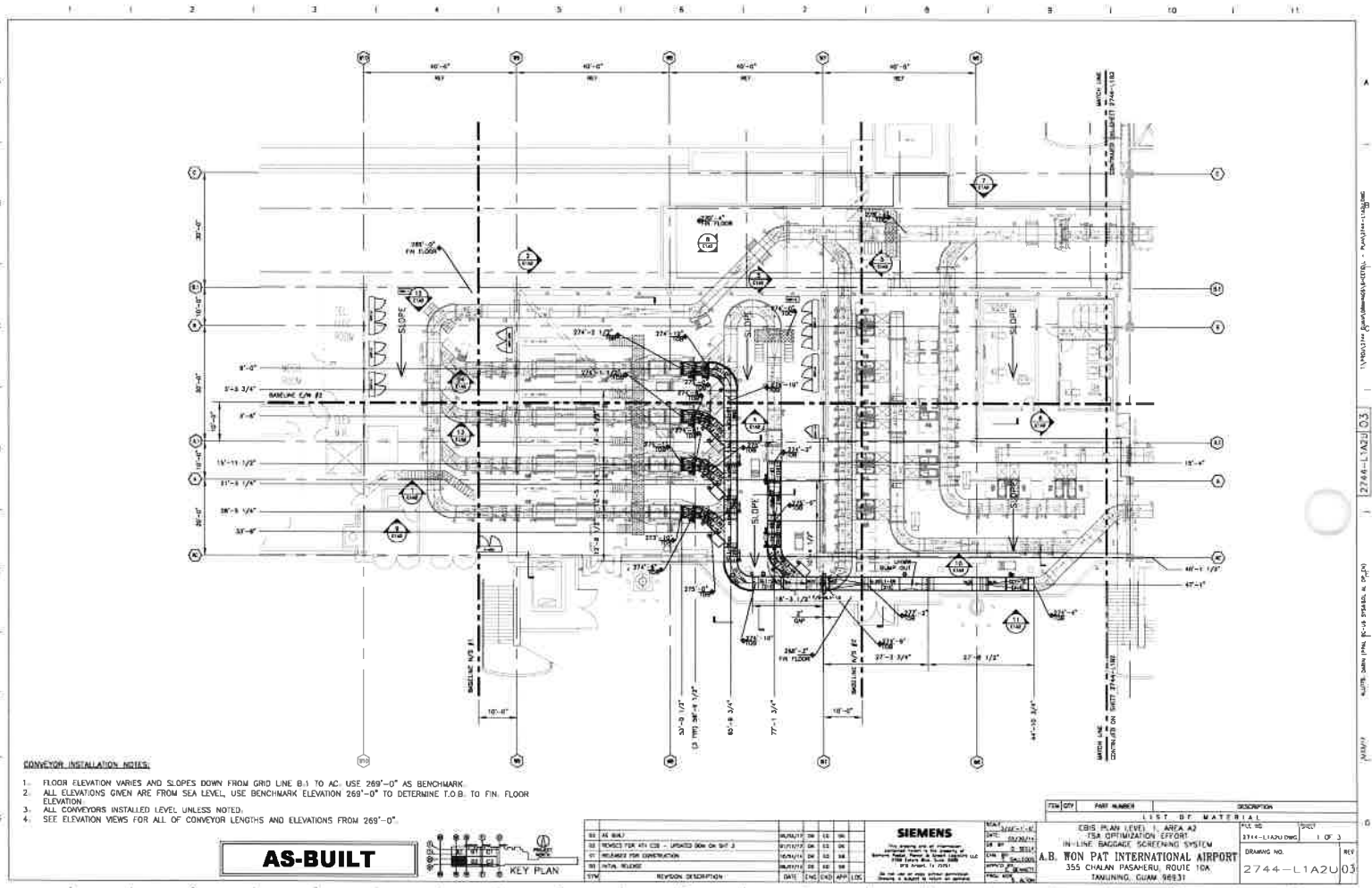
AS-BUILT



NO.	REVISION DESCRIPTION	DATE	ENG	CHKD	APP	LOC
001	ISSUED FOR CONSTRUCTION	04/11/11	SM	SM		
002	ISSUED FOR CONSTRUCTION	04/11/11	SM	SM		
003	ISSUED FOR CONSTRUCTION	04/11/11	SM	SM		
004	ISSUED FOR CONSTRUCTION	04/11/11	SM	SM		
005	ISSUED FOR CONSTRUCTION	04/11/11	SM	SM		

ITEM	QTY	UNIT	DESCRIPTION
LIST OF MATERIAL			
001	1	EA	CBS PLAN LEVEL 1, AREA A2
002	1	EA	IN-LINE BAGGAGE SCREENING SYSTEM
003	1	EA	WON PAT INTERNATIONAL AIRPORT
004	1	EA	355 CHAN AN PASAHERU, ROUTE 1DA
005	1	EA	TAMUONG, QUAM 36531

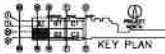
2744-L1A2L 03
 2744-L1A2L 03
 2744-L1A2L 03



CONVEYOR INSTALLATION NOTES:

1. FLOOR ELEVATION VARIES AND SLOPES DOWN FROM GRID LINE B.1 TO AC. USE 269'-0" AS BENCHMARK.
2. ALL ELEVATIONS GIVEN ARE FROM SEA LEVEL. USE BENCHMARK ELEVATION 269'-0" TO DETERMINE T.O.B. TO FIN FLOOR ELEVATION.
3. ALL CONVEYORS INSTALLED LEVEL UNLESS NOTED.
4. SEE ELEVATION VIEWS FOR ALL OF CONVEYOR LENGTHS AND ELEVATIONS FROM 269'-0".

AS-BUILT

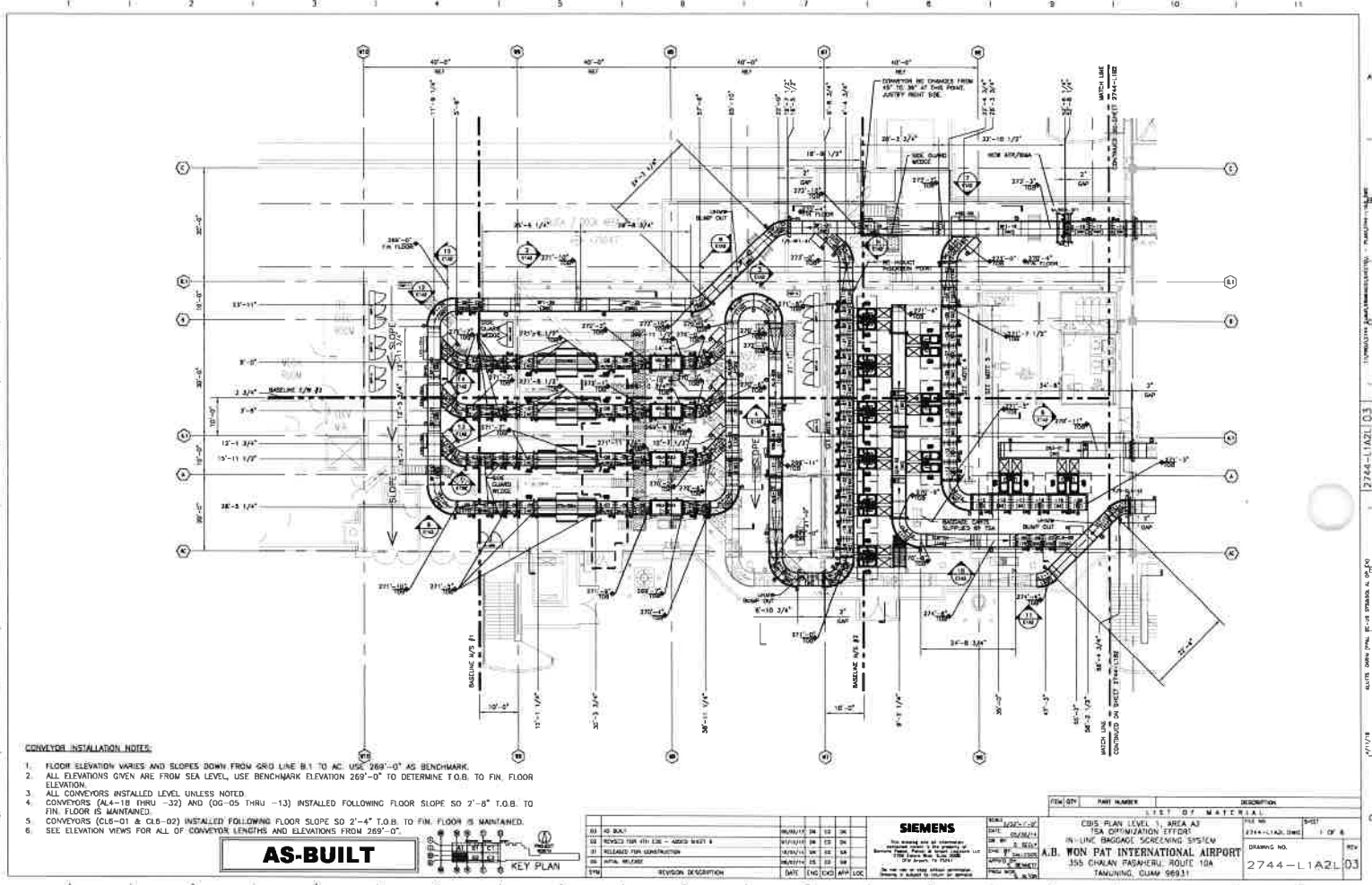


REV	REVISION DESCRIPTION	DATE	BY	CHKD	APP	DES
01	AS BUILT	08/11/17	04	02	04	04
02	REVISED FOR A11 CSE - UPDATED SOON ON SET 2	07/11/17	04	02	04	04
03	REWORKED FOR CONVEYORATION	04/11/14	04	02	04	04
04	DATA RELEASE	08/11/17	04	02	04	04

SIEMENS
 The Siemens Group of Companies
 Siemens AG, Otto-Frank-Straße 1
 90026 Erlangen, Germany
 Tel: +49 (0) 91 31 35-0
 Fax: +49 (0) 91 31 35-2200
 Email: siemens@siemens.com

ITEM	QTY	PART NUMBER	DESCRIPTION
LIST OF MATERIAL			
01	1	01	CBIS PLAN (LEVEL) AREA A2
02	1	02	13A OPTIMIZATION EFFORT
03	1	03	IN-LINE BAGGAGE SCREENING SYSTEM
A.B. WON PAT INTERNATIONAL AIRPORT 355 CHALAN PASAHERU, ROUTE 10A, TANJUNGPUR, GUMBUK, 88931			
DRAWING NO.			2744-L1A2U
REV			03

2744-L1A2U-03
 2744-L1A2U-03



CONVEYOR INSTALLATION NOTES:

1. FLOOR ELEVATION VARIES AND SLOPES DOWN FROM GRID LINE B.1 TO AC. USE 269'-0" AS BENCHMARK.
2. ALL ELEVATIONS GIVEN ARE FROM SEA LEVEL, USE BENCHMARK ELEVATION 269'-0" TO DETERMINE T.O.B. TO FIN. FLOOR ELEVATION.
3. ALL CONVEYORS INSTALLED LEVEL UNLESS NOTED.
4. CONVEYORS (A4-11B THRU -32) AND (06-05 THRU -13) INSTALLED FOLLOWING FLOOR SLOPE SO 2'-8" T.O.B. TO FIN. FLOOR IS MAINTAINED.
5. CONVEYORS (C16-01 & C18-02) INSTALLED FOLLOWING FLOOR SLOPE SO 2'-4" T.O.B. TO FIN. FLOOR IS MAINTAINED.
6. SEE ELEVATION VIEWS FOR ALL OF CONVEYOR LENGTHS AND ELEVATIONS FROM 269'-0".

