

**DEPARTMENT OF CORRECTIONS ELECTRONIC LOCKING SYSTEM UPGRADE,
DESIGN-BUILD**

PROJECT No.: 440-5-1062-F-MAN

**EDDIE BAZA CALVO
Governor of Guam**

PREPARED BY:



**DIVISION OF CAPITAL IMPROVEMENT PROJECTS
CONTRACTS ADMINISTRATION SECTION
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM**

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2016

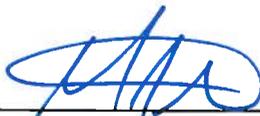
RECOMMEND APPROVAL:

APPROVED BY:



JOHN F. CALANAYAN
Engineer in Charge
Department of Public works

Date: 10/14/16



GLENN LEON GUERRERO
Director
Department of Public works

Date: 10/14/16

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INVITATION TO BID



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY TENORIO
Lt. Governor



INVITATION TO BID

The Governor of Guam, Eddie Baza Calvo, through the Director of the Department of Public Works is soliciting sealed bids for the **“Department of Corrections Electronic Locking System Upgrade, Design-Build, Project No.: 440-5-1062-F-MAN”**. Sealed bids in duplicate will be received at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Building “B”, Department of Public Works, Government of Guam, no later than **2:00 p.m. November 15, 2016**. At this time and place all bids will be publicly opened and read aloud at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Building “B”, Department of Public Works.

Contract time is one hundred eighty (180) calendar days. All bids must be accompanied by a bid security, in the amount of 15% of the total bid amount. Acceptable forms of bid security may be bid a bond, certified check or cashier’s check made payable to the Treasurer of Guam.

A non-refundable amount of \$25.00 is required as payment for bid documents, which can be obtained from the Contract Administration Technical Services, Building B - Department of Public Works commencing **on October 17, 2016**. A receipt of payment at the cashier at the One Stop Office, Building “A”-Department of Public Works should be presented when applying for the bid documents.

This Invitation for Bid (IFB) is available to download from DPW’s website at www.dpw.guam.gov. If downloaded, the Twenty Five U.S. Dollars (\$25.00) non-refundable fee is to be paid prior to submission of sealed bid. No bid will be entertained if the fee has not been paid. Also, upon obtaining the IFB prospective offerors must complete the registration to DPW in order to receive any addenda or other notices related to this IFB [5GCA 5220 (b)].

The Department of Public Works hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award.

The right is reserved to reject any or all bids and to waive any imperfection in the bids in the interest of the Government of Guam.

A pre-bid conference will be held **on October 31, 2016 at 10:00 a.m.** at the Division of Capital Improvement Projects, Chief of Engineer’s Conference Room, 2nd Floor, Building “B”, Department of Public Works. A site investigation on the proposed project will be conducted immediately after the pre-bid conference, to allow prospective bidders to familiarize themselves with the project’s site conditions. Attendance for the pre-bid conference and site visit is mandatory.

GLENN LEON GUERRERO
Director

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Sealed bids in duplicate for the “**Department of Corrections Electronic Locking System Upgrade, Design-Build, Project No.: 440-5-1062-F-MAN**” will be received by the Department of Public Works at the Division of Capital Improvement Projects-Contracts Administration Section. Bids will be publicly opened and read aloud shortly afterwards at the Division of Capital Improvement Projects-Contracts Administration Section, Building “B”, Department of Public Works.

Bids shall be made on the forms furnished by the Department of Public Works and shall be enclosed in a sealed envelope addressed to the Director of Public Works, Government of Guam, 542 North Marine Drive, Tamuning, Guam 96911 and endorsed with the name of the bidder and the title “**Department of Corrections Electronic Locking System Upgrade, Design-Build, Project No.: 440-5-1062-F-MAN**”.

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of contract, but expressly make certain of the representations and warrants made therein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect.

2. TIME OF COMPLETION

The Contractor shall commence work on the date specified in the Notice to Proceed. **The project shall be completed within one hundred eighty (180) calendar days**, complete and ready for use. In the event the Contractor does not complete the work within the time specified, liquidated damages will be assessed as stated in Section 5 of the Special Provisions.

3. PLANS AND SPECIFICATIONS

This invitation for bids consists of the following documents:

- a) Bid Invitation Documents
 - 1. Invitation to Bid
 - 2. Instructions to Bidders

- b) Bid Submittal Documents
 - 1. Bid
 - 2. Bid Form
 - 3. Major Shareholders Disclosure Affidavit
 - 4. Non-Collusion Affidavit

5. Affidavit Re No Gratuities or Kickbacks
6. Affidavit Re Ethical Standards
7. Declaration Re Compliance with U.S. DOL Wage Determination
8. Affidavit Re Contingent Fees
9. Submit current Contractors License issued by Guam Contractors Licensing Board

c) Contract Documents

1. Formal Contract
2. Special Provisions
3. General Conditions
4. General Scope of Work
5. Prevailing Wage Rates
6. Plans

4. PREPARATION OF BID

The bidder must submit his bid on the forms furnished by the Department of Public Works. All blank spaces in the bid forms must be correctly filled in where indicated and the bidder must state the prices in words and numerals for each item of the work required. In case of conflict between words and numerals, the words, unless obviously incorrect will govern.

The bidder shall sign his bid in the blank space provided therefore. If this bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation by one of the authorized officers thereof.

DPW Not Responsible for Preparation Costs. The costs for developing and delivering BID proposals in response to this IFB and any subsequent presentations of the Bid proposal as requested by DPW shall be at the sole cost and expense of the Bidder. DPW is not liable for any expense incurred by the Bidder in the preparation, delivery, and/or presentation of its Bid proposal or any other costs incurred by the Bidder.

5. BID SECURITY

Each bid must be accompanied by a deposit in the amount of not less than fifteen percent (15%) of the total bid price for which award can be made. Such deposit may be in the form of a bid bond, cashier's check or certified check made payable to the Treasurer of Guam. Should the successful bidder fail or refuse to execute and deliver the contract and performance and payment bonds required within fifteen (15) calendar days after acceptance of his bid by the Government, he shall forfeit to the Government of Guam as liquidated damages for such failure or refusal the security deposited with his bid

6. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, in the form provided with the bid, to the effect that he has not colluded with any other person, firm or corporation in regards to any bid submitted. Such affidavit shall be attached to the bid.

7. RIGHT TO ACCEPT AND REJECT BIDS

The Government of Guam reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the Government's interests. In the event that the successful bidder fails to execute the contract upon his part, the Government reserves the option to accept the bid of any other bidder within ten (10) working days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was the originally successful bidder.

8. METHOD OF AWARD

a. Bidding procedure involving only a BASE BID:

If the base bid is within the amount of funds available to finance the construction contract, contract award will be made to that responsible bidder submitting the low base bid.

b. Bidding procedure involving a BASE BID and ADDITIVE BIDS:

If the base bid is within the amount of funds available to finance the construction contract and the Owner wishes to accept additive bid, contract award will be made to that responsible bidder submitting the low combined bid, consisting of the base bid plus additive bids (applied in the numerical order as read on the bid form). Under this procedure, if the Owner wishes to award on only the base bid, then the contract award will be made to that responsible bidder submitting the low base bid. Award will be made to that responsible bidder submitting the lowest bid.

c. Bidding procedure involving BID ITEMS:

Under this procedure, contract award will be made to that responsible bidder submitting the lowest bid on a bid item or bid items.

d. Additive (Optional) High Definition (HD) Camera shall be awarded subject to availability of funds and in the order of priority.

9. COMPETENCY OF BIDDERS

The Government requires that all bidders are to submit satisfactory evidence that he has sufficient experience and he is fully prepared with necessary capital, material, machinery and skilled workmen and supervision staff to carry out the contract satisfactorily.

Accordingly, the Contractor must submit for review the following statements:

- a) Experience on similar work.
- b) Past performance of firm in accomplishing government projects in agreed time.
- c) Availability of plant, machinery and other equipment necessary for work.
- d) Quality of work presently performed for Government of Guam or other agencies.
- e) Contractor's diligence in carrying out responsibility.
- f) Record of good owner-contractor relationship.
- g) Previous record of bids qualification.
- h) Quality of supervisory personnel and areas of their performance.
- i) Record of past performance of government contracts including record of default and nonpayment of obligations.
- j) Possession of Government of Guam appropriate contractor's license.
- k) Financial resources.

Financial resources report shall be dated not more than six (6) months prior to bid opening, must be prepared by a certified accountant and shall contain at least the following information:

- 1) Total Assets
- 2) Total Liabilities
- 3) Total Current Assets
- 4) Total Current Liabilities
- 5) Bonding Capability

10. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise the specifications or drawings or both prior to the date set for opening bids. Such revisions, if any, will be announced by an addendum or addenda to this invitation for bid. If the addenda are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

11. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The Contractor 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 2 GAR Division 4 Section 11107 of the Guam Procurement Regulations.

12. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

The 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 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

13. ACCESS TO RECORDS AND OTHER REVIEW:

The Contractor, including its subcontractors, if any, shall maintain books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Government. Each subcontract by the Contractor made pursuant to this Agreement shall include a provision containing the conditions of this Section.

14. DISCLOSURE OF MAJOR SHAREHOLDERS:

- a) 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 bid. 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 the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. *Failure to submit the affidavit concerning commissions paid shall be deemed non-responsive and cause for rejection of the bid upon opening*

-END OF INSTRUCTION TO BIDDERS-

BID FORM

BID PRICE FORM

Date: _____

To: Director of Public Works
Government of Guam
542 North Marine Drive
Tamuning, GU 96913

Gentlemen:

The undersigned (hereafter called the Bidder), a

(Corporation, Partnership or Individual)
organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **Department of Corrections Electronic Locking System Upgrade, Design-Build, Project No.: 440-5-1062-F-MAN** all in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works for the sum of;

A). Base Bid Item 1-(Automated Locking System Installation/Upgrade)

(\$ _____) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

B). Additive and Optional Bid-(High Definition Camera System)

(\$ _____) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions at the place where the work is to be performed.

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) working days after receipt of such notice.

Item No.	Description	Post 6 Total	Post 7 Total	Post 17 Total
1	Design/Engineering Cost complete and ready for use as stated on General Statement of Work.			
2	Construction Cost complete and ready for use as stated on General Statement of Work.			
3	Cell Doors a). Existing Cell Doors & Exit door repair: lump sum cost complete and ready for use as stated on General Statement of Work. <ul style="list-style-type: none"> • Post 6-up to 35 cell doors • Post 7-one (1) exit door 			
4	b). New Cell doors replacement: lump sum cost complete and ready for use as stated on General Statement of Work. <ul style="list-style-type: none"> • Post 6-sixteen (16) cell doors 			
	Total Lump Sum Cost Per Post			
	ADDITIVE (Optional)			
5	Speaking Device for all solid doors listed (Optional)			
6	Four (4) year service and maintenance (Optional)			

(\$ _____)

Total lump sum cost for Base Bid Item No. 1; Posts #6, #7 & #17, (Not including ADDITIVE (Optional) Bid items 5&6) as per plan and the general statement of work, complete and ready for use:

Method of award will be made to that responsible responsive bidder submitting the lowest

base bid.

II. ADDITIVE (OPTIONAL) BID ITEM No 1-High Definition (HD) Camera Systems

		Priority 1	Priority 2	Priority 3
Item No.	Description	Post 7 Total	Post 17 Total	Post 6 Total
1	Design/Engineering Cost complete and ready for use as stated on General Statement of Work.			
2	Construction Cost complete and ready for use as stated on General Statement of Work.			
3	Total Additive Bid Cost Per Post			
4	Audible Listening Systems and Recordings (Optional)			
5	Four (4) year service and maintenance (Optional)			

(\$ _____)

Total lump sum cost for Additive (Optional) Bid Item No. 1; Posts #6, #7, & #17,(Not including Optional Bid Items 4 & 5) as per plan and the general statement of work, complete and ready for use:

Subject to Availability of Funds, method of award will be made to that responsible responsive bidder submitting the lowest ADDITVE (Optional) Bid based on the priority list determined by the Government.

The undersigned hereby acknowledges receipt of the following addenda:

	ADDENDUM NO.	DATED
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____

If awarded the contract, the undersigned shall be the authorized representative to bind into an agreement with the government and agrees to complete the work within the contract time stipulated in this project.

The undersigned understands that the Government reserves the right to reject any or all bid or to waive any informality or technicality in any bids in the interest of the Government.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY) *(Name and Signature)*

(TITLE)

(BUSINESS ADDRESS)

BID BOND

BID BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____

(Name of Contractor)

As Principal, hereinafter called the Principal and _____

(Name of Surety)

a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$_____), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **“DEPARTMENT OF CORRECTIONS ELECTRONIC LOCKING SYSTEM UPGRADE, DESIGN-BUILD”**

NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall not withdraw said bid within sixty (60) calendar days after the opening of bids, and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Territory of Guam in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 2016

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

MANDATORY/LEGAL REQUIREMENTS

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

TERRITORY OF GUAM)
) ss.
 HAGATNA, GUAM)

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

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

[] The offeror is a corporation, partnership, joint venture, or association known as

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

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

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

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

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

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

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

 NOTARY PUBLIC
 My commission expires: _____

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

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

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

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

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

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

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

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

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

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

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

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

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

_____.

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

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

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

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

Subscribed and sworn to before me

this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement/Project No.: _____

Name of Company: _____

hereby certifies under penalty of perjury:

- (1) That I am _____
(the offeror/ a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing procurement;
- (2) That I have read and understand the provisions of 5GCA § 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 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 Marianas 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 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 5GCA § 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)

FORMAL CONTRACT

CONTRACT NO. _____

CONTRACT

(Contractor)

Public Works
(Department)

2016

Contract for: **Department of Corrections Electronic Locking System Upgrade,
Design-Build**

Project No.: **Project No.440-5-1062-F-MAN**

Amount: \$

Place: Mangilao, Guam

FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this _____ day of _____ 2016, by and between the Government of Guam, hereinafter called the "Government", represented by the Contracting Officer executing this contract, party of the first part, and _____, a sole proprietor/partnership/corporation of Guam, hereinafter called the "Contractor", party of the second part.

WITNESSETH, That whereas the Government intends to perform the **“Department of Corrections Electronic Locking System Upgrade, Design-Build; Project No.: 440-5-1062-F-MAN”**, hereinafter called the "Project", in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works.

NOW THEREFORE, the Government and Contractor for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all the work required for the construction of the Project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____

(a) Contract Time: The Contractor agrees to commence work under this contract upon written notice to proceed, and **to complete the project ready for use and operation within one hundred eighty (180) calendar days** of the commencement of the contract time as stated in the Instructions to Bidders of the contract.

(b) Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the contract documents. The contract documents shall not be construed as creating any contractual relation between any subcontractor and the Government.

II. SUBJECT TO AVAILABILITY OF FUNDS, THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, *the contract amount of* _____ (*\$*_____) *plus* any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under the terms as stated in the General Conditions of the contract, all in accordance with the terms as stated in the contract documents.

(a) Progress payments will be made as specified in the General Conditions.

III. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the contract documents, all of which are made a part hereof, and collectively evidence and constitute the contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a) Invitation to Bid
- b) Instructions to Bidders
- c) Bid Form
- d) Formal Contract
- e) Special Provisions
- f) General Conditions
- g) Prevailing Wage Rates

- h) Plans
- i) Addendum(s)

IV. LIQUIDATED DAMAGES: The Contractor further agrees to pay to the Government the amount *of one-fourth of one percent of the contract value per calendar day*, not as a penalty, but as a reasonable liquidated damages for breach of this contract by the Contractor by his failing, neglecting or refusing to complete the work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the contract for completing the work ready for use and/or operation.

V. WARRANTY: The Contractor hereby warrants that the equipment listed in the General Statement of Work shall be free of defect for a period of five (5) years from the date of occupancy permit. Contractor further agrees to repair or replace, at no cost to the Owner, any equipment that fails during the warranty period.

VI. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

VII. OTHER CONTRACTS. The Government may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work

by any other contractor.

VIII. DISPUTES.

1. The government and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the government had issued a decision adverse to the contractor.

2. The government shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

3. The government's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.

4. This subsection applies to appeals of the government's decision on a dispute. For money owed by or to the government under this contract, the contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government or from the date when a decision should have been rendered. For all other claims by or against the government arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government. Appeals to the Office of the Public Auditor must be

made within sixty days of the government's decision or from the date the decision should have been made.

5. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

6. The contractor shall comply with the government's decision and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the contract, except where the contractor claims a material breach of the contract by the government. However, if the government determines in writing that continuation of services under the contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government.

IX. **CONTRACT BINDING.** It is agreed that this contract and all of the Covenants hereof shall inure to the benefit of and be binding upon the Government and the Contractor respectively and his partners, successors, assignees and legal representatives. Neither the Government nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the building or works covered by this contract, or the land upon which the same is situated.

X. **RESTRICTION.** The service provider warrants that no person in its employment who has been convicted of sex offense under the provisions of chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code

Annotated , or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

XI. INDEMNITY. Contractor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.

XII. CLAIMS AGAINST GOVERNMENT. The Contractor expressly recognizes that the Government Claims Act (Title 5 of the Guam Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Contractor against the Government if the claim arises out of or in connection with this agreement. The Contractor also expressly recognizes that all other claims by the Contractor against the Government are subject to the Guam Procurement Law (Title 5 of

the Guam Annotated, Chapter 5).