AS-BUILT

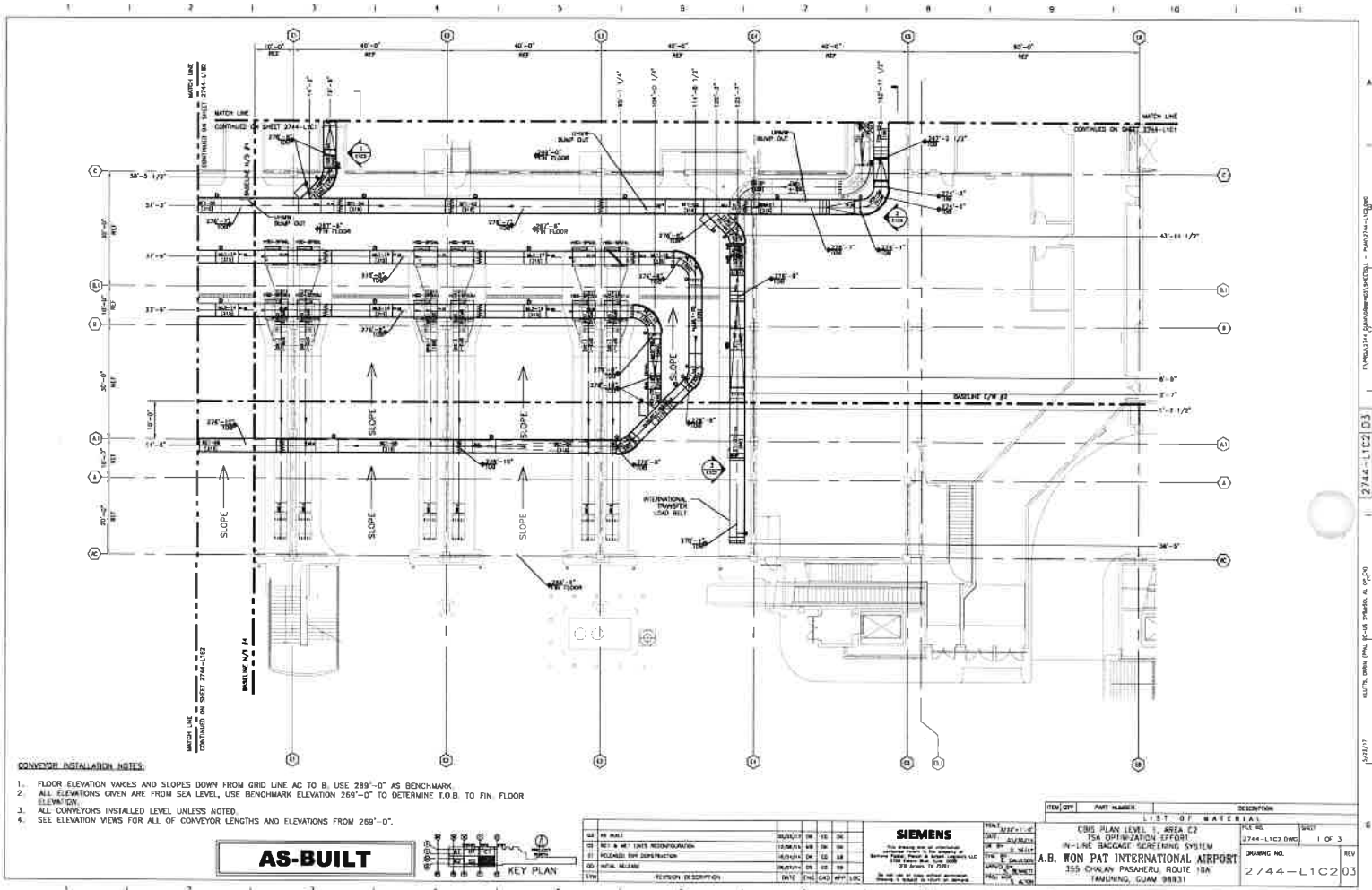
KEY PLAN

NO.	REVISION DESCRIPTION	DATE	BY	CHKD	APP. LOC.
01	ISSUED	11/15/18	...	...	...
02	REVISED FOR ...	...	...	...	...
03	RELEASED FOR CONSTRUCTION	...	...	...	...
04	...	...	...	...	...
05	...	...	...	...	...

ITEM QTY	UNIT	DESCRIPTION
...
...
...

FILE NO.	PROJECT NAME	DESCRIPTION
...
...
...

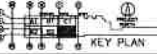
2744-L1A2L 03



CONVEYOR INSTALLATION NOTES:

1. FLOOR ELEVATION VARIES AND SLOPES DOWN FROM GRID LINE AC TO B. USE 289'-0" AS BENCHMARK.
2. ALL ELEVATIONS GIVEN ARE FROM SEA LEVEL. USE BENCHMARK ELEVATION 269'-0" TO DETERMINE T.O.B TO FIN FLOOR ELEVATION.
3. ALL CONVEYORS INSTALLED LEVEL UNLESS NOTED.
4. SEE ELEVATION VIEWS FOR ALL OF CONVEYOR LENGTHS AND ELEVATIONS FROM 269'-0".

AS-BUILT

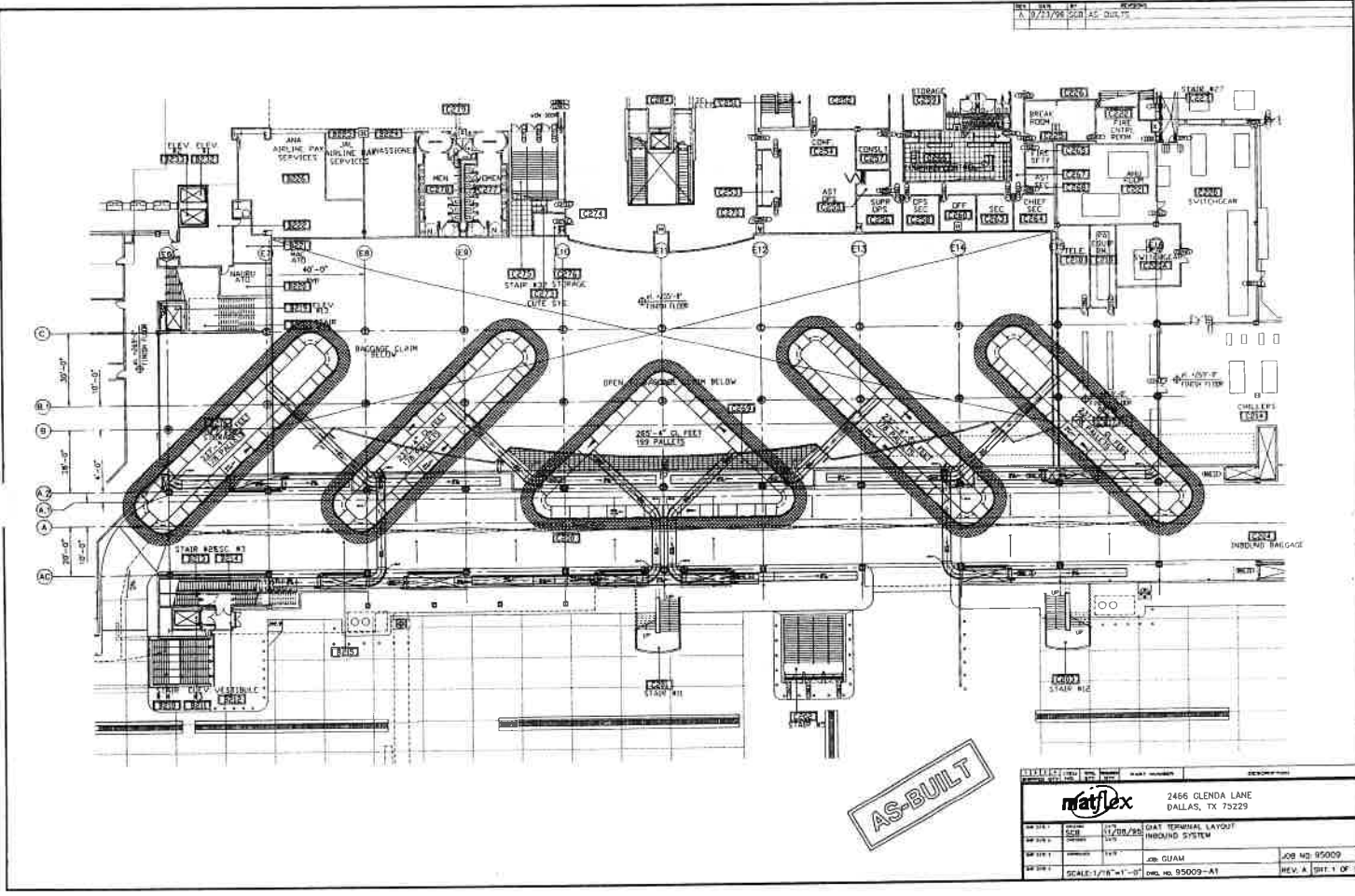


REV	DESCRIPTION	DATE	BY	CHK	APP
01	AS-BUILT				
02	REVISED FOR DISSEMINATION				
03	REVISED FOR DISSEMINATION				
04	REVISED FOR DISSEMINATION				
05	REVISED FOR DISSEMINATION				
06	REVISED FOR DISSEMINATION				
07	REVISED FOR DISSEMINATION				
08	REVISED FOR DISSEMINATION				
09	REVISED FOR DISSEMINATION				
10	REVISED FOR DISSEMINATION				
11	REVISED FOR DISSEMINATION				
12	REVISED FOR DISSEMINATION				
13	REVISED FOR DISSEMINATION				
14	REVISED FOR DISSEMINATION				
15	REVISED FOR DISSEMINATION				
16	REVISED FOR DISSEMINATION				
17	REVISED FOR DISSEMINATION				
18	REVISED FOR DISSEMINATION				
19	REVISED FOR DISSEMINATION				
20	REVISED FOR DISSEMINATION				

ITEM	QTY	UNIT	DESCRIPTION
LIST OF MATERIAL			
01			CONV PLAN LEVEL 1, AREA C2
02			ISA OPTIMIZATION EFFORT
03			IN-LINE BAGGAGE SCREENING SYSTEM
04			A.B. WON PAT INTERNATIONAL AIRPORT
05			355 CHARAN PASAHERU ROUTE 18A
06			TAUANGUNG, GUAM 98931

2744-L1C2 03
 1/2017
 2744-L1C2 03

REV. 11/28/85
 A 10/27/85 500 AC QUILTS



AS-BUILT

		2466 GLENDA LANE DALLAS, TX 75229	
DATE: 11/28/85 SCALE: 1/8" = 1'-0"	PROJECT: 041 TERMINAL LAYOUT INBOUND SYSTEM	JOB NO: 95009	REV. A (SHEET 1 OF 1)



ONTARIO AIRPORT AUTHORITY
 1000 SHEPPARD AVENUE EAST
 SCARBOROUGH, ONTARIO M1S 1B7

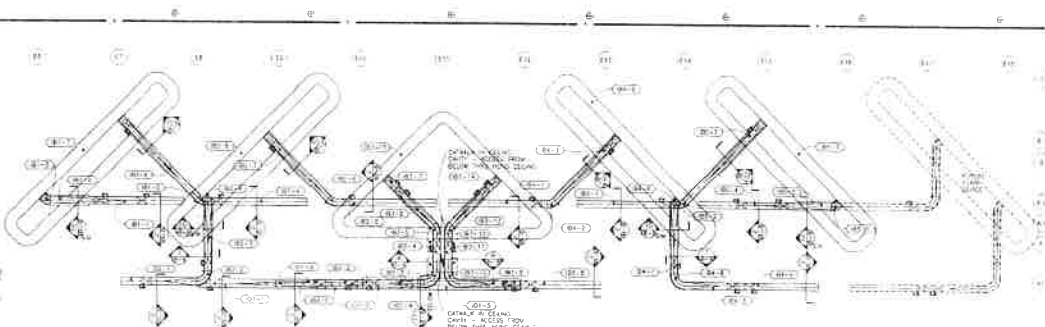
STATION 8, NEW 217
 AIRLINE INTERNATIONAL AIR TERMINAL
 TERMINAL OF 217

Gensler and Associates
 Architects

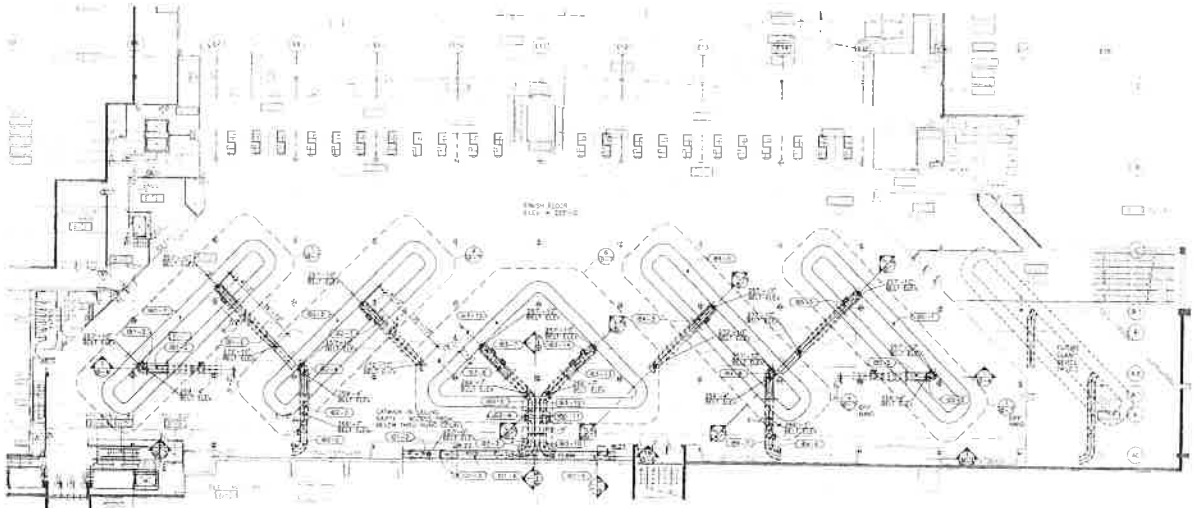
228 Bloor Street, Suite 200
 New York, Ontario M5S 1A5
 416-922-2222
 FAX: 416-922-2223

BAGGAGE HANDLING SYSTEMS
 Greiner

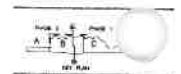
1000 SHEPPARD AVENUE EAST
 SCARBOROUGH, ONTARIO M1S 1B7



OVERALL INBOUND BAGGAGE SYSTEMS PLAN



INBOUND BAGGAGE SYSTEMS PLAN - BAG CLAIM/FIS LEVEL



SECTION 1 OF 1
 BAGGAGE HANDLING SYSTEMS
 217 PLAN

DATE: 08/11/00
 DRAWN BY: J. GENSLER
 CHECKED BY: J. GENSLER
 APPROVED BY: J. GENSLER

MAX. DRAWING SIZE: 11x17
 ALL APPROVALS: [Signature]



1. THIS DRAWING IS THE PROPERTY OF GENSLER AND ASSOCIATES ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GENSLER AND ASSOCIATES ARCHITECTS.

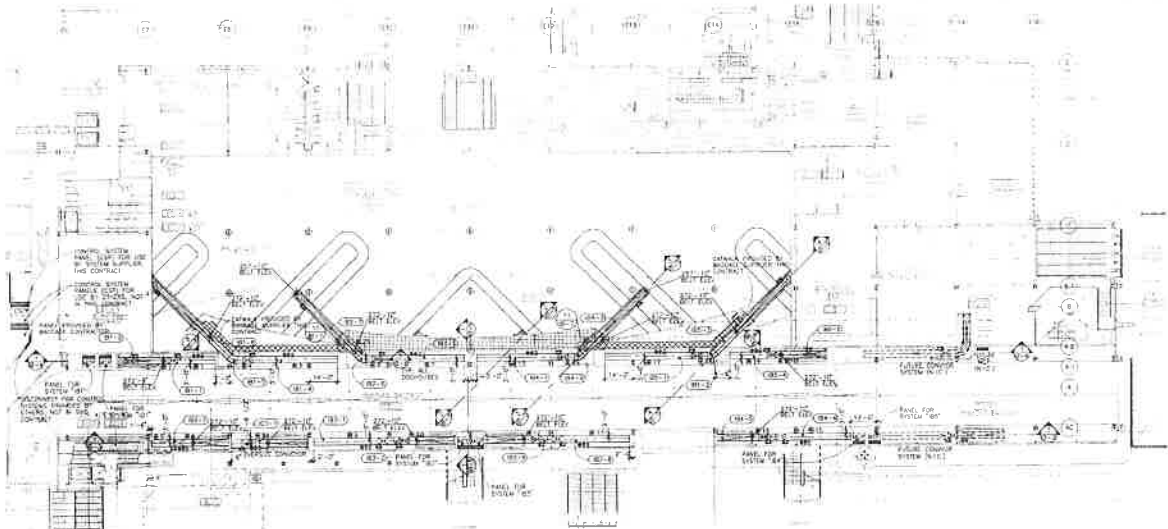
IB-1
 SHEET 1 OF 1



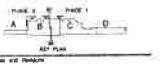
**Gensler and Associates
Architects**

2000 Broadway, Suite 200
New York, New York 10007-1000
Tel: 212 512 2000
Fax: 212 512 2001

BAGGAGE HANDLING SYSTEMS
Gensler & Associates



INBOUND BAGGAGE SYSTEMS PLAN - APRON LEVEL



DATE OF ISSUE: 10/15/93
BY: [Signature]
CHECKED BY: [Signature]

DATE OF ISSUE: 10/15/93
BY: [Signature]
CHECKED BY: [Signature]

PROJECT INFORMATION
Project Name: [Blank]
Location: [Blank]
Contract No.: [Blank]
Scale: 1/8" = 1'-0"

IB-2
REVISED PROJECT NO. 1000-00

**ATTACHMENT No.3: Baggage
Conveyance System Fire
Protection System Safety Plan
(w/ Drawings)**

ATTACHMENT No. 3

The Baggage Conveyance System Fire Protection System Safety Precautions

The CBIS room of TSA Baggage Conveyance System is where the Baggage X-ray machines are located. It is protected by both FM 200 and Pre-action system.

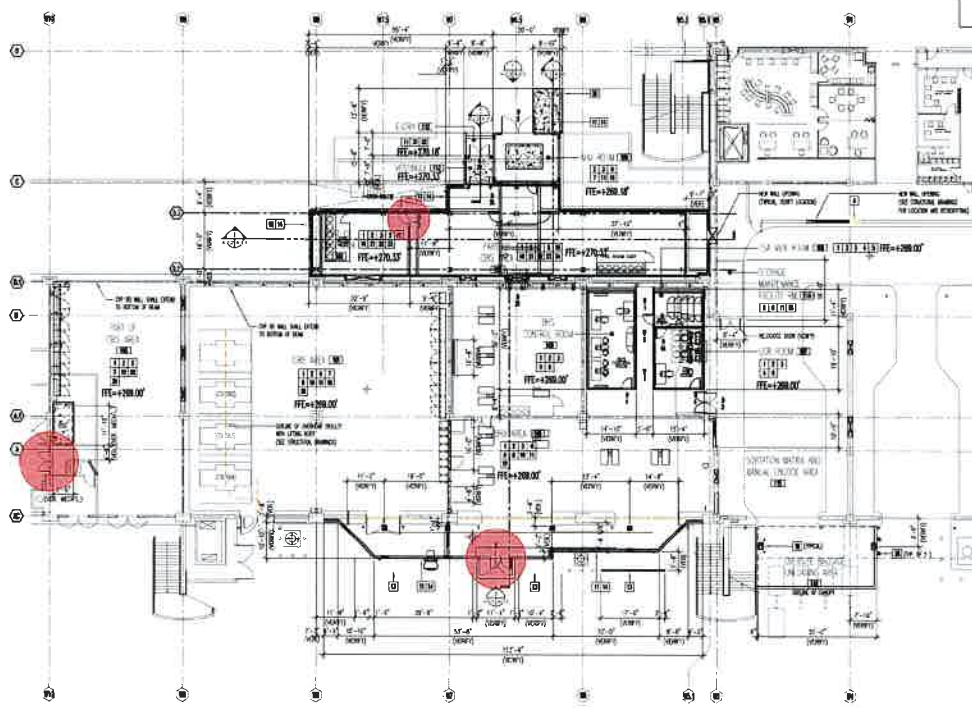
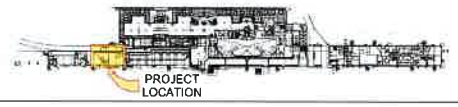
- 1. Pre-Action Fire Sprinkler Systems.** This is the back-up for protection to the FM 200 suppression system. Unlike in the wet pipe fire sprinkler system, Pre-action pipes do not hold water within the sprinkler piping and are instead filled with compressed air. There is a Pre-action valve that governs the flow of water. When fire is detected and sprinkler head fuse is melted, compressed air becomes loose, allowing the valve to open. Water is released into the Pre-action distribution piping and water is discharged at the sprinkler head with melted fuse. There is no danger for the Pre-action system because it uses water to extinguish the fire.
- 2. FM 200 is fire suppression system.** FM 200 utilizes a synthetic chemical fire suppression gas and extinguishes a fire by removing the free radicals or heat elements from the fire triangle of Oxygen-Heat-Fuel. It is considered a clean agent. Although it is not considered a disinfection that it depletes the level of oxygen in the room where it is discharged, for safety reasons, the fire protection company that installed it wants the occupants to vacate the room. There is sequence of operation before the FM 200 gas will discharge. A first activation of smoke detector will annunciate Pre-alarmed condition signal. It will activate a Pre-discharge audio visual alarm (slow pulse). A second activation of smoke detector will do the same annunciation but at the same time, it will initiate 30 seconds programmable time delay before gas is discharged. Once the gas is discharged, it will close all fire shutter conveyor doors to isolate and seal the room and will override all security doors to be open. There is abort switch at exit doors is to interrupt and abort the time delay sequence. Abort switch is for occupant able or disabled who cannot easily exit the room. When fire alarm is activated, a signal will be transmitted to the main fire alarm panel to activate building fire alarm.

All occupants are instructed to exit the CBIS room when the pre-alarm condition signal is activated. As soon the occupants heard the alarm, they should immediately leave the room. Don't wait for the next sequence of operation of the FM 200 fire suppression system.

See attached drawings for emergency doors and fire escape routing.

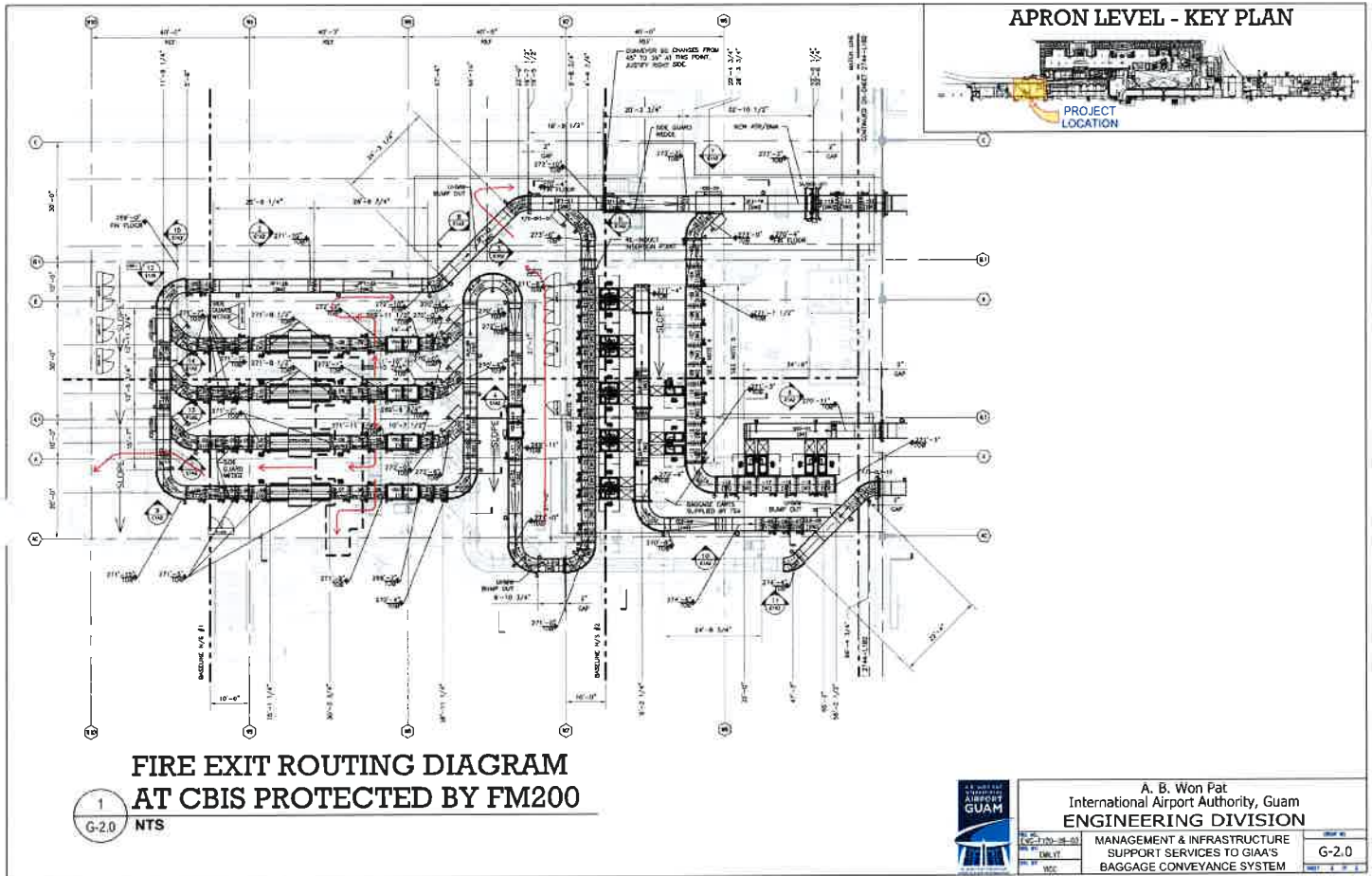
End of Safety Precautions

APRON LEVEL - KEY PLAN



1 FIRE EXIT DOORS AT CBIS
G-1.0 NTS

	A. B. Won Pat International Airport Authority, Guam ENGINEERING DIVISION		G-1.0
	MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES TO GIA'S BAGGAGE CONVEYANCE SYSTEM		