XIII. CONSENT TO JURISDICTION. The Contractor hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

XIV. MANDATORY REPRESENTATION BY CONTRACTOR REGARDING GENERAL ETHICAL STANDARDS (2 GAR Div. 4 11103 (b)). With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any Government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

XV. MANDATORY REPRESENTATION BY THE CONTRACTOR REGARDING PROHIBITION AGAINST GRATUITIES AND KICKBACKS (2 GAR Div. 4 11107(e)) With respect to this Agreement and any other contract that the Contractor may have or wish to enter into with any Government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

CONTRACTOR

GOVERNMENT

Date: _____

GLENN LEON GUERRERO
Director
Department of Public Works

Date: _____

CERTIFIED FUNDS AVAILABLE:

ALBERTO LAMORENA
Director
Department of Corrections

Certifying Officer
Department of Corrections

Date: _____

Allotment No.:

CLEARED AS PER BBMR'S REVIEW:

Amount:

APPROVED AS TO LEGALITY AND FORM:

JOSE A. CALVO
Director
Bureau of Budget Management and Research

ELIZABETH BARRETT ANDERSON
Attorney General

Date: _____

Date: _____

APPROVED:

EDDIE BAZA CALVO
Governor of Guam

Date: _____

PERFORMANCE AND PAYMENT BONDS

PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that _____

(Name of Contractor)

hereinafter called the Contractor and _____

(Name of Surety)

a corporation duly organized under the laws of the State of _____

and authorized to transact business in Guam, as Surety, are held and firmly bound unto the Government of Guam, as obligee, hereinafter called the Government for use and benefit of

claimants as herein below defined, in the amount of

_____ Dollars (\$_____)

for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated _____, 2016

entered into a Contract with the Government for the **“Department of Corrections Electronic Locking System Upgrade, Design-Build, Project No.: 440-5-1062-F-MAN”** in accordance with

Drawings and Specifications prepared by the Department of Public Works, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor

shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in

the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Government provided the same is within the scope of the Contract.
- B. Whenever Contractor shall be and is declared in default by the Government to be in default under the Contract, the Government having performed territorial obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Government and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Government, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph shall mean the total amount payable by the Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Government or successors of the Government.
- C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above-named Contractor and Surety hereby jointly and severally agree with the Government that every claimant as herein defined, who has not been paid in full before the expiration of a period of forty five (45) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Government shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following:

The Contractor, the Government, or the Surety above named, within forty five (45) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS _____ day of _____, 2016, A.D.

IN THE PRESENCE OF:

(Note: If the Principals are Partners, each must execute the Bond)

(WITNESS)

(CONTRACTOR) (SEAL)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

GENERAL CONDITIONS

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GENERAL CONDITIONS

GENERAL CONDITIONS

I. DEFINITIONS

1. Owner

The term "Owner" as used herein means the Department of Corrections Government of Guam, and the Governor of Guam, and/or his authorized representatives.

2. Contracting Officer

The term "Contracting Officer" as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.

3. Contractor

The term "Contractor" as used herein means the party or parties who or which shall have duly entered into a contract with the Government of Guam to perform the work herein contemplated or his or their authorized assignee.

4. Notice

The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.

5. Forms Enclosed

The copies of the form of agreement, form of bid bond, form of performance and of payment bond enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

II. CONSTRUCTION CONTRACT

1. Contract Documents

(a) The contract documents consist of the Agreement, the drawings, and specifications, including all addenda and alterations made in the documents prior to their execution.

(b) The contract documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.

(c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all. In case of discrepancies between the contract documents, the specifications shall take precedence over the drawings, and the agreement shall take precedence over the drawings and specifications. Any discrepancies between the contracts documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.

(d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement in the drawings, specifications, proposals, contract, and bond related to the work to be carried on, said documents being on file in the Contracts Administration Section office, Department of Public Works, Tumon, Guam.

2. Drawings

(a) The general character and scope of the work are illustrated by the drawings. Any additional detail drawings and other information deemed necessary by the Contracting Officer will be furnished to the Contractor when and as required.

(b) In case of differences between small scale and large scale drawings, the large-scale drawings shall govern. Figured dimensions on the drawings shall be considered primary compared with measurements obtained through scaling of drawings. The Contractor shall verify all dimensions, and if any be lacking, he shall call the attention thereto and be governed by the decision of the Contracting Officer.

(c) Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work.

(d) Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical.

(e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph, shall not be construed (1) as permitting any departure from the contract requirements, (2) as relieving the Contractor of the

responsibility for any error in details, dimensions and otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Detail Drawings and Instructions

(a) The Contractor will be furnished additional instructions and detail drawings as may be necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor shall be consistent with the contract documents and true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

(b) The Contracting Officer, at any time, without notice to the sureties may, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services for site; or
- (4) Directing acceleration in the performance of the work.

(c) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instructions, interpretations or determination from the Contracting Officer) which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a change order.

(d) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment hereunder.

(e) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly, provided, however, that except for claims based on defective specifications no claim for any change under (b) above shall be allowed for any costs incurred more than 20 calendar days before the Contractor gives written notice as therein required. And provided further, that in the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(f) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 calendar days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under (b) above.

(g) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4. Shop Drawings

(a) The Contractor shall submit for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal so that if any variations are acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawing.

5. Specifications and Drawings

(a) The Contractor shall keep on the work site a copy of the drawings and specifications including all authorized change orders, and shall at all times give the Owner, Contracting Officer and their representatives access thereto.

(b) All drawings and specifications and copies thereof furnished by the Contracting Officer are his property and shall not be used on other projects without his consent. Upon completion of this project all copies of the drawings and specifications except the signed contract sets are to be returned to the Contracting Officer upon his request.

6. Special Requirements

(a) Where special requirements, provisions or specifications or detailed specifications are attached hereto or are included in the proposal they shall be considered a part of these general conditions or specifications or detailed specifications as fully as if contained herein. Should any special provisions be in conflict with these general conditions or specifications or detailed specifications, said special requirements, provisions or detailed specifications shall govern.

(b) Person in charge of electrical wiring and installations shall be a licensed Master Electrician and/or registered electrical engineer in Guam.

7. Explanation to Bidders

No oral explanation in regard to the meaning of the drawings and specifications will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated in writing to the Contracting Officer for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them. Every interpretation made to a bidder will be in the form of an addendum to the contract documents which, if issued, will be sent as promptly as practicable to all persons to whom the drawings and specifications have been issued. All such addenda shall become part of the contract documents.

III. BIDS, BIDDER RESPONSIBILITIES

1. Conditions at Site or Building

(a) Bidders should visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his bid. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the conditions thereof, accessibility or the amount of

kind of work to be performed.

2. Submission of Bids

(a) The bidder is required to bid on all items called for in the Bid Form.

(b) Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind may be rejected by the Owner as being incomplete.

(c) Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", (agent or other designation, without disclosing his principal), may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. Bid Guarantee

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the total bid amount for which an award can be made. Bid guarantee may be bid bond (form enclosed), certified check or cashier's check. Bid bond shall be signed by the bidder, two major officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety and shall be accompanied with copies of current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf. Certified check or cashier's check must be issued by a banking institution licensed to do business on Guam and shall be made payable to the Treasurer of Guam. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance with the form of agreement included as a part of the contract documents, and that the required performance and payment bond will be given; and that in the event of the withdrawal of said bid within said period, or the failure to enter into said contract and give said bond within fifteen (15) working days after

he has received notice of the acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof. The bid guarantee shall be returned to all except the three lowest bidders within three days after the formal opening of bids. The bid guarantee of the second and/or third low bidder shall be returned thirty (30) calendar days after the bid opening date upon request, provided that he has not been notified by the Owner of the acceptance of his bid prior to the date of such request. The bid guarantee of the lowest qualified bidder shall be returned within forty eight (48) hours after the Owner and the qualified bidder have executed the contract.

4. Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right to the withdrawal of the bid after it has been opened.

5. Publicity of Bids

At the time fixed for the opening of bids, the contents of the bids will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

6. Receipt and Opening of Bids

(a) Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty it is to open them will decide when the specified time has arrived and bids received thereafter will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

(b) Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to time set for opening.

7. Rejection of Bids

The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner and to reject the bid of a bidder who is not in a position to perform the contract.

8. Award of Contract

(a) The contract will be awarded as soon as possible to the lowest responsive and responsible bidder, provided it is in the interest of the Owner to accept his bid.

(b) The Owner reserves the right to waive any informality in bids received

when such waiver is in the interest of the Owner. The Owner also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by the Owner.

9. Performance and Payment Bond

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

10. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of same.

IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

1. Authority of Contracting Officer

The Contracting Officer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Contracting Officer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid or under this contract and shall decide all questions which may arise in relation to paid work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Contracting Officer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Contracting Officer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

Any difference or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Contracting Officer.