ATTACHMENT No. 4

DRAFT AGREEMENT

ATTACHMENT No. 4

Agreement No. _____

DRAFT

AGREEMENT

by and between

**ANTONIO B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM**

and

(CONTRACTOR)

AGREEMENT FOR:

**MANAGEMENT AND INFRASTRUCTURE SUPPORT SERVICES
TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS**

RFP NO. RFP-005-FY21

TABLE OF CONTENTS

ARTICLE 1. AGREEMENT DOCUMENTS 2
 1.1. Agreement Documents 2
ARTICLE 2. TERM OF AGREEMENT 2
 2.1. Term 2
ARTICLE 3. SCOPE OF SERVICES 2
ARTICLE 4. TIME OF PERFORMANCE..... 2
 4.1. Time of the Essence 2
 4.2. Additional Manpower 2
 4.3. Excuse for Non-Performance or Delayed Performance 3
ARTICLE 5. COMPENSATION 3
 5.1. Compensation 3
 5.2. Invoices 3
 5.3. Time of Payment 3
 5.4. Final Payment 3
ARTICLE 6. OWNERSHIP OF DOCUMENTS..... 4
ARTICLE 7. BREACH OF CONTRACT 4
 7.1. Breach 4
 7.2. Notice 4
 7.3. Remedies Not Exclusive 4
ARTICLE 8. TERMINATION..... 4
 8.1. Termination for Convenience 4
 8.2. Termination for Default 5
ARTICLE 9. DISPUTES..... 6
 9.1. Resolution of Disputes 6
 9.2. Decision by Procurement Officer 6
 9.3. Appeal 6
 9.4. Administrative Remedies 7
 9.5. Performance by Contractor 7
 9.6. Procurement Officer 7
ARTICLE 10. ASSIGNMENT OF AGREEMENT NOT PERMITTED..... 7
ARTICLE 11. GENERAL COMPLIANCE WITH LAWS..... 7
ARTICLE 12. PRICE ADJUSTMENT 7
 12.1. Price Adjustment 7
 12.2. Submission of Cost or Pricing Data 8
ARTICLE 13. 8
ARTICLE 14. CLAIMS BASED ON GOVERNMENT’S ACTIONS OR OMISSIONS..... 8
 14.1. Notice of Claim 8
 14.2. Limitations of Clause 9
 14.3. Adjustments of Price 9
ARTICLE 15. FEDERAL REQUIREMENTS 9
 15.1. General Civil Rights Provisions 9
 15.2. Title VI Nondiscrimination Requirements 9
 15.3. Title VI List of Pertinent Nondiscrimination Authorities 10

15.4.	Reserved.	12
15.5.	Reserved.	12
ARTICLE 16. ADDITIONAL REQUIREMENTS		12
16.1.	Warranty Against Employment of Sex Offenders.	12
16.2.	Covenant Against Contingent Fees.	12
16.3.	Wage Determination (5 GCA Article 13).	12
16.4.	Prohibition Against Gratuities and Kickbacks per 5 GCA § 5630.	13
16.5.	Representation Regarding Ethical Standards.	13
16.6.	Licensing.	14
16.7.	Intentionally Omitted.	14
16.8.	Availability of Records.	14
16.9.	Intentionally Omitted.	14
16.10.	Identification of Documents.	14
ARTICLE 17. MISCELLANEOUS PROVISIONS		14
17.1.	Notices.	14
17.2.	Data to be Furnished to Contractor.	15
17.3.	Independent Contractor.	15
17.4.	Venue and Governing Law.	15
17.5.	Interest of Members of GIAA and Others.	15
17.6.	Severability.	16
17.7.	Entire Agreement.	16
17.8.	Taxes.	16
17.9.	Attorneys' Fees and Costs.	16
17.10.	Remedies.	16
17.11.	Amendment.	16
17.12.	Security Compliance.	16
17.13.	Badges and Passes.	17
17.14.	Operation of Vehicles on the AOA.	17
17.15.	Execution in Counterparts.	18
ARTICLE 18. RESPONSIBILITY FOR SERVICES		18
18.1.	Contractor's Responsibility.	18
18.2.	Professional Standards.	18
18.3.	Contractor Personnel.	18
18.4.	Errors.	18
18.5.	SubContractors.	18
ARTICLE 19. INSURANCE		18
19.1.	Insurance Required.	18
19.2.	Delivery of Policies.	19
ARTICLE 20. INDEMNIFICATION		20
20.1.	Indemnification.	20
20.2.	Defense.	20

THIS AGREEMENT, is made and entered with an effective date of _____, 2021 (“Effective Date”) by and between Antonio B. Won Pat International Airport Authority, Guam, a public corporation and autonomous instrumentality of the Government of Guam, whose address is Post Office Box 8770, Tamuning, Guam 96931 (hereinafter referred to as “GIAA”) and _____, duly licensed to do business in Guam, whose address is _____, (hereinafter called the “Contractor”).

RECITALS

WHEREAS, GIAA operates and is the owner of A.B. Won Pat International Air Terminal (the “Terminal”), runways, taxiways, and related airport facilities (collectively referred to as the “Airport”) for the promotion and accommodation of air commerce and passenger air transportation between Guam and other destinations; and

WHEREAS, GIAA issued Request for Proposal RFP No. RFP-005-FY21 soliciting proposals from qualified and experienced firms and/or individuals to provide professional management and infrastructure support services to GIAA’s baggage conveyance systems in accordance with this Agreement;

WHEREAS, GIAA has the authority pursuant to 12 G.C.A § 1105(k) to employ agents and retain or contract for the services of qualified consultants, specialists, or experts, as individuals or as organizations, to advise and assist GIAA and its employees, all of which may be accomplished without regard to the portion of the Personnel Laws relative to compensation; and

WHEREAS, regardless of the source of funding, it is the policy of GIAA to conform with the spirit and intent of all FAA and applicable federal regulations, including, but not limited to the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and 49 CFR part 18.36; and

WHEREAS, the services to be rendered are of special or temporary nature which have been determined to be in the best public interest to be performed under contract by professional personnel other than employees in the classified service to GIAA; and

WHEREAS, Contractor submitted a proposal setting forth its qualifications and interest in providing services for the Project; and

WHEREAS, the award of this Agreement to Contractor has been made pursuant to a finding by the GIAA Executive Manager that Contractor is the best qualified offeror based on the evaluation factors set forth in the Request for Proposal and that compensation is fair and reasonable; and

WHEREAS, the award of this Agreement to Contractor has been approved by the GIAA Board of Directors.

NOW, THEREFORE, GIAA and Contractor in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. AGREEMENT DOCUMENTS

1.1. Agreement Documents. The following documents and attachments shall be deemed incorporated into this Agreement as if fully set forth herein:

- 1.1.1. Request for Proposal No. RFP-005-FY21 and all addenda (the “RFP”);
- 1.1.2. Contractor’s proposal submitted in response to the RFP;

ARTICLE 2. TERM OF AGREEMENT

2.1. Term. The term of this Agreement shall commence on the Effective Date and continue for three (3) years with two (2) options to extend for a period of one (1) year each at GIAA’s discretion, not to exceed a total contract period of five (5) years. Any reference to year in this Agreement shall mean a twelve (12) month period. Contractor’s agreement to the Effective Date set forth herein shall not be deemed a waiver by Contractor of any claim for payment for services rendered to GIAA prior to the Effective Date. In the event that funds are not available for any succeeding fiscal period, the remainder of this Agreement shall be cancelled; however, this does not affect GIAA’s or Contractor’s rights under any termination clause in this Agreement. In the event of cancellation, Contractor shall be reimbursed the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies delivered or services performed under the Agreement. GIAA must notify Contractor on a timely basis that the funds are, or are not, available for the continuation of the Agreement for each succeeding fiscal period.

ARTICLE 3. SCOPE OF SERVICES

Contractor agrees to perform and provide all labor, materials and supplies required to perform the services described in the (“Scope of Services”) set forth in **Exhibit A**. Approval by GIAA shall not in any way relieve Contractor of the responsibility for adequacy of the Services. Contractor shall, without additional fee, correct or revise any portion of the deliverable work product or Services if GIAA finds that such revision or correction is necessary.

ARTICLE 4. TIME OF PERFORMANCE

4.1. Time of the Essence. Time is of the essence in the performance of the Services under this Agreement.

4.2. Additional Manpower. Should the progress of any Services at any time fall behind schedule for any reason other than because of an Excusable Event, GIAA may order Contractor to increase its efficiency or to improve its character, or to acquire additional manpower. Contractor, at its own expense, shall comply with such order and apply such additional manpower and resources as necessary to bring progress of the Services back on schedule and consistent with the standard of professional skill and care required by this Agreement. The failure of GIAA to demand

such increases of efficiency or improvement or additional manpower shall not relieve Contractor from the obligations to secure such quantity and quality of work and said rate of progress and the completion of the Services as required herein.

4.3. Excuse for Non-Performance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms, including any failure by the Contractor to make progress in the prosecution of the performance hereunder which endangers such performance, if the Contractor has notified GIAA within fifteen (15) days after the cause of the delay and the failure arises out of an Excusable Event. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of an Excusable Event, the Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the requirements of this Agreement. Upon request of the Contractor, GIAA shall ascertain the facts and extent of such failure, and, if GIAA determines that any failure to perform was occasioned by any one or more of the Excusable Events, and that, but for the Excusable Event, the Contractor's progress and performance would have met the terms of this Agreement, the project schedule shall be revised accordingly, subject to the rights of GIAA to terminate for convenience. As used herein, the term "subcontractor" means any subcontractor at any tier and Excusable Event means acts of God; acts of public enemy; acts of GIAA and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; typhoons; or earthquakes.

ARTICLE 5. COMPENSATION

5.1. Compensation. [To be negotiated].

5.2. Invoices. All payments shall require a written invoice in a form acceptable to GIAA. All amounts paid by GIAA to Contractor shall be subject to audit. Invoices shall be submitted no more frequently than on a monthly basis and shall include a monthly report of services provided. When requested by GIAA, Contractor shall provide documentation to support the payment requested in the invoice.

5.3. Time of Payment. Upon Contractor's proper submission of invoices for work completed, GIAA shall review and, if the work is in conformance with the terms of this Agreement, make payment within thirty (30) days of GIAA's receipt of the invoice.

5.4. Final Payment. Prior to final payment, and as a condition precedent thereto, Contractor shall execute and deliver to GIAA a release, in a form approved by GIAA, of claims against GIAA, arising and by virtue of this Agreement.

ARTICLE 6. OWNERSHIP OF DOCUMENTS

All work, programs, solicitations, deliverables, data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, personnel and medical reports, medical records, and other documents and materials prepared by Contractor under this Agreement, whether complete or partially complete (collectively "Work Product") shall be and remain the property of GIAA, and may be used on any GIAA work without any additional cost to GIAA.

ARTICLE 7. BREACH OF CONTRACT

7.1. **Breach.** Any violation or breach of terms of this Agreement on the part of Contractor or its subcontractors may result in suspension or termination of this Agreement.

7.2. **Notice.** GIAA shall provide Contractor written notice of breach that describes the nature of the breach and the corrective actions Contractor must undertake in order to avoid termination of this Agreement. GIAA reserves the right to withhold payments to Contractor until such time Contractor corrects the breach or GIAA elects to terminate this Agreement. GIAA's notice of breach shall identify a specific date by which Contractor must correct the breach. GIAA may proceed with termination of this Agreement if Contractor fails to correct the breach by the deadline indicated in GIAA's notice of breach.

7.3. **Remedies Not Exclusive.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed by or available by law to GIAA.

ARTICLE 8. TERMINATION

The standard Termination Clauses found in the Guam Procurement Regulations has been replaced with the following provisions required for AIP-funded contracts:

8.1. **Termination for Convenience.**

8.1.1. GIAA, may by written notice to Contractor, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by GIAA, Contractor must immediately discontinue all services affected.