2. Contractor's Obligations

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified in accordance with the plans and drawings of the work covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Contracting Officer as given from time to time during the progress of the work. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on and complete the entire work to the satisfaction of the Contracting Officer and the Owner.

3. Superintendence by Contractor

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress with authority to act for him.

4. Subcontracts

(a) Nothing contained in the specifications or drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

(c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.

(d) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.

(e) The Owner will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

(f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind

subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Owner any exercise over the Contractor under any provisions of the contract documents.

5. Subletting

Subletting part of the work is permitted. However, bidder must note that subletting in excess of the following is not allowed:

(a) Where the subletting is for both labor and material, total cost of sublet work shall not exceed 49% of the contract amount.

(b) Where subletting is for labor only, sublet work cost shall not exceed 20% of the total contract amount. Information concerning subcontracts must form a part of the bid documents and shall be submitted on standard "Subcontract" information form.

6. Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner and of all the sureties executing any bonds on behalf of the Contractor in connection with said contract. In case the Contractor assigns the whole or any part of said contract or assigns all or any part of any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor or otherwise shall be subject to all of the terms and conditions of said contract or supplemental thereto, the rights and remedies of the Owner thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract.

7. Equal Opportunity

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to insure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Hiring of Apprentices

The Contractor shall hire for performance of work under this contract apprentice(s) to be employed in the performance of work under this contract in accordance with Executive Order No. 2012-04 date Feb. 17, 2012 (**See Attachment "A" to General Conditions**).

9. WAGE AND BENEFITS DETERMINATION FOR SERVICES

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

Offerors submitting proposals must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802.

All persons employed on this project shall be paid not less than minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam. Prevailing wage rates of Department of Labor, Government of Guam are attached herewith and shall be deemed a part of the contract documents.

For the latest U.S. Department of Labor Wage Determination: Guam, Northern Marianas Islands, visit <http://www.wdol.gov/wdol/scfiles/std/05-2147.txt>

10. Laws, Permits and Regulations

(a) Building permit for the project shall be secured by the Contractor. Building permit and plan checking fees shall be paid for by the Contractor.

(b) The Contractor shall pay all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials or other purposes.

(c) The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to work hereunder unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirement of this contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Contracting Officer and any necessary adjustment of the contract shall be made as specified under Changes in Work.

11. Contractor's and Subcontractor's Insurance

(a) The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(b) Workman's Compensation and Employer's Liability Insurance-The Contractor shall take out and maintain during the life of this contract the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

(c) Bodily Injury Liability and Property Damage Liability Insurance-The Contractor shall take out and maintain during the life of this contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

(1) Bodily Injury Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per person for injuries including wrongful death and in an amount not less than Three Hundred Thousand

Dollars (\$300,000.00) for injuries including wrongful death resulting from one accident.

(2) Property Damage Insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) for damages resulting from any one accident and in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damages resulting from all accidents.

(d) Owner's Protective Liability Insurance - The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owner's protective liability insurance in amounts as specified in paragraph 11 (c), above for bodily injury liability insurance and for property damage liability insurance.

(e) Fire Insurance - The Contractor shall insure the building or other work included in this contract against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement, in an insurance company or companies acceptable to the Owner, the amount of the insurance at all times to be at least equal to the amount paid on account of work and materials and plus the value of work or materials furnished or delivered but not yet paid for by the Owner. The policies shall be in the names of the Owner and the Contractor, and their interests may appear. Certificates of the insurance company as to the amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before monthly partial payments are made.

**12. Supplemental to Contractor's and Subcontractor's Insurance
(Not Applicable)**

(a) Flood Hazard Insurance - The Contractor during the life of this contract shall secure and maintain Flood Hazard Insurance in the amount equivalent to 100 percent (100%) of the contract amount for all damages. The policies shall be in the name of the Owner and the Contractor.

A certificate of the insurance company as to amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before commencing work.

13. Accident Prevention

(a) Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

(b) Should typhoon warnings be issued, the Contractor shall take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

14. Protection of Work and Property

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection by laws and regulations and local conditions must be provided and maintained.

15. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss of injury or property and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Contracting Officer, as the situation may warrant. He shall notify the Contracting Officer thereof immediately thereafter of any compensation claimed by the Contractor. Substantiating documents regarding expenses shall be submitted to the Owner through the Contracting Officer and the amount of compensation shall be determined by agreement or arbitration.

16. Mutual Responsibility of Contractors

If the Contractor or any of his subcontractors or employees causes loss or damage to any separate contractor on the work, the Contractor agrees to settle with such separate contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any loss so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any expenses or judgment arising therefrom.

17. Use of Premises and Removal of Debris

The Contractor expressly agrees to undertake at his own expense;

- (a) Smoking, vaping and use of any tobacco products inside the DOC premises is strictly prohibited.
- (b) Drinking/consuming any alcoholic products is strictly prohibited.
- (c) Contractors must be in strict compliance with all the Department of Corrections rules and regulations

- (d) All cell phones and any other mode of communications needs to be register with DOC.
- (e) To take every precaution against injuries to persons or damages to property;
- (f) To comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities;
- (g) to perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Owner;
- (h) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (i) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (j) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (k) to effect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor;
- (l) before final payment; to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all furnished surfaces.

18. Obstructions

The Contractor shall at his own expense remove all obstructions, the removal of which shall be necessary for the proper reception, performance, construction, installation and completion of all work under this contract.

19. Site of Contractor's Operations

The Contractor shall confine all construction operations within the vicinity of the site and shall arrange his work so that all construction materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon the public and employees of the Government.

20. Barricades

The Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

21. Electrical Energy

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits and provide and maintain his own electrical power and light as required and necessary in the progress of any branch of the work. He shall provide all temporary wiring necessary.

22. Water

The Contractor shall make all necessary applications, pay all fees and charges, and obtain necessary permits for construction of temporary water required for use on this project. The nearest available source of water tap shall be verified by the Contractor. The Contractor shall be responsible for all expenses required for conveying water to the site from the available nearest source.

23. Signs

The Contractor shall erect a sign at the project site at his own expense. The location of sign shall be as directed by the Contracting Officer. Size of signs, lettering, and other pertinent data that should appear on the sign will be furnished by the Contracting Officer to the Contractor.

V. QUALITY OF WORK

1. Engineering and Layout

(a) The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

(b) The Owner has established or will establish such general reference points as will, in his judgment, enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed or displaced, he shall promptly notify the Owner.

(c) The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in location without the written approval of the Owner. Any of them which may be lost or destroyed or which require shifting

because of necessary changes in grades or locations shall be subject to prior approval by the Owner, be replaced and accurately located by the Contractor.

2. Shop Drawings, Materials and Workmanship

Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

Shop Drawings

(a) The Contractor shall submit, for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if applicable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawings.

(f) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph 2 (e), shall not be construed (1) as permitting any departure from the contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; (3)

as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Standards

BUY AMERICAN PRODUCT:

Buy American requirement – all iron, steel, & manufactured goods and equipment used in project are produced in the United States

(a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade or modified in such reference.

(b) The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are not furnished to bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

(c) Reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form of type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

4. Samples

(a) The Contractor shall furnish for the approval of the Contracting Officer any samples required by the specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.

(b) No samples are to be submitted with bids.

(c) No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Contracting Officer, save only at the Contractor's risk and expense.

(d) Each sample shall have a label indicating the material represented its place of origin and the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked

as to indicate where the materials represented are required by the drawings or specifications.

(e) A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor and contain a list of the samples, the name of the building or work for which the materials are intended, and the brands of the materials and names of the manufacturers.

(f) The approval of any sample shall be only for characteristics or for the named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the work.

(g) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further samples of the same brand or make of that material.

(h) Test samples as the Contracting Officer may deem necessary will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples fail to meet the specifications requirement, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the Owner except where laboratory tests as hereinafter specified are required by the specifications.

5. Laboratory Tests

(a) Any specified laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Contracting Officer, and the reports of such tests shall be submitted to the Contracting Officer. The cost of the testing shall be paid for by the Contractor.

6. Methods

The Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with work embraced under these specifications, drawings and contract to secure a rate of progress which will secure completion of the work within the time specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of work or

said rate of progress, the Contracting Officer may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order. The failure of the Contracting Officer to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of work and said rate of progress and the completion of the work as required herein.

7. Labor and Materials

The Contractor shall furnish all labor, materials and equipment for the execution of the work according to the drawings, specifications and contract, and where no specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material finished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the Contractor guarantees to accomplish same for the entire work.

8. Guarantee of Work

(a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for five (5) years from the final completion of the contract or from full occupancy of the building by the Owner, whichever is earlier.

(b) If within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and

(2) Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the Contracting Officer, are the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the **terms of the contract**.