8.1.2. Upon termination of the Agreement, Contractor must deliver to GIAA all Work Product Contractor.

8.1.3. GIAA agrees to make just and equitable compensation to Contractor for satisfactory work completed up through the date Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

8.1.4. GIAA further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

8.2. Termination for Default.

8.2.1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

8.2.2. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

8.2.3. Termination by GIAA. GIAA may terminate this Agreement in whole or in part, for the failure of Contractor to:

8.2.3.1. Perform the services within the time specified in this Agreement or by GIAA approved extension;

8.2.3.2. Make adequate progress so as to endanger satisfactory performance of the Services;

8.2.3.3. Fulfill the obligations of the Agreement that are essential to the completion of the Services.

8.2.4. Upon receipt of the notice of termination, Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, Contractor must deliver to GIAA all Work Product.

8.2.5. GIAA agrees to make just and equitable compensation to Contractor for satisfactory work completed up through the date Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

8.2.6. GIAA further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

8.2.7. If, after finalization of the termination action, GIAA determines Contractor was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the GIAA issued the termination for the convenience of GIAA.

8.2.8. Termination by Contractor. Contractor may terminate this Agreement in whole or in part, if GIAA:

8.2.8.1. Defaults on its obligations under this Agreement;

8.2.8.2. Fails to make payment to Contractor in accordance with the terms of this Agreement;

8.2.8.3. Suspends performance by Contractor of the Services for more than 180 days due to reasons beyond the control of Contractor.

8.2.9. Upon receipt of a notice of termination from Contractor, GIAA agrees to cooperate with Contractor for the purpose of terminating the Agreement or portion thereof, by mutual consent. If GIAA and Contractor cannot reach mutual agreement on the termination settlement, Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon GIAA's breach of the Agreement.

8.2.10. In the event of termination due to GIAA breach, Contractor is entitled to invoice GIAA and to receive full payment for all services performed or furnished in accordance with this Agreement. GIAA agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

ARTICLE 9. DISPUTES

9.1. Resolution of Disputes. All controversies between GIAA and Contractor, which arise under, or are by virtue of this Agreement, and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 60 days after written request by 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 Contractor may proceed as if an adverse decision had been received.

9.2. Decision by Procurement Officer The Procurement Officer shall immediately furnish a copy of the decision to Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

9.3. Appeal. Any such decision shall be final and conclusive, unless fraudulent, or unless Contractor appeals the decision as follows:

9.3.1. For disputes involving money owed by or to the GIAA under this Agreement, Contractor appeals the decision in accordance with the Government Claims Act by filing a government claim with GIAA no later than eighteen months after the decision is rendered by GIAA or from the date when a decision should have been rendered.

9.3.2. For all other disputes arising under this Agreement, Contractor files an appeal with the Office of Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427(e) within sixty days of GIAA's decision or from the date the decision should have been made.

9.4. Administrative Remedies. Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

9.5. Performance by Contractor. Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by GIAA; provided, however, that in any event, Contractor shall proceed diligently with the performance of the Agreement where the Procurement Officer has made a written determination that continuation of work under the Agreement is essential to the public health and safety.

9.6. Procurement Officer. For purposes of this Article, Procurement Officer means the Executive Manager of GIAA, or his designee.

ARTICLE 10. ASSIGNMENT OF AGREEMENT NOT PERMITTED

This Agreement requires the personal skills and services of Contractor, and Contractor may not assign this Agreement, or any sum becoming due to Contractor under the provisions of this Agreement, without prior written consent of GIAA. Contractor shall not be permitted to subcontract any portion of the Agreement without the prior written consent of GIAA. GIAA's approval of any subcontract shall not, in any event, relieve Contractor of its responsibility under the Agreement. Any attempted assignment or subcontract without prior written consent shall be void.

ARTICLE 11. GENERAL COMPLIANCE WITH LAWS

Contractor shall be required to comply with all Federal and Guam laws and ordinances applicable to the work.

ARTICLE 12. PRICE ADJUSTMENT

12.1. Price Adjustment. Any adjustment in Agreement Price pursuant to a section of this Agreement shall be made in one or more of the following ways:

12.1.1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

12.1.2. by unit prices specified in this Agreement or subsequently agreed upon;

12.1.3. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in this Agreement or subsequently agreed upon;

12.1.4. in such other manner as the parties may mutually agree; or

12.1.5. in the absence of agreement between the parties, by a unilateral determination by GIAA of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by GIAA in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

12.2. Submission of Cost or Pricing Data. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

ARTICLE 13. INTENTIONALLY OMITTED

ARTICLE 14. CLAIMS BASED ON GOVERNMENT'S ACTIONS OR OMISSIONS

14.1. Notice of Claim. If any action or omission on the part of GIAA or the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the Agreement in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

14.1.2. Contractor shall have given written notice to GIAA, the head of the Purchasing Agency, or designee of such officer: (i) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission; (ii) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have commencement of the work; or (iii) within such further time as may be allowed by the Procurement Officer in writing. This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, 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 the Procurement Officer or designee of such officer.

14.1.3. The notice required by subsection 14.1 of this section describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

14.1.4. Contractor maintains and, upon request, makes available to the Procurement Officer 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.

14.2. Limitations of Clause. Nothing herein contained, however, shall excuse 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 Agreement.

14.3. Adjustments of Price. Any adjustment in the Contract Price made pursuant to this section shall be determined in accordance with the Price Adjustment section of this Agreement. For purposes of this Article, Procurement Officer and head of the Purchasing Agency mean the Executive Manager of GIAA, or his designee.

ARTICLE 15. FEDERAL REQUIREMENTS

For purposes of this Article, Contractor is herein referred to as "Contractor", "contractor" or "CONTRACTOR" or "Offeror" and GIAA is sometimes referred to as "Owner" or "Sponsor."

15.1. General Civil Rights Provisions. The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

15.2. Title VI Nondiscrimination Requirements. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

15.2.1. Compliance with Regulations: The contractor (hereinafter includes CONTRACTORS) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

15.2.2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

15.2.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

15.2.4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

15.2.5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

15.2.5.1. Withholding payments to the contractor under the contract until the contractor complies; and/or

15.2.5.2. Cancelling, terminating, or suspending a contract, in whole or in part.

15.2.6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

15.3. Title VI List of Pertinent Nondiscrimination Authorities. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

15.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

15.3.2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

15.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

15.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

15.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

15.3.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

15.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

15.3.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

15.3.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

15.3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

15.3.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

15.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

15.4. Reserved.

15.5. Reserved.

ARTICLE 16. ADDITIONAL REQUIREMENTS

16.1. **Warranty Against Employment of Sex Offenders.** CONTRACTOR warrants:

16.1.1. That no person providing services on behalf of 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

16.1.2. That if any person providing services on behalf of 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 GIAA will be informed of such within twenty-four (24) hours of such conviction.

16.2. **Covenant Against Contingent Fees.** Contractor grants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, commission, percentage, Contractor age fee, gifts or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, GIAA shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price of consideration or otherwise recover, the full amount of such fee, commission, percentage, Contractor age fee, gift or contingent fee.

16.3. **Wage Determination (5 GCA Article 13).**

16.3.1. Contractor shall pay its employees whose purpose in whole or in part is the direct delivery of services in accordance with the Wage Determination applicable to this Agreement.

16.3.2. In addition to the subsection above, Contractor shall pay said employees health and similar benefits having a minimum value as detailed in the Wage Determination, and shall pay them a minimum of ten (10) paid holidays per year.

16.3.3. Contractor is advised that the Guam Department of Labor, or its successor, shall monitor compliance with the provisions of 5 G.C.A. Article 13, Wage and Benefit Determination. The Director of the Department of Labor, or that person's successor, shall investigate possible or

reported violations of the provisions of the law, and shall forward such findings to GIAA. The Department of Labor, or its successor, shall promulgate rules and regulations, pursuant to the Administrative Adjudication law, as needed to ensure the equitable investigation of violations and the maintenance of due process, as well as the assessment of any monetary penalties in the event of a violation, providing that such monetary penalties shall be limited to assessment of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

16.3.4. In the event there is a violation, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During the probationary status, Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. In the event Contractor is placed on probationary status, or has been assessed a monetary penalty pursuant to 5 GCA Article 13, Contractor may appeal such penalty or probationary status to the Superior Court of Guam.

16.3.5. Contractor has submitted a Declaration of Compliance with Wage Determination laws with the most recent Wage Determination promulgated by the U.S. Department of Labor attached.

16.3.6. Upon any renewal of this Agreement, GIAA and Contractor agree that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal shall apply to the Agreement.

16.4. Prohibition Against Gratuities and Kickbacks per 5 GCA § 5630.

16.4.1. Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor.

16.4.2. Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

16.5. Representation Regarding Ethical Standards. Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public

Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

16.6. Licensing. Contractor represents that it is duly authorized by the appropriate government authority to provide the Services. Simultaneously with Contractor's execution of this Agreement, Contractor shall deliver or cause to be delivered to GIAA, copies of its licenses to provide the Services, and shall also deliver no later than seven (7) days prior to the expiration of any such license, each renewal license.

16.7. Intentionally Omitted.

16.8. Availability of Records. Contractor including its subcontractors, if any, shall maintain all books, documents, papers, accounting records of Contractor or subcontractor and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under this Agreement, for inspection and/or audit by GIAA and/or the FAA. Each subcontract by Contractor pursuant to this Agreement shall include provisions containing the conditions of this section.

16.9. Intentionally Omitted.

16.10. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use by GIAA, shall carry the following notation on the front cover or on a title page (or, in the case of maps, in the same block) containing the name of GIAA:

The preparation of this document was financed in part through a grant from the Federal Aviation Administration under Section 505 of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety Expansion Act of 1987. The contents do not necessarily reflect the official views or policy of the FAA. Acceptance of this report by the FAA does not in any way constitute a commitment on the part of the United States to participate in any development depicted therein nor does it indicate that the proposed development is environmentally acceptable in accordance with appropriate public laws.

The month and year the document was prepared and the name of the project shall accompany this notation.

ARTICLE 17. MISCELLANEOUS PROVISIONS

17.1. Notices. All notices, correspondence, and payments required to be sent to either party hereunder shall be sent to the parties at the address stated below, by mail, by personal delivery, or

by facsimile with confirmation by mail. Service of any notice or demand by mail shall be sent via U.S. Postal certified mail, return-receipt requested, and shall be deemed effective ten (10) days after mailing or on the date actually received, whichever is first.

To GIAA:

Executive Manager
A.B. Won Pat International Airport Authority, Guam
Post Office Box 8770
Tamuning, Guam 96931
Tel: (671) 646-0300
Fax: (671)646-8823

To Contractor:

Each party may change its designated address by serving notice, in writing, on the other party as provided above.

17.2. Data to be Furnished to Contractor. To the extent GIAA has access to information or documents relating to the services to be performed, GIAA shall provide such information or documents as is reasonably available and appropriate without charge by GIAA, and GIAA shall cooperate with Contractor in every reasonable way during all phases of the services. Contractor hereby agrees to indemnify and hold GIAA harmless from any losses, damages, costs, claims, suits and judgments, expenses of any nature or kind, including attorneys' fees, arising from any defects or failures attributable to Contractor's unreasonable or imprudent reliance on the aforementioned documents. Contractor shall promptly notify GIAA of any information that it may require and specify dates for receiving the additional information.

17.3. Independent Contractor. In the performance of this Agreement, Contractor's status is that of an independent contractor and not as an agent, partner, joint venturer or employee of GIAA or the Government of Guam. Contractor's conduct shall be in accordance with that status. If Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

17.4. Venue and Governing Law. Venue of any action brought under this Agreement shall lie in the courts of Guam exclusively and the parties agree to submit to the exclusive jurisdiction of the court of Guam. This Agreement shall be governed by and construed in accordance with the laws of Guam.

17.5. Interest of Members of GIAA and Others. No officer, member, or employee of GIAA and no members, officers or employees of the Government of Guam who exercise any functions or

responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds hereof.

17.6. **Severability.** If a provision of this Agreement, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

17.7. **Entire Agreement.** This Agreement and the incorporated documents listed in Article 1 above, as well as any work orders which shall subsequently amend the scope of services required hereunder, constitute the entire agreement between the parties, and no prior or contemporaneous written or oral promises, representations or assurances shall be deemed to alter the provisions hereof.

17.8. **Taxes.** Contractor is solely responsible for payment of all applicable Guam taxes. This amount is not included in the Contract Price.

17.9. **Attorneys' Fees and Costs.** If GIAA retains an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach thereof, or GIAA commences an action for any of the foregoing reasons or to resolve any dispute relating to this Agreement, and GIAA prevails, then GIAA shall be entitled to recover from Contractor GIAA's reasonable attorneys' fees, costs and expenses incurred in connection with any such action. If Contractor retains an attorney or attorneys regarding this Agreement, any recovery of attorneys' fees, costs or expenses from GIAA by Contractor is limited by and subject to the Government Claims Act and any other applicable law. The term "attorneys' fees" and "attorneys' fees, cost and expenses" shall mean the fees, costs and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating, computerized research and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the cost and fees incurred in connection with the enforcement or collection of any judgment obtained in any proceeding, and shall include, specifically, all fees, cost and expenses of expert witnesses.