(c) In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.

(e) All special guarantees applicable to definite parts of the work shall be stipulated in the specifications or other papers forming a part of the contract and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

9. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the work relieve the Contractor from the responsibility of securing the quality and progress of work as required by these specifications.

Any defective work that may be discovered before the completion of the work or within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract.

The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

The Contracting Officer may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve the Contractor from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

VI. INSPECTION OF WORK

1. Access to the Work

The Contracting Officer and his representatives shall have access at all times to the work for inspection whatever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

2. Inspectors

Inspectors may be placed by the Contracting Officer to supervise each and every subdivision of the work or any parts or process thereof. The Contracting Officer and the inspectors shall have free access to all parts of the work at all times and shall be given every facility, information and means of thoroughly inspecting the work done and the materials used or to be used.

The inspectors shall at all times be free to perform their duties and any intimidation of any inspector by the Contractor or the employees thereof shall be sufficient reason, if the Owner shall so decide, to annul the contract.

3. As-Built Drawings

A contract set of drawings shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times. Upon completion of the contract this set of drawings shall be delivered to the Contracting Officer.

4. Inspection

(a) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be satisfactorily replaced with proper materials and the Contractor shall promptly segregate and remove the rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such materials and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in paragraph 5 of Section VII, Time for Performance, the Contractor and surety being liable for any damage to the same extent as provided in said paragraph 16 for termination thereunder.

(b) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests that may be required by the Contracting Officer. All inspections and tests shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The Contractor shall be charged with any cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus 15 percent shall be allowed the Contractor and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

5. Final Inspection

When the work is substantially completed the Contractor shall notify the Owner, in writing, that the work will be ready for final inspection and test on a definite date which shall be stated in such notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through the Contracting Officer who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the work will be ready for final inspection or tests on the date given but such endorsement shall not relieve the Contractor of this responsibility in the matter.

VII. TIME FOR PERFORMANCE

1. Prosecution of the Work

The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in the locality.

2. Suspension of Work

(a) Suspension for Convenience. - The Director of Public Works or the head of a Purchasing Agency may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of the time as the Director

of Public Works or the Head of a Purchasing Agency may determine to be appropriate for the convenience of the territory.

(b) Adjustment of Cost - If the performance of all or any parts of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Director of Public Works or the Head of a Purchasing Agency in the administration of this contract, or by the failure of the Director of Public Works or the Head of a Purchasing Agency to act within the time specified in the contract (or if no time specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract necessarily caused by such unreasonable suspension, delay, or interrupted and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:

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

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

(c) Time Restriction on Claim - No claim under this clause shall be allowed:

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

(2) unless the claim is asserted in writing as soon as practicable after the termination of such suspension , delay, interruption, but no later than the date of final payment under the contract.

(d) Adjustments of Price - Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

3. Termination for Convenience

(1) Termination - The Procurement Officer may, when the interest of the territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated becomes effective.

(2) Contractor's Obligations - The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of

termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

- (1) Right to Construction and Supplies - The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:
 - (a) any completed construction; and
 - (b) such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (hereinafter called construction material) as the contractor has specifically produced or specially acquired for the performance of the terminated part of the contract.

The contractor shall protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such construction, supplies, and construction materials in accordance with the standards of 14 GCA §2706 (UCC). (See end of Subsection 6101 (10)(d) for code quotation.) This in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

- (2) Compensation
 - (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations, bearing of such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with subparagraph (c) of this Paragraph.
 - (b) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data submitted as required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of

construction materials under Paragraph (3) of this clause, and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (b) of this paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:

(i) with respect to all contract work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:

(A) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such work; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(B) Cost of settling and paying claims arising out of the termination of subcontractors or orders pursuant to Paragraph (2) of this clause. This cost must not include cost paid in accordance with Subparagraph (c)(I)(A) of this Paragraph.

(C) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Paragraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of any sales of construction materials under Paragraph (3) of this clause, and the contract price of work not terminated.

(d) Cost Claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

4. Remedies Clause

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

3. Climatic Conditions

(a) When so ordered by the Contracting Officer, the Contractor shall suspend any work that may be subject to damage by climatic conditions.

(b) Contract Completion Time. The allowable work days for this contract were calculated after allowing for the following number of lost days in each month. Time extension on account of inclement weather will be allowed only if the daily report of the Contracting Officer's inspector indicates lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday shall be granted only if the Contractor confirms in writing at least seven (7) calendar days in advance his intention to work on weekends.

Month	Non-Working Days	Month	Non Working Days
January	07	July	10
February	05	August	11
March	05	September	12
April	04	October	10
May	05	November	07
June	06	December	07

4. Progress Report

The Contractor shall submit monthly progress report in triplicate to the Contracting Officer briefly setting forth work accomplished.

5. Owner's Right to Stop Work or Terminate Contract, Delays, Damages

(a) If:

(1) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors;

(2) A receiver or liquidator shall be appointed for the Contractor or for

any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days;

(3) The Contractor shall refuse or fail, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or

(4) The Contractor shall refuse to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;

(5) The Contractor shall fail to make payments as specified to persons supplying labor or materials for the work, or;

(b) Non-Performance or Delay, Damages for Delay, Time Extensions

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

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

(3) **Liquidated Damages in Absence of Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory does

not terminate the contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

- (4) **Time Extension.** The contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:
- (a) The delay in the completion of the work arises from causes such as; acts of God; acts of the public enemy; acts of the territory, and any other territorial entity in either a sovereign or contractual capacity; acts of another contractor in the performance of a contract with the territory; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of subcontractors due to cause similar to those set forth above; or shortage of materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of materials, unless the contractor furnished to the Procurement Officer proof that the contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work, and further proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the contractor's operations' and
 - (b) The contractor, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the contract), notifies the Procurement Office in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.
- (5) **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the right and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstance, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modifies accordingly.

(6) **Additional Rights and Remedies.** The rights and remedies of the territory provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

VIII. CLAIMS, PAYMENTS

1. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payments.

2. Claims

The Contractor agrees whenever required to do so by the Owner to furnish satisfactory evidence that all persons, firms or corporations who have done work or supplied materials under these specifications have been paid or have been duly notified of the completion of the work and have been secured to their satisfaction before the said Contractor shall be entitled to final payment.

In case such evidence is not furnished or in case any claim is filed with the Owner or any suit or action is instituted against the Owner as defendant or garnishes or against the Contractor in connection with the work performed or to be performed under the drawings, specifications or contract, the Owner may retain from the money due or to become due to the Contractor such sum or sums as in the judgment of the Contracting Officer will fully protect the Owner from loss, charge or expense by reason of such claim, suit or action. The Owner without prejudice to any other and further rights, may make any and all deductions for any loss, charge or expense sustained by it to which it would be entitled under the contract specifications or bond, or otherwise before paying over the balance of the sum or sums retained as aforesaid, if any, to the Contractor, his creditor, or any successful claimant against the Contractor.

No payment made or retained under this contract shall be held to relieve the Contractor and/or his sureties from his and/or their obligations under this bond to hold harmless and indemnify the Owner or its agents from any and all loss, charge or expense by reason of any unpaid claim whatsoever.

3. Claims Based On The Director Of Public Works or the Head of a Purchasing Agency's Actions or Omissions

(1) **Notice of Claim.** If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency or designee of such officer, the requiring performance changes within the scope of the contract constitute the

basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, damages, or an extension of time for completion, the contractor shall continue with the performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim or additional compensation damages, or an extension of time for completion; provided;

(a) The contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:

- (i) Prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
- (ii) Within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
- (iii) Within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. 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.

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

(c) The 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.

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

(3) Adjustments of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

4. Waiver of Mechanics Liens

Contractor waives any right that he now has or in the future may have to claim a mechanic's lien against the real property or improvements thereon which are the subject of this contract, to secure payment for labor and materials furnished or to be furnished by him under this contract.

5. Schedule of Values

Within three days after receipt of notice to proceed, the Contractor shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer. These values will be used for determining partial payments and as a basis for changes in work as outlined in the General Conditions.

6. Taxes

The Contractor shall, without additional expense to the Owner, pay all applicable taxes. The successful bidder will be required to comply with the applicable sections of Titles 11 and 21 of the Guam Code Annotated, as regards to licenses and taxes. In addition to the general contractor's liability, subcontractors are also subject to these provisions. Subcontractors are also required to possess Guam Service Licenses. The Contractor will be required to submit a list of his subcontractors and the monetary amount of each subcontract.

7. Materials, Services and Facilities

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

8. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

9. Payment by Contractor

The Contractor shall pay;

- (a) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;
- (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used;
- (c) To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of such subcontractor's interest therein.

10. Extras

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and either the price is stated in such order or a definite acknowledgment is made that a change in price is involved subject to later determination.