17.10. **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.

17.11. **Amendment.** This Agreement may only be amended in a writing signed by both parties.

17.12. **Security Compliance.** Contractor shall comply with and conform any Services it performs at the A.B. Won Pat Guam International Airport ("Airport") to GIAA's Airport Security Program, Security Directives and Emergency Amendments and FAA regulations (collectively, "Security

Requirements”). Contractor shall require all persons, including without limitation its agents, employees, or subcontractors, entering the Airport, including without limitation, surrounding facilities, parking lots, and runways, (collectively the “Airport Premises”) to comply with the Security Requirements and the Airport Rules and Regulations. Contractor agrees to pay, indemnify and save GIAA harmless from and against any and all fines and penalties imposed or assessed on GIAA and/or Contractor for any breach of the Security Requirements by Contractor, its agents, employees, or subcontractors, whether intentional, non-intentional, or through negligence occurring on the Airport Premises during the term of this Agreement. Contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by GIAA or the United States Department of Transportation, FAA, the TSA, or any other federal agency. In the event Contractor fails to remedy any such deficiency, GIAA may do so at the cost and expense of CONSUTLANT. GIAA reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

17.13. Badges and Passes. Contractor’s employees shall obtain any required secure identification display area (“SIDA”) badges and vehicle passes. All applicants for a SIDA badge must complete security training and must pass criminal and other background investigations. Contractor understands and agrees that GIAA may, at its discretion, change security regulations and requirements from time to time and Contractor shall comply with all such regulations and requirements. If applicable, Contractor shall, prior to the start of the Agreement, submit to GIAA an estimate of the number of personnel expected to have badges and passes. Each employee shall wear the government issued badge over the front of the outer clothing. When an employee leaves the Contractor’s employment, it is the responsibility of Contractor to surrender the badge and pass. All issued badges must be surrendered at the termination of the Contract. Contractor is responsible for all costs associated with badging and passes.

17.14. Operation of Vehicles on the AOA. All operations on the AOA shall be in accordance with GIAA’s AOA Driving Directives and all applicable laws, rules and regulations. Before Contractor shall permit any employee or any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by a GIAA approved escort), Contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Guam driver’s licenses. In addition, any motor vehicles and equipment of Contractor or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by GIAA, which identification must be displayed as required by GIAA.

Contractor agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractor further agrees on behalf of itself and its subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to GIAA. Contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by Contractor or by any subcontractor at the Airport

in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any subcontractors.

17.15. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by electronic mail in portable document file (pdf) format, shall be effective as delivery of a manually executed counterpart to this Agreement.

ARTICLE 18. RESPONSIBILITY FOR SERVICES

18.1. Contractor's Responsibility. Contractor is fully responsible for the professional quality, technical accuracy, and coordination of all of its services. Neither acceptance of such services by GIAA, nor payment therefore, shall relieve Contractor of this responsibility.

18.2. Professional Standards. Contractor acknowledges that GIAA has entered into this Agreement in reliance on Contractor's representations as to its experience, expertise and superior ability to perform the services required by this Agreement. Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet the agreed upon schedule.

18.3. Contractor Personnel. Contractor warrants and represents that it has or will obtain at its own expense, all personnel required in performance of the services under this Agreement. Such personnel shall not be employees of GIAA.

18.4. Errors. Contractor will perform such additional work as may be necessary to correct errors or omissions in the work required under this Agreement, without undue delay, and without additional cost to GIAA. Acceptance by GIAA of Contractor's work does not relieve Contractor of the responsibility of subsequent correction of such errors in his work without compensation.

18.5. Sub Contractors. None of the services covered by this Agreement shall be subcontracted, except as specifically authorized herein.

ARTICLE 19. INSURANCE

19.1. Insurance Required. Contractor shall obtain and maintain insurance of the following types and amounts by insurance carriers licensed to conduct business on Guam and having a financing rating of at least A- (Excellent) by A.M. Best, or Aa3 (Excellent) by Moody's, or AA- (Strong) by Standard & Poors. Except for Workers' Compensation, such insurance shall name, by endorsement delivered and reasonably satisfactory to GIAA, as additional named insured, GIAA and such other persons as GIAA may reasonably designate, or as otherwise required by any financing agreements. Contractor shall cause certificate(s) of insurance to be furnished to GIAA certifying that all the insurance coverage required pursuant to this Agreement is in effect and providing that it shall not be cancelable or materially reduced except upon ninety (90) days' written

notice to GIAA of such proposed cancellation or reduction. The certificates of insurance, with respect to Contractor's insurance described below, shall state that such coverage is primary and without right of contribution from any insurance carried by GIAA, and that the liability assumed by Contractor under this Agreement (including, without limitation, the indemnity obligations) has been specifically insured under the policies below, but such insurance in no way limits Contractor's liability hereunder. All policies shall provide that the insurer shall have no right of subrogation against GIAA; and be reasonably satisfactory to GIAA in all other respects.

19.1.1. Workers' Compensation Insurance. Contractor shall procure and maintain for the term of this Agreement, Workers' Compensation insurance covering all employees with limits meeting Guam and all applicable federal laws. The policy must contain a waiver of subrogation in favor of GIAA, executed by the insurance company.

19.1.2. Comprehensive General Liability. Contractor shall procure and maintain, for the term of this Agreement, comprehensive general liability insurance. This coverage shall be on an "occurrence" basis. Coverage shall include premises and operations; independent Contractor's products and completed operations and contractual liability with specific reference the Final Payment provision of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability.

19.1.3. Business Automobile Liability. Contractor shall procure and maintain, for the term of this Agreement, business automobile liability insurance. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be an "any auto" type policy.

19.1.4. Professional Liability. Unless Contractor meets the self-insurance requirements described herein, Contractor shall procure and maintain professional liability insurance for the term of this Agreement, plus two (2) years after completion.

19.1.4.1. This insurance shall provide coverage for liability resulting from this Agreement and the Project. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$25,000. The deductible will be the responsibility of Contractor.

19.1.4.2. If Contractor self-insures, Contractor shall maintain an annual net worth of not less than \$10,000,000 at all times during the term of this Agreement and shall provide GIAA with a copy of Contractor's most recent audited financials prior to executing this Agreement and provide GIAA with a copy of Contractor's audited financials for each year this Agreement is in effect.

19.2. Delivery of Policies. Prior to commencing work under this Agreement, Contractor shall deliver or cause to be delivered to GIAA, certificates of insurance evidencing the insurance required by this Agreement and shall also deliver no later than thirty (30) days prior to the

expiration of any such policy, certificates of insurance evidencing each renewal policy covering the same risks. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by GIAA.

ARTICLE 20. INDEMNIFICATION

20.1. Indemnification. Contractor shall indemnify and hold harmless GIAA, its Board of Directors, and all its officers, agents, and employees from any loss, damage, liability, expense, claims, suits, actions, costs of suit and attorneys' fees because of damage to property or injuries to persons (including death) arising from any negligent or intentional act or omission by Contractor, its agents, employees and/or subcontractors, in connection with this Agreement, or from any breach of any of Contractor's obligations under this Agreement.

20.2. Defense. Contractor shall defend at its own expense any suits or other proceedings brought against GIAA, its Board of Directors, officers, agents, and employees, based on any alleged negligent or intentional act or omission by Contractor, its employees, agents or subcontractors, in connection with this Agreement, or from any breach of any of Contractor's obligations under this Agreement, and shall pay all expenses and satisfy all judgments which may be rendered against GIAA, its Board of Directors, or its officers, agents or employees, based upon such negligent or intentional act, omission, or breach, including all costs, expenses of suit and attorneys' fees.

// SIGNATURES ON FOLLOWING PAGE //

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**ANTONIO B. WON PAT
INTERNATIONAL AIRPORT
AUTHORITY, GUAM**

CONTRACTOR

By: _____
John M. Quinata
Executive Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CONCURRED:

**ANTONIO B. WON PAT
INTERNATIONAL AIRPORT
AUTHORITY, GUAM
BOARD OF DIRECTORS**

ATTESTED:

By: _____
Brian J. Bamba
Chairman
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CERTIFIED FUNDS AVAILABLE:

By: _____
Name: _____
GIAA Certifying Officer
Date: _____

APPROVED AS TO FORM:

By: _____
Anita P. Arriola, Esq.
GIAA Legal Counsel
Date: _____



ANTONIO B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM
REQUEST FOR PROPOSAL
MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES TO GIAA'S BAGGAGE CONVEYANCE SYSTEMS
RFP NO. RFP-005-FY21
RFP PROPOSAL DEADLINE: AUGUST 18, 2021 4:00PM
RFP DOCUMENTS: \$10.00 USB FLASH DRIVE
PRINT ALL INFORMATION REQUESTED

As of 8/3/21 12:18 PM

#	Name & Title Name of individual receiving RFP	COMPANY NAME	EMAIL ADDRESS / MAILING ADDRESS	DATE & TIME OF PICKUP/ DOWNLOAD	RFP AOR	Addendum A AOR	Addendum B AOR	Contact No.	USB No.	PAYMENT	PROPOSAL DATE & TIME
1	Kay Arakaki / Alan Campbell	AECOM	kay.arakaki@ascom.com/alan.campbell@aecom.com 1001 Bishop St., Suite 1600 Honolulu, Hawaii 96813/5464 Morning Light Drive, Herriman, Utah, 84096	7/20/2021 1:19 PM; 7/24/2021 2:20 AM				Tel: (808) 529-7265/ (801) 707-2817	Web	Web	
2	Test	Test	eunheemax@gmail.com test	7/20/21 2:52 PM				Tel: (123) 456-7777 Fax: (123) 456-8888	Web	Web	
3	Integrated Marketing Systems	IMS	ims@imsinfo.com 945 Hornblend Street, Suite G, San Diego, California 92109	7/20/21 3:09 PM				Tel: (888) 467-3151 Fax: (858) 490-8611	Web	Web	
4	Steve Walse	Seven Outsource	rfpatents@gmail.com 113 Barksdale Professional Center Newark, New Castle, Delaware 19711-3258	7/20/21 10:46 PM				Tel: (301) 308-7852	Web	Web	
	Patrick Leon Guerrero	Martech Services, Inc.	pdlg46@yahoo.com 1797 Army Drive, Tamuning, Guam 96913	7/21/21 11:09 AM				(670) 285-7354	Web	Web	
5	Rajesh	Ghaujiki	southamerica.euclid@gmail.com southamerica.euclid@gmail.com	7/21/21 4:02 PM				Tel: (9456) 862-1302 Tel: (967) 905-3452	Web	Web	
7	Felicia Santos	G4S Secure Solutions (Guam), Inc.	felicia.santos@gu.g4s.com J&G Commercial Plaza, 130 East Marine Corps Drive, Bldg. B, Suite 101, Hagatna, Guam 96910	7/21/2021 10:02:00 AM, 7/28/21 9:21 AM				Tel: (671) 646-2307	Web	Web	
8	Amellia R. Toelkes	General Pacific Services, LLC	amalks@gmail.com 265 Mamis Street, Tamuning, Guam 96913	7/22/21 11:04 PM				Tel: (785) 806-9701 Tel: (671) 649-0120	Web	Web	
9	Ian Craft	Menzies Aviation	ian.craft@menziesaviation.com 4900 Diplomacy Road, Fort Worth, Texas 76155	7/23/21 8:49 AM	7/24/21 5:19 AM	8/10/21 11:44 AM	8/10/21 11:44 AM	Tel: (214) 709-7543	Web	Web	8/18/21 6:33 AM
10	Gerard Bautista	Self	gerard.bautista@gmail.com 151 W. Rojas Lane Unit C Mangilao, Guam 96913	7/26/21 9:06 AM				Tel: (671) 483-6897	Web	Web	
11	Ed Ilao	JMI-Edlson	edilao@jmiguam.com 130 Siket Street, Harmon Industrial Park, Guam 96913	7/26/21 9:33 AM	8/2/21 4:32 PM	8/6/21 7:35 PM	8/10/21 9:25 PM	Tel: (671) 688-7601 Fax: (671) 649-5687			8/18/21 3:35 PM
11	Andrew Scanlon	Kimley-Horn	andrew.scanlon@kimley-horn.com 111 East Broadway, Suite 600, Salt Lake City, Utah 84111	7/28/21 12:30 AM				Tel: (909) 991-4398	Web	Web	