11. Differing Site Conditions (Please refer to Alternative “B” for this project)

(Alternative A)

- (1) Notice - The contractor shall promptly, and before such conditions are disturbed, notify the Director of Public Works or the Head of a Purchasing Agency of:
 - (a) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or
 - (b) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- (2) Adjustment of Price or Time for Performance - After receipt of such notice, the Director of Public Works or the Head of a Purchasing Agency shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not

changed as a result of such conditions, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

- (3) Timeliness of Claim - No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in this clause; provided, however, that the time prescribed therefor may be extended by the Director of Public Works or the Head of a Purchasing Agency in writing.
- (4) No Claim After Final Payment - No claim by the contractor for an adjustment thereunder shall be allowed if asserted after final payment under this contract.
- (5) Knowledge - nothing contained in this clause shall be grounds for an adjustment in compensation if the contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

(Alternative B)

The contractor accepts the conditions at the construction site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the contractor's own cost and expense, anything in this contract to the contrary notwithstanding.

12. Price Adjustment

- (1) Any adjustment in contract pursuant to clauses in this contract shall be made in one or more of the following ways:
 - (a) By agreement on fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) By unit prices specified in the contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or
 - (e) in the absence of an agreement between parties, by a unilateral determination by the Director of Public Works or the Head of a Purchasing Agency of any cost attributable to the event or situation

covered by the clause, plus appropriate profit or fee, all as computed by the Director of Public Works or the Head of a Purchasing Agency in accordance with generally accepted accounting principles with applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Act.

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

13. Changes in Work

(a) The Owner may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. However, no change will be made which increases the total contract price without notice to sureties. In making any change, the charge or credit for the change shall be determined by the following method:

- (1) The actual cost of:
 - I. Labor, including foreman
 - II. Materials entering permanently into the work
 - III. Equipment rental cost during time used on extra work
 - IV. Power and consumable supplies
 - V. Insurance
 - VI. To the above cost there shall be added a fixed fee to be agreed upon, but not to exceed 15% of the net cost. This fee shall be compensation to cover the cost of supervision, overhead, bond, profit and other general expenses.

(b) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

(c) In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

(d) If any part of the work as installed is at variance with the contract requirements, the Owner may, if he finds it to be in his interest, allow all or any part of such work to remain in place subject to a proper adjustment in the contract price.

14. Payment to Contractor

(a) Unless otherwise provided in the specifications, the Owner will make partial payments to the Contractor after receipt and approval of the request for partial payment covering the work performed during the proceeding calendar month. No payments for installed materials on the site will be made unless such request is accompanied by a receipt or certification showing that the Contractor has made payment in full for such work done. In preparing such estimates, preparatory work done shall not be considered for payment. Materials delivered to site shall be considered for payment subject to the following conditions:

(1) The material shall be kept in a safe and enclosed warehouse or area located on site with restricted access.

(2) The receipt and issue of material must be controlled by a stock card kept in the warehouse.

(3) Insurance coverage required under Section 11, Chapter IV of the General Conditions shall include insurance of such material and shall include theft insurance.

(4) Request for payment must be accompanied with certification and receipts indicating the cost of material and showing that Contractor has made full payment for such material.

(b) In making such partial payments there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of all work covered by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize payment in full of each progress payment for work performed beyond the 50 percent stage of completion. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount.

(c) All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payment have been made, or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Release of Claims - Neither the final payment or any part of the retained percentage shall become due until the Contractor shall deliver to the Owner through the Contracting Officer a complete release of all claims against the Owner arising under and by virtue of this contract, including claims of all subcontractors and

suppliers of either materials or labor, other than such claims, if any, as may be specifically excepted by the Contractor.

(e) Certificate of Completion - Upon completion and acceptance of all work whatsoever required and the release of all claims against the Owner as specified, the Contracting Officer shall file a written certificate with the Owner and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefore.

(f) Final Payment - Within thirty (30) calendar days after the filing of such certificate of completion, the Owner shall pay to the Contractor the amount therein stated less all prior payments and advances whatsoever to or for the amount of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment which is throughout this contract called Final Payment.

(g) Acceptance of Final Payment Constitutes Release - The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payments if this payment be improperly delayed. No payments, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds.

IX. MISCELLANEOUS

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

2. Mandatory Disputes Clause

1.1 The Government and the Consultant agree to attempt resolution of all controversies which arise under, or are virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the Consultant shall request the Government in writing to issue a final decision within six days after receipt of the written request. If the Government does not issue a written decision within six days after written request for final decision, or within such longer period as may be agreed upon by the parties, then the Consultant may proceed as though the Government had issue a decision adverse to the Consultant.

1.2 The Government shall immediately furnish a copy of the decision to the Consultant, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

1.3 The Government's decision shall be final and conclusive, unless fraudulent or unless the Consultant appeals the decision.

1.4 This subsection applies to appeals of the Government's decision on the dispute. For money owed by or to the Government under this Agreement, the Consultant shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the Government or from the date when a decision should have been rendered. For all other claims by or against the Government arising under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the Government. Appeals to the Office of the Public Auditor must be made within sixty days of the Government's decision or from the date the decision should have been made.

1.5 The Consultant shall exhaust all administrative remedies before filling an action in the Superior Court of Guam in accordance with applicable laws.

1.6 The Consultant shall comply with the Government's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where the Consultant claims a material breach of this Agreement by the Government. However, if the Government determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then the Consultant shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by the Government.

-END OF GENERAL CONDITIONS-



OFFICE OF THE GOVERNOR
HAGÁTÑA, GUAM
U.S.A.

EXECUTIVE ORDER NO. 2012-04

RELATIVE TO AMENDING EXECUTIVE ORDER NO. 2000-10 TO
PROMOTE ON-THE-JOB TRAINING AND THE HIRING APPRENTICES
FOR GOVERNMENT OF GUAM CONSTRUCTION PROJECTS

WHEREAS, on April 11, 2000, Executive Order No. 2000-10 *Relative to Enhancing the Apprentice Training Program Through Hiring of Apprentices for Government of Guam Construction projects* was enacted for the purpose of requiring the employment of apprentices to assist the Guam Department of Labor in encouraging the employment and training of local labor in the construction industry; and

WHEREAS, since the enactment of Executive Order No. 2000-10, other certified apprentice training programs, including programs supported by the Department of Public Works which offer on-the-job (OJT) training, have become available to supplement the existing programs offered by the Guam Contractors Association and the Guam Community College; and

WHEREAS, apprenticeship programs provide valuable local labor opportunities for individuals desiring to learn new skills and enter the construction industry, thus lowering unemployment levels and reducing dependency on alien workers; and

WHEREAS, it is in the best interest of the Territory to require the employment of apprentices on Government of Guam construction projects; and

NOW, THEREFORE, I, EDWARD J.B. CALVO, *I Maga'lahaen Gudhan*, Governor of Guam, by virtue of the authority vested in me by the Organic Act of Guam, as amended, do hereby ORDER that Executive Order No. 2000-10 is amended and re-enacted as follows:

1. **Government Policy.** It is the policy of the Government of Guam that all construction projects funded in whole or in part by local or federal funds shall require the contractor to employ at least One (1) apprentice for every Ten (10) workers for the duration of each project, and not less than One (1) apprentice per project. This requirement may only be waived if the contracting agency certifies that no apprentice is available.
2. **Application to All Construction of Public Works Projects over One Hundred Thousand Dollars (\$100,000).** This Executive Order applies to all public works construction projects such as the erection, maintenance, rehabilitation, repair, or demolition of any public building, roadway, or any public facility as defined in

SPECIAL PROVISIONS

SPECIAL PROVISIONS

1. General Intention.

It is the declared intention and meaning to provide and secure the design and construction of **“Department of Corrections Electronic Locking System Upgrade, Units, Design-Build, Project No.: 440-5-1062-F-MAN”**

2. Contractor.

The Contractor and each and every subcontractor shall read the entire Bid Documents and by the act of submitting a bid, shall be deemed to have accepted all conditions contained therein.

3. Standards.

The standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. In case of difference between the referenced standards and its accompanying drawings, accompanying drawings shall govern to the extent of such difference; otherwise the referenced standards shall apply. Extra care shall be exercised to refer in requests for quotations in orders and in subcontracts to all modifications thereof.

4. Time for Completion.

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed (NTP) and shall be completed within **one hundred eighty (180) calendar days** after issuance of NTP complete and ready for use.

5. Liquidated Damages.

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that liquidated damages shall be assessed for each calendar day the work remains incomplete.