#	Name & Title Name of individual receiving RFP	COMPANY NAME	EMAIL ADDRESS / MAILING ADDRESS	DATE & TIME OF PICKUP/ DOWNLOAD	RFP AOR	Addendum A AOR	Addendum B AOR	Contact No.	USB No	PAYMENT	PROPOSAL DATE & TIME
12	Matt Gaard	CLX Engineering	mgaard@clxeng.com 361 South White Cedar Road, Sanford, Florida 32771	7/28/21 6:25 AM				Tel: (407) 878-7774	Web	Web	
13	Susan M Sulio	Unlimited Services Group	hr@usgic.com PO Box 20159 Barrigada GU 96921	8/5/21 11:11 AM				Tel: 671-649-5930	Web	Web	
14	Dr. Tatsuya S. Liu	Market Research & Development Inc	tsj@mrde@gmail.com 674 Harmon Loop Road, Suite 216 Dededo GU 96929	8/11/21 1:22 PM				Tel: 671-788-3022	Web	Web	
15	test123	test321	eurheemax1@gmail.com test	8/11/21 3:27 PM				Tel: 123-456-7777	Web	Web	
16	Norma Castillon / Diane Martos / Chris Jeardoe	JBT Aertotech	norma.castillon@jbt.com / diane.martos@jbt.com / chris.jeardoe@jbt.com 185 Lada Ave Dededo GU 96929 148 Route 1 Marine Corps Dr	8/16/21 1:27 PM				Tel: 671-483-0184	Web	Web	
17	Claudia Acfalle	GSA	148 Route 1 Marine Corps Drive Piti GU 96915	8/24/21 7:49 PM				Tel: 671-7278239	Web	Web	
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											

EXHIBIT B



Email: official@guamairport.net

August 30, 2021

TRANSMITTED VIA EMAIL: ed ilao@jmiguam.com

ED ILAO, PE, C.E.M.
PRESIDENT
JOHNDEL INTERNATIONAL, INC. DBA JMI-EDISON
130 SIKET STREET,
Harmon Industrial Park
Tamuning, Guam 96913

RE: NOTICE OF RESULTS
REQUEST FOR PROPOSAL - RFP NO. RFP-005-FY21,
MANAGEMENT & INFRASTRUCTURE SUPPORT SERVICES TO
GIAA'S BAGGAGE CONVEYANCE SYSTEMS

Hafa Adai Mr. Ilao:

The Antonio B. Won Pat International Airport Authority, Guam ("GIAA") would like to thank you for responding to RFP-005-FY21, Management and Infrastructure Support Services to GIAA's Baggage Conveyance Systems. We have concluded our evaluation of your proposal and regret to inform you that your firm did not place as the best qualified offeror based on the ranking results.

However, pursuant to §3114(l)(4)(B) of the Procurement Regulations, your firm may be considered if GIAA is unable to negotiate a contract with the best qualified offeror. Thank you for your interest and we look forward to your continued interest in future Request for Proposals for similar services.

Should you have any questions, please feel free to contact Mr. Henry M. Cruz, Supply Management Administrator, via email at giaarf521@guamairport.net.

Si Yu'us Ma'ase,


JOHN M. QUINATA
EXECUTIVE MANAGER

cc: Procurement File



EXHIBIT C

RAZZANO WALSH & TORRES, P.C.

www.rwtguam.com

Sender's Direct E-Mail:
jdwalsh@rwtguam.com

August 31, 2021

VIA HAND DELIVERY

John M. Quinata
Executive Manager
A.B Won Pat Guam International Airport Authority
355 Chalan Pasaheru B224-A
Tamuning, Guam 96913



SUNSHINE ACT REQUEST

Re: JMI-Edison's Request for Documents

Dear Executive Manager Quinata:

Our office represents JMI-Edison. JMI-Edison requests, pursuant to the Guam Sunshine Act, 5 G.C.A. § 10101, *et seq.*, copies of the following Public Records in the possession of the Guam International Airport Authority ("GIAA"):

- The entire procurement record for RFP No. RFP-005-FY21 (the "RFP"), including, but not limited to, the proposals submitted by all bidders to the RFP, and the evaluation sheets from all GIAA evaluators, and questions and answers submitted for the RFP.

Pursuant to 5 G.C.A. § 10103(d), you have four (4) days to comply with this request. We look forward to your prompt reply.

Sincerely,

Joshua D. Walsh

EXHIBIT D



Johndel International, Inc. dba:

JMI-EDISON

www.jmiguam.com

130 Siket Street Harmon Industrial Park Tamuning, Guam 96913

Tel: 1-671-646-6400/646-8186 Fax: 649-5685

September 13, 2021

Mr. Cecil L. Orsini
Executive Director
Contractors License Board
542 N. Marine Drive., Bldg A
Tamuning, Guam 96913

RE: License Inquiry

Dear Mr. Orsini,

Kindly provide contractor licensing information for the following companies or dba.

Menzie's Aviation
Aircraft Service International, Inc.
Aircraft Service International Group ("ASIG")

Thank you, and I look forward to your most favorable prompt reply.

Sincerely yours,

Ed Ilao, P.E.
President
JMI-EDISON

Cc: Ms. Nida A. Bailey

EXHIBIT E



EMAIL: official@guamairport.net

September 17, 2021

Email: jdwalsh@rwtguam.com

Mr. Joshua D. Walsh, Esq.
Razzano Walsh & Torres
Pan American Bldg.
139 Murray Blvd., Suite 100
Hagatna, Guam 96910

SUBJECT: August 31, 2021 Request Under Sunshine Reform Act Of 1999

Dear Mr. Walsh:

I write in response to the subject request under the Sunshine Reform Act of 1999 (the "request") to the Antonio B. Won Pat International Airport Authority, Guam ("GIAA"). You request copies of the "entire public procurement record for RFP No. RFP-005-FY21, including but not limited to the proposals submitted by all bidders to the RFP . . ."

I attach hereto Bates Stamped pages 1-252, which include copies of public records currently in the possession of GIAA that may be responsive to the request. I note that this production under the Sunshine Act, is made as of September 16, 2021, and is subject to change and supplementation, as this is an ongoing procurement for certain services by GIAA.

Certain documents were withheld from this response. Notably, "proposals submitted by all bidders" are not included in the procurement record made public by 5 G.C.A. Section 5249. Additionally, GIAA is currently in negotiations with the Selected Offeror for the ongoing procurement. Such negotiations will not be disclosed.

Certain documents, which if disclosed while the procurement is ongoing, will make public confidential proprietary or trade secret information, were also withheld. GIAA hereby invokes the deliberative process privilege over certain documents and information that will affect GIAA's yet to be made decision(s) related to the ongoing procurement. GIAA also hereby invokes the attorney-client privilege for certain documents and information related to the ongoing procurement.

All of the aforementioned bases provide grounds to withhold certain documents under the Sunshine Reform Act of 1999 and the Guam Procurement Law. See 5 G.C.A. §§ 10108(i), 10109; see also, 5 G.C.A. §§ 5216(d), 5230(b).



Nothing in this letter is intended to admit the existence of other / additional public records / documents in response to your request outside of the attached documents. Additionally, this response does not waive any applicable privilege, confidentiality protection or exemption from disclosure available to GIAA under the Sunshine Reform Act of 1999, the Guam Procurement Law, at law or in equity, whether expressly invoked herein or not. All such privileges, confidentiality protections and exemptions are expressly reserved. Should any document encompassed by these privileges, exemptions or protections be disclosed as part of this production, such disclosure is inadvertent and shall not constitute a waiver of such protection or privilege as to that or any other document. Any document so disclosed should be returned to GIAA immediately and any copies made should be destroyed.

Sincerely,



John M. Quinata
Executive Manager



EXHIBIT F



Fwd: FW: License Inquiry

----- Original message -----

From: Maria Perez <maria.perez@clb.guam.gov>
Date: 9/17/21 10:04 AM (GMT+10:00)
To: "Ed R. Ilao" <ed_ilao@jmiguam.com>
Subject: Re: License Inquiry

Hafa Adai Ilao:
CLB does not have either:

Menzies Aviation
Aircraft Service International, Inc
Aircraft Service International Group ("ASIG")

Licensed with our agency.

On Thu, Sep 16, 2021 at 2:40 PM Ed R. Ilao <ed_ilao@jmiguam.com> wrote:

Hafa adai,

Kindly advise status of below inquiry.

When do you think I can get the information requested?

Also, please add to my license inquiry, the company called "JBT Aerotech".

They are a US-based company providing maintenance and repair services to the
Passenger Loading Bridges at the airport.

Thanks & regards,

ED ILAO, P.E.

JMI-EDISON

Cell #: (671)688-7601

eMail: ed_ilao@jmiguam.com

From: "Ed R. Ilao" <ed_ilao@jmiguam.com>
Date: Monday, September 13, 2021 at 3:55 PM
To: "cecil.orsini@clb.guam.gov" <cecil.orsini@clb.guam.gov>, "nida.bailey@clb.guam.gov" <nida.bailey@clb.guam.gov>, Maria Perez <maria.perez@clb.guam.gov>
Subject: License Inquiry

ATTN: Licensing & Investigation Sections

As per attached formal letter, kindly provide information in regards to any and all Contractor's License(s) associated with the company names listed below:

Menzies Aviation

Aircraft Service International, Inc.

Aircraft Service International Group ("ASIG")

Thank you, and should you have any questions or concerns, please don't hesitate to contact me at 688-7601, 649-5444, or via email.

Very truly yours,

Best regards,

ED ILAO, P.E.

President

JMI-EDISON

Cell #: (671)688-7601

eMail: ed_ilao@jmiguam.com

--
Maria Duenas Perez
Administrative Officer
Contractors License Board
542 North Marine Corp Dr. - A
Tumon, Guam 96911

EXHIBIT G



PROCUREMENT PROTEST
GIAA RFP NO. RFP-005-FY21
Management & Infrastructure Support Services
to GIAA's Baggage Conveyance Systems

September 21, 2021

Mr. John M. Quinata
Executive Manager
A.B. Won Pat International Airport Authority
Guam Administration Office, 3rd Floor
355 Chalan Pasaheru, Tamuning, GU 96913

Dear Mr. Quinata:

On September 17, 2021, the Guam International Airport Authority ("GIAA") provided our attorneys with the procurement record generated in Request for Proposals GIAA RFP 005-FY21 ("RFP"). That RFP was seeking proposals from firms "...to provide professional management and infrastructure support services for GIAA's baggage conveyance systems." JMI Edison, as a sub-contractor to Siemens, provided comprehensive electrical and mechanical installation and repair works for that same system, which was completed in June 2017, and was an offeror on the current RFP.

On August 31, 2021 GIAA provided notice that another offeror, Aircraft Service International, Inc. DBA: ASIG ("ASIG"), was ranked as the best qualified offeror, and will therefore be given the opportunity to negotiate with GIAA, and subsequently be awarded the contract. We directed our attorneys to obtain the records regarding that selection, however GIAA asked for an extension up to September 17th to provide the documents asked for. Without an ASIG record to review, JMI contacted the Contractor's Licensing Board ("CLB") on September 13th, and learned on September 17th, that ASIG does not hold a valid Contractor's License. Also, the procurement record provided by GIAA was incomplete and contained no substantive documents regarding ASIG's proposal.

More, it appears that ASIG has never held a Guam contractor's license despite providing technical expertise and contractor services to GIAA for over 5 years. It appears from the CLB records that ASIG is non-responsive to the RFP since ASIG does not have the valid licenses to perform the RFP as specified. Furthermore, ASIG is a non-responsible offeror since it cannot legally perform what the RFP seeks, and has inappropriately accepted fees from GIAA despite not having the proper licenses needed to earn those fees in the first place. The CLB is aware of ASIG's unlicensed operations, and will be initiating an investigation into the matter in the near future.

These facts, the impending award to ASIG, and the requirement that JMI bring these reasons for its grievement under the procurement law to GIAA's attention in a timely manner leave us no choice but to lodge this protest with your agency.



To be certain, the grounds for our protest are summarized here:

1. Intended Awardee ASIG was non-responsive to the RFP, as the RFP requires a Specialty Contractor License with the Guam Contractors License Board;
2. Intended Awardee ASIG is a non-responsible offeror, as ASIG is unlicensed on Guam to perform the work it has offered to do for GIAA, and has impermissibly taken payments for work previously done for GIAA despite not having the necessary licenses; and
3. Because GIAA was delayed in preparing the procurement record to provide our attorneys and has not provided JMI with a either full copy of the proposals submitted by ASIG or the entire record of this procurement kept by GIAA, JMI is compelled to protest what it views as an incomplete and improperly kept record of procurement.

JMI has had a mutually respectful and beneficial relationship with GIAA for many years, and this protest is being lodged as part of a sincere effort to call the airport's attention to a failing in its evaluation and of its intended award to ASIG. GIAA is about to enter into a contract with a contractor that, under the terms of the RFP specifically, and Guam law generally, cannot legally perform. More, that contractor, as an improperly licensed entity, would be receiving funds from the airport that it could not legally invoice for.

As a reputable local 43 year-old company, we believe GIAA should only enter into contracts with responsible and responsive companies. JMI's Guam connections run deep, and our history and familiarity with the airport's systems makes us uniquely suited to perform the services the airport needs under the RFP. We respectfully ask that you review the matter of our protest, and once you confirm that ASIG is indeed unlicensed, issue the award of the RFP to JMI-Edison as the next responsible and responsive offeror.

As this is a pre-award procurement protest of GIAA RFP-005- FY21, this protest serves as a statutory trigger for an Automatic Stay regarding the continued procurement of the IFB. As you know, Guam law mandates that GIAA freeze this procurement in place, and shall not proceed further with the solicitation or with the award of the contract until this protest and all potential appeals are resolved.

Sincerely yours,

Ed Ilao, P.E.
President
JMI-EDISON

Cc: Henry M. Cruz
Supply Management Administrator

EXHIBIT H

September 30, 2021

TRANSMITTED VIA EMAIL: ed ilao@jmiguam.com

Mr. Ed Ilao, *President*
Johndel International, Inc. d/b/a JMI-Edison
130 Siket Street
Harmon Industrial Park
Tamuning Guam, 96913

RE: Denial of Procurement Protest
JMI-Edison Sept. 21, 2021 Protest Letter – GIAA RFP 005-FY21
JMI-Edison Sept. 27, 2021 Protest Supplement Letter – GIAA RFP 005-FY21

Hafa Adai Mr. Ilao,

The A.B. Won Pat Guam International Airport Authority (“GIAA”) is in receipt of Johndel International, Inc.’s (“JMI-Edison”) September 21, 2021 letter protesting the ranking of another firm above your firm related to GIAA RFP 005-FY21. GIAA is also in receipt of a letter dated September 27, 2021, titled “procurement protest supplement.” I have reviewed the Letter and the supplement, the three bases you outline in support of your protest, and the record of the procurement to date. Based on that review, JMI-Edison’s protest of procurement GIAA RFP 005-FY21 is hereby **denied** for the reasons set forth below.

1. The highest ranked offeror was deemed qualified based on the criteria set forth in the RFP.

The first two grounds allege that the offeror ranked highest by the GIAA evaluation committee submitted a proposal that was non-responsive to the RFP, and further that the offeror was not a responsible offeror. JMI-Edison alleges that the RFP “requires a Specialty Contractor License with the Guam Contractors License Board” and based on JMI-Edison’s research, JMI-Edison alleges the Offeror lacks such license.

a. JMI-Edison’s license-related protest is untimely.

The individual who executed the JMI-Edison proposal in response to the RFP, the letter of protest dated September 21, 2021, and the supplement dated September 27, 2021 was virtually present at the GIAA Board Meeting on August 26, 2021 where the best qualified offeror was publicly announced. Additionally, GIAA delivered to JMI-Edison a notice that it was not the highest ranked offeror on August 30, 2021. Despite this, JMI-Edison and its attorneys, by its own admission, waited until September 13, 2021 to investigate the highest ranked offeror’s compliance with what JMI-Edison viewed as a license “required” of the RFP.

Under Guam law, an aggrieved individual must submit a protest within fourteen (14) days after such aggrieved individual knows or should know the facts giving rise thereto. Therefore, JMI-

Edison had until September 10, 2021, fourteen days after the highest ranked offeror was publicly announced in a public meeting, where JMI-Edison's representative was in attendance, to raise the issue of the highest ranked offeror's lack of a license JMI-Edison believes is required for the RFP. Therefore, JMI-Edison's protest on this basis is untimely, and for that reason is denied.

b. JMI-Edison is not entitled to determine the substantive requirements of a GIAA RFP.

Alternatively, JMI-Edison's protest on this basis is also denied because the responsiveness of an offeror who submits a proposal is based on the offeror's satisfaction of the requirements in the RFP, not on JMI-Edison's allegation that a specific license related to the services the RFP seeks, is required. Here, the Evaluation Committee reviewed the proposal submitted by the highest ranked offeror and determined that the proposal satisfied the requirements of the RFP. Therefore, your protest that the highest ranked offeror's proposal was non-responsive is denied.

GIAA also determined that the best qualified offeror and JMI-Edison were qualified to provide the Services sought in the RFP, based on each firm's proposal. Responsiveness and responsibility determinations in the RFP context refer to the qualification of an offeror to offer professional services. Given that both JMI-Edison and the highest ranked offeror were deemed qualified, GIAA was at the time of the FOIA in negotiations with the highest ranked offeror in accordance with applicable law and regulations. JMI-Edison is not entitled to amend the RFP based on its interpretation of the services to be offered, and the licensure JMI-Edison believes is required of the same. The actual requirements of the RFP, and not JMI-Edison's interpretation, control. The highest ranked offeror was deemed qualified due to their capacity, based on their proposal, to provide the services sought. This renders the highest ranked offeror a responsible offeror. Your protest that the offeror was not a responsible offeror is therefore denied.

For the reasons set out herein, JMI-Edison's protest on the basis that the highest ranked offeror lacks a certain license JMI-Edison believes is necessary for the services sought in the RFP, is hereby denied.

2. JMI-Edison is not allowed to obtain other Offerors' proposals and records prohibited by the Sunshine Act.

JMI-Edison next alleges that in its view the procurement record related to GIAA RFP 005 FY21 is "incomplete and improperly kept." However, JMI-Edison admits it has not had the opportunity to review certain documents related to this procurement.

GIAA denies any and all allegations related to the proper and complete keeping of the procurement record in this matter. On September 17, 2021, GIAA responded to a request by JMI-Edison's attorneys Joshua Walsh and Joseph Razzano for documents under the Sunshine Reform Act of 1999. GIAA provided digital copies of 252 pages of documents that fell within the items specifically enumerated in 5 G.C.A. Section 5249.

However, JMI-Edison's attorneys also requested copies of "the proposals submitted by all bidders to the RFP, and the evaluation sheets from all GIAA Evaluators, and questions and answers submitted for the RFP." Notably, Section 5249 does not list proposals of offerors among the items

that are public. Instead, Guam Procurement regulations specify that “[p]roposals shall not be opened publicly nor disclosed to unauthorized persons . . .” 2 GARR § 3114(h) (further mandating that “[a] Register of Proposals shall be established [which] shall be opened to public inspection only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection”). These regulatory provisions governing the handling of proposals are supported by statutory provisions in the Guam Procurement law. See 5 G.C.A. § 5216(d) (stating while the head of a purchasing agency may have discussions with any offeror who submitted a proposal, such “[d]iscussions shall not disclose any information derived from proposals submitted by other offerors”) 5 G.C.A. § 5216(d); see also, 5 G.C.A. § 5230(b) (mandating that certain information related to responsibility determinations “shall not be disclosed” outside of the purchasing agency without the offeror’s consent);

Additionally, GIAA informed JMI-Edison’s attorneys that because the procurement was ongoing, (1) documents related to the price negotiations with the highest ranked offeror and (2) documents protected by certain privileges and/or exemptions under the Sunshine Reform Act were withheld from GIAA’s response. See e.g., 5 G.C.A. §§ 10108(i), 10109. GIAA also made clear that the disclosure was made as of September 16, 2021 and was subject to change because the procurement process was ongoing.

JMI-Edison now alleges the procurement record in this matter is incomplete or was improperly maintained. To the contrary, GIAA has maintained the record in accordance with law and regulations and on September 17, 2021 disclosed portions of the record which authorized by law and withheld documents specifically mandated by law. JMI-Edison’s assumptions supporting its allegations otherwise are baseless. Also, noticeably absent from JMI-Edison’s “protest” in this regard is an allegation that any specific defect JMI-Edison alleges related to the procurement record, was somehow material to the ranking of the offerors who submitted proposals related to the subject RFP. When the procurement is completed, the procurement record in this matter will be reviewed in accordance with applicable law and regulation.

Based on the foregoing, JMI-Edison’s protest dated September 21, 2021, as supplemented on September 28, 2021, is hereby denied in its entirety. Pursuant to 5 G.C.A. Section 5425, JMI-Edison is hereby informed of the right to appeal this decision to the Office of Public Accountability, and the right to judicial review. Nothing herein is construed as a waiver of any such right, remedy, claim for relief or defense available to GIAA. The same are hereby reserved.

Respectfully,


JOHN M. QUINATA
EXECUTIVE MANAGER, GIAA

EXHIBIT I



P.O. Box 8770 Tel (671) 646-0300
Tamuning, GU 96931 Fax (671) 646-8823
www.guamairport.com

EMAIL: official@guamairport.net

WE'RE ON IT
24/7

September 9, 2021

Via email: jdwalsh@rwtguam.com

Mr. Joshua D. Walsh, Esq.
Razzano Walsh & Torres
Pan American Bldg.
139 Murray Blvd., Suite 100
Hagatna, Guam 96910

SUBJECT: JMI-Edison's Request for Documents Delivered on August 31, 2021


Dear Mr. Walsh:

Håfa Adai. We are in receipt of your September 9, 2021 letter stating that our response to subject letter was not received by your office.

Attached is a copy of the letter along with the attempted email delivery transmittal of September 7, 2021. We apologize for the typographical error in the email address.

Should you have any questions or require further assistance, please contact our office at 646-0300.

Si Yu'os Ma'åse,


John M. Quinata
Executive Manager

Attachments





EMAIL: official@guamairport.net

ATURIDAT PUETTON BATAKON
AIREN GUAHAN ENTENASHONAT

September 7, 2021

EMAIL: jdwalsh@rwtguam.com

Mr. Joshua D. Walsh, Esq.
Razzano Walsh & Torres
Pan American Bldg.
139 Murray Blvd., Suite 100
Hagatna, Guam 96910

SUBJECT: August 31, 2021 Request Under Sunshine Reform Act of 1999


Dear Mr. Walsh:

The Antonio B. Won Pat International Airport Authority, Guam ("GIAA") is in receipt of your August 31, 2021 request to review the "entire public procurement record for RFP No. RFP-005-FY21, including but not limited to the proposals submitted by all bidders to the RFP . . ."

Please note that your request will likely require GIAA to examine over 500 pages of documents in anticipation of responding to your request. The review process is also affected by the public health emergency related to the Coronavirus Disease-2019 ("COVID-19"). Therefore, pursuant to 5 G.C.A. § 10103(e), I find that your request and GIAA's response constitute unusual circumstances, and merit an extension. I intend to respond to your request on September 17, 2021.

Nothing in this letter is intended to admit the existence of public records/documents in response to your request. Additionally, this letter does not waive any applicable privilege, confidentiality protection or exemption from disclosure under the Sunshine Reform Act of 1999, at law or in equity. All such privileges, confidentiality protections and exemptions are expressly reserved at this time.

Sincerely,


John M. Oshata
Executive Manager

From: "GIAA Official" <official@guamairport.net>
To: "jdwalsh@rwtguam.com" <"jdwalsh@rwtguam.com">
Date: 09/07/2021 05:09 PM
Subject: August 31, 2021 Request Under Sunshine Reform Act of 1999

Electronic Transmittal

Date:	9/7/21
To:	Mr. Joshua D. Walsh, Esq
From:	Executive Manager, John M. Quinata
Subject:	August 31, 2021 Request Under Sunshine Reform Act of 1999

Attachment (s):	Response letter dated September 7, 2021

X	For your information and use		For your review and action
	Per your request		For signature and return to our office
	Per our conversation		Please provide us with copy
	For your approval		For Billing Purposes

This email is being sent on behalf of the Executive Manager, John M. Quinata. Should you have any questions or require additional information, please email via official@guamairport.net or contact our office at 646-0300.

Transmitted by:	rub
-----------------	-----

From: admin_sup@guamairport.net
 To: "Official Email" <official@guamairport.net>
 Cc:
 Date: Tue, 07 Sep 2021 16:55:49 +1000
 Subject: Scanned from admin_sup@guamairport.net

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Sent by: [admin_sup@guamairport.net]

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:
Device Name: XR9C934E4A4E8E

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

***** GIAA *****
***** Official Use Only *****

P.O. Box 8770, Tamuning, Guam 96931
355 Chalan Pasaheru, Tamuning, Guam 96913
TEL (671) 646-0300 FAX (671) 646-8823
www.guamairport.com

CONFIDENTIALITY NOTICE:

This message (including any attachments) contains information that is confidential and proprietary to GIAA and/or A.B. Won Pat International Airport Authority, Guam, and that is for the sole use of the intended recipients. If you are not an intended recipient, you may not read, print, retain, use, copy, distribute, forward or disclose to anyone this message or any information contained in this message (including any attachments). If you have received this message in error, please advise the sender of this error by reply e-mail, and please destroy all copies of this message (including any attachments).**