If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Government of Guam the amount ***of one-fourth of one percent of the contract value per calendar day*** not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Government of Guam because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Government of Guam would in such event sustain, and said amounts shall be retained from time to time by the Government of Guam from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due

- a) To any preference, priority or allocation order duly issued by the Government of Guam.
- b) to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, acts of the Government of Guam, acts or another Contractor in the performance of a contract with the Government of Guam, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and
- c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further that the Contractor shall, within seven (7) calendar days from the beginning of delay, notify the Contracting Officer in writing of the causes of the delay who will ascertain the facts and extent of the delay and notify the Contractor within reasonable time of his decision in the matter.

Contractor must note that Guam by nature has frequent rainfall causing suspension of work. Said suspensions shall not qualify for time extensions unless the weather is unusually severe.

END OF SPECIAL PROVISIONS

GENERAL STATEMENT OF WORK

GENERAL STATEMENT OF WORK

I. OBJECTIVE

It is the primary objective of the Department of Public Works and the Department of Corrections to solicit design and construction services for the Department of Corrections Electronic Locking System Upgrade in order to come into compliance with Guam District Court Stipulation Order No. CIV91-00020. The second objective is to install (**ADDITIVE-OPTIONAL**) new high technology, High Definition (HD) Camera Surveillance Systems. Both systems will be installed in Post 6, 7 and 17.

II. PROJECT DESCRIPTION AND LOCATIONS

The scope of work for these two projects involves design and construction services for the Department of Corrections, to oversee installation/upgrade of: Automated Locking System Installation and (**Additive-Optional**) High Definition (HD) Camera System for Posts 6, 7, 17 Located at the Mangilao Adult Correction Facility.

The locking system upgrade & **Additive-Optional** HD camera system includes but not limited to: on-site vendor inspection of the required facilities, needs assessment, system design, approval of the various designs for both the locking and camera systems independently of each other, commissioning and employee training. The design and construction must be in compliance to all requirements by approving agencies that have jurisdiction and building code compliance when applicable. Each system is to be bid separately in such a manner that the contractor may elect to bid the Locking system, or the (**Additive-Optional**) HD camera system, or both. Separate pricing for each building will be required and fully cover all material, labor and overhead required to provide the total bid price per building. The locking system as a whole will be awarded for all three buildings and all components shall be the same for the three buildings. The (**Additive-Optional**) HD Camera system will be awarded as one lump sum also to one bidder, independent of the locking system bids.

III. GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:

- A. The contractor shall be responsible for on-site detailed inspection of the required facilities needs assessment, system design, approval of the various designs for both the locking and camera systems independently of each other and system commissioning and employee training. The vendor shall visit the site and inspect for all required conditions that will impact their work and make proper adjustments for these unique needs. No extra compensation will be made to this firm bid project based on any misunderstanding or error as regards to the site condition, or accessibility or the kind of work to be performed. All given figures/ drawings are for general guidelines and for reference only and all details shall be verified by the contractor prior to preparing the bid

- B. **Contractor shall submit to DPW Engineer for review and approval all product specifications and brochures intended to be used in this project as part of the bid documents..**
- C. Contractor shall provide all required engineering, design, new materials only, **repairs to door or door frame when necessary**, installation and commissioning services for the installation of the locking systems and the new HD video camera systems for the three buildings.
- D. All areas affected during construction shall be restored by the contractor.
- E. The contractor shall be professionally responsible for the services performed under this contract. Contractor shall be responsive to all required government criteria, information, guidance and review for comments. All services shall be in full compliance with all required Federal and Local requirements.
- F. The contractor shall provide all engineering services whenever applicable for the two different systems required. All status reports shall be submitted weekly. Contractors shall make the lead site representative available for one weekly meeting regarding status of each responsible project.
- G. The locking system contractor shall be fully knowledgeable with a minimum of 5 years' field experience, 5 years system design experience, experienced in electronic security and able to install their designed new systems in each building. The HD camera system contractor must also be fully experienced with a minimum of 5 years in the field of camera systems, video recording and 5 years of field installation experience. The contractor must have fully skilled professionals to supervise all aspects of the retrofits and installations.
- H. Contractors shall be responsible for all related tooling, materials and labor to remove any old products or components associated with either system. Removal and proper disposal of old components shall be the responsibility of the contractor and verified with a follow-up letter to the DOC confirming the disposal of the components especially the old locking systems. The old locks must be destroyed such that no keys can be copied from them to be used on other facility locks. If the DOC agrees to other options, such as taking the locks back to the mainland to be used for spare parts, then tracking these must be performed by the contractor to ensure no keys return to the island. Records of where the old locks are disposed of shall be provided to the DOC. Should the DOC elect to keep the old locks for other future used, those used locks must still be tracked and communicated with the DOC.
- I. The contractor will be responsible for the system design and all sizing of components. DOC will provide two pairs of 110V, 20 amp., power receptacles in each guard control center of Post 6, 7 & 17 for the locking system and one pair of 110V, 20 Amp power receptacles in each guard control center for the HD Camera System.

- J. All materials to be installed in both systems shall be approved by the DPW and DOC Project Engineer and / or their assigned representative, prior to the delivery and incorporation with the project. Contractor will provide the manufactures specification sheets for all applicable products to ensure compliance with the following detailed scope and specification, with their proposals.
- K. All field electrical work for both systems, shall be under the supervision of a qualified installer supervisor who shall have 5 years of field experience.
- L. Both systems contractor field supervisors shall coordinate daily as to the project status and the daily support requirements from the DOC and will communicate as required to the Department of Public Works (DPW) engineer assigned to the project. The DOC may wish to provide each system contractor supervisor with a radio to be used in addition to the required cell phones for communication.
- M. Contractors shall coordinate their work as required with the required various agencies, local or federal representatives having any formal jurisdiction in permits, reviews and approvals.
- N. All work sites shall be kept clean and all tooling and material must be verified in safe control during daily field work. A “check in” and “check out” verification work sheet must be kept to ensure all items are accounted for and not lost to the inmates. If items are lost, then the contractor shall immediately notify the DOC primary contact that will take charge and determine who has the missing item for safety of all involved. Daily debris must be moved offsite to the DOC dumpsters who will be responsible for general rubbish removal of items like plastic wrappings, card board boxes and paper. All tooling must be removed from the inner work site daily unless the DOC can provide a secure lock up area with in the compound.
- O. The contractor must verify with the tool log in and out listing that the work area is secure and the work area thoroughly protected and safe at the end of each work shift.
- P. The contractor shall submit work schedules and verify daily the actions to be taken on site. Contractor must also inform the DOC of failures or impact to the published schedules and what counter measures are being taking to resolve negative issues or impacts to the schedule. Project milestones and progress towards those milestones shall be reviewed at the weekly update meetings.
- Q. The contractor shall provide to the DOC a listing of all key personnel emergency phone numbers and contact information in the event of emergencies and this shall be reviewed weekly.
- R. The three new electronic locking systems shall be provided with a one year manufacturer & installation labor warranty. The locking system vendor shall offer an additional four year service agreement to the DOC at a separate lump sum cost. This service agreement shall be provided but may not be exercised by the DOC depending

on costs and value. The HD Camera system has manufacturer warranty listed below and will also carry a one year installation labor warranty.

IV. SPECIFIC SCOPE OF WORK

The following listings define the known scope of items and design aspects needed for the project

A. MAXIMUM SECURITY ELECTRONIC DOOR LOCKING SYSTEM UPGRADE / RETROFIT FUNCTIONAL SPECIFICATION & DETAILS

INTRODUCTION

The Department of Corrections Maximum Security lock pocket requirement in Guam, is differentiated from other type lock pockets in that it is required to have security features designed into it that make it extremely difficult for the inmate to pop, sheet, or through other means to trick the lock and open his cell door even when the lock itself is broken. This required lock pocket is for use in areas of the prison where it is likely that bodily harm can come to the staff or to other inmates should an inmate “pop or sheet” his lock open and exit his cell.

PART 1 - QUALITY

KEY COMPONENTS REQUIRED:

- A. Detention security hollow metal retro-fit lock pocket shall include retro-fit door strikes for this remodeling work.
- B. Closure cover plates for existing door strike and lock faceplate.
- C. Security Lock, having been tested with the lock pockets
- D. High intensity door status LED lighting
- E. Security features that protect the lock bolt from sheeting or popping
- F. Security Door Position Switch
- G. Modifications to the Locking Control System

TESTING AND PERFORMANCE

- A. Lock Pocket Assembly Impact Test
 - 1. The lock pocket and strike shall be tested in accordance with ASTM F 1450-12, Section 6, “Specimen Preparation” and Section 7.2 “Door Assembly Impact Test” with the additional test that the door shall meet Grade #1 with Lock Tamper Protection (LTP) outlined below.
 - 2. Proof of test compliance shall be provided from an independent testing agency.

Grade #1 with Lock Tamper Protection (LTP): 1200 Impacts at lock/strike:

A typical Grade 1 LTP opening shall be considered for use when keeping the inmate locked down in his cell is of utmost importance. The LTP grade lock is specifically for use where inmates have a history of getting out of their cells and committing inmate on inmate or

inmate on officer attacks. It must be used in conjunction with a special lock pocket design that addresses inmate tampering with the lock and/or receiver. *A standard Security Hollow Metal lock pocket does not meet this LTP requirement.*

QUALITY ASSURANCE

A. Contractor requirements;

1. **Contractor is required to submit for review and approval of all the equipment manufacturer and product specifications they intend to use prior to start of the design work.**
2. On site demonstration. A Full size sample, including lock pocket, LED, lock, and Door Position Switch (DPS), shall be brought to the facility and demonstrated upon request to the Prison Administrator, Project Manager, Project Engineer, or other officials. *The recommended product shall be mounted on a hollow metal door and frame like that of Post 6 and demonstrated to show that the product meets the security requirements as outlined in Part 2- PRODUCTS, LOCK POCKET, STIKE ASSEMBLY, and HARDWARE, B.2 Features Required for Officer and Inmate Safety and Liability, prior to award. The DOC shall not absorb any of these costs to prove the details and quality of the product during this onsite product review. All costs shall be that of the contractor.*
 - a. All samples submitted shall be of the production type and shall represent in all respects the minimum quality of work to be furnished by the contractor

B. Installer's Qualification

1. Installer shall receive special training from the Original Equipment Manufacturer (OEM) on how to install and adjust the new lock pockets. This training shall be done either at the manufacturer's facility or at the job site and must be completed prior to or at the time of first installation of the new lock pockets. The installing company shall have a minimum of one representative designated as the "Certified Installer" (CI) and this individual shall be the one trained and the one responsible for training all other personnel within that company who will be installing the new lock pocket and lock at the project.
2. Manufacturer of the locking equipment shall provide the Certified Installer with a certificate designating him/her as a qualified installer for this product.

WARRANTY

All workmanship shall be warranted from defects in workmanship and quality for a period of one (1) year from date of installation.

PART 2 - PRODUCTS

LOCK POCKET, STRIKE ASSEMBLY, and HARDWARE

A. Materials

1. Lock pocket and strike assembly shall be constructed of commercial quality, level, cold-rolled steel conforming to ASTM A 366 or hot-rolled, pickled and oiled steel conforming to ASTM A 569. The steel shall be free of scale, pitting, coil breaks or other surface blemishes. It shall also be free of buckles, waves or any other defects caused by the use of improperly leveled sheets. Interior assemblies: Shall be 12 gauge or 10 gauges as required. Note: For interior areas subject to corrosive conditions use zinc coated steel face sheets.
2. At Exterior Doors: Face sheets of the lock pocket shall have a zinc coating applied by the hot-dip process conforming to ASTM A 653/A 653M Commercial Quality, coating designation A60 or G60 (Z180 or ZF180).
3. For severely corrosive conditions like on Guam and where specified on individual openings either interior or exterior, face sheets shall be stainless steel meeting ASTM A 666, Type 304

B. Construction

1. General:
 - a. All assemblies shall be of the types and sizes shown on the approved submittal drawings, shall be constructed in accordance with the specifications and shall meet the standard testing performance requirements that you will define in your proposal. Alternate methods of construction, which meet the aforementioned performance criteria, shall be permitted.
 - b. Where required, face sheets shall be joined at their vertical edges by a continuous weld extending the full height of the assembly. See “continuously welded” in the Glossary of Terms for Hollow Metal Doors and Frames, HMMA 801. Edge welding shall be ground smooth with no visible seams. Metal filler used at the lock pocket edges is unacceptable.
 - c. All exposed fasteners of the lock pocket and strike assembly shall be Torx with pin. Quantity and positioning of fasteners shall be as needed to meet standard testing performance requirements that you will define in your proposal.
 - d. Minimum height of formed stops in door openings shall be 7/8”.

C. Features Required for Officer and Inmate Safety and Liability

1. Prevent inmate from having access to the lock bolt from inside the cell by offsetting the lock bolt from the original door opening.

2. Design of the lock pocket shall prevent inmate from having access to the lock bolt from top, front or bottom while outside the cell.
3. Prevent the lock from being defeated by common methods (“sheeting” or “carding”) by pinching the material that prevents the lock bolt from extending and deadlocking. *A demonstration of this feature is required prior to approval of the product.*
4. Design of the lock pocket shall prevent two inmates, one inside and one outside the cell, from slipping a sheet, card, paper or other foreign object between the door and frame, from above or below, and by using a sawing motion allow that object to touch or engage any part of the lock bolt. A simple overlapping of the cover is not sufficient to prevent this from happening. *Demonstration is required prior to approval.*
5. Design of the lock pocket shall make it virtually impossible to defeat the lock via “sheeting”, “carding” or other methods **when the lock bolt is fully extended and the lock pocket LED is indicating secure**. *A demonstration of this feature is required prior to approval of the product.* This can happen when:
 - a. The internal switch monitoring the deadlock lever is broken or out of adjustment and the lock is not deadlocked
 - b. The deadlock lever is bent or broken and the lock is not deadlocked.
6. Prevent packing the strike with foreign materials to keep the lock from dead-locking.
7. LED shall be furnished at each door to show status of the door at all times.
8. Each Lock pocket assembly shall provide, within the assembly itself, one High-Intensity LED:
 - a. Secured condition (door closed and dead-locked): “Green” indication
 - b. All other unsecured conditions: “Red” indication.
 - c. “Green” and “Red” indications shall be clearly visible from secure side of door at all traffic directions and from the control room.
 - d. LED shall be High-Intensity, daylight visible, immune to EMI and RFI interference and with a rugged polycarbonate lens, 30 mm fully translucent dome, 24 VDC. Must be UL rated and meet IP69K rating.
 - e. LED shall meet specification IP67 (Totally protected against dust as well as protected from effects of immersion between 15cm and 1m) and specification IP69K (protected against close-range high pressure, high temperature sprays.)

D. Features Required for Maintenance

1. Provide removable cover to allow for easy clean out of the strike pocket.
2. Provide a heavy 12 gauge shield over the High-Intensity LED to protect it from vandalism from all angles. This shield shall prevent damage of the light by an object like a tooth brush

handle or a ball point pen. This shield shall not prevent the light from being clearly visible from secure side of door at all traffic directions and from the control room.

3. Design the lock pocket so as to allow maintenance to remove the lock cover and adjust the lock without removing the lock from the lock pocket.
4. The lock pocket will be designed to facilitate final alignment of the lock bolt with the strike opening. This “micro adjustment” will allow the adjustment of the lock, in increments and up to .090 inches closer or further from the door frame without removing the lock from the door frame.
5. Sloped top and bottom cover to prevent jumping on or prying against the lock pocket.
6. One Wiring Harness shall be factory wired inside each lock pocket. This Wiring Harness shall have a standard connector so that the lock can be easily unplugged for testing with a test box. The mating pigtail shall be furnished for butt splicing to the field wires.
7. Closure plates for existing strikes, deadlock and DPS faceplates shall be provided and installed by lock pocket supplier.
8. Closure plates and security screws for existing strikes, lock and DPS faceplates shall be provided by manufacturer and installed by the installing contractor.

E. Anchorage

1. The structural integrity of the existing wall must be maintained.
2. Lock pocket and strike assemblies shall be thru-bolted into the wall and/or field welded to existing frame and door and if required vendor while use and provide their standard testing performance requirements that you will define in your proposal.
 - a. Where there are exposed perimeter field welds of box to frame and door, apply security caulk, continuous between welds. Caulk shall be pick-proof Pecora Dyna-Poxy or equal. Color to match lock pocket body.
 - b. Touch up paint for wall shall be one color per the DOC and closely match existing wall and cover on all exposed field welds and areas damaged by field welding or installation.

F. Electrical

1. The existing door control and monitoring system (Post 6 – existing lock control panel) will be taken out of service as each door lock is modified and the reliance on the manual locking aspect will have to be used until the full electrical lock control system is finished. When lock pocket installation is completed, the indicator LED on lock pocket shall accurately signal green for secure conditions and red for all unsecure conditions. Modifications may be required to the circuitry in order for the 24 VDC DPS and 24 VDC LED to work with the existing locking control panel. New controls are required in all areas as outlined in a later section.
2. Pull all new field wire as necessary to make the new lock and DPS work with the new controls. New conduit is required in areas where it does not exist. Existing conduit may not be usable in that it is unseen and has no to limited access. This aspect of the work is difficult and must not be underestimated by the contractor. Protective outer steel “Boxing in” of the conduit is noted later also in detail.

3. All new field wiring shall be #14 AWG stranded copper THHN. All wiring shall be clearly and specifically labeled and identified. Conductors routed to individual lock pockets shall be continuous from the remote electrical enclosure to the individual lock pocket. No common wiring shall be used for multiple locks.

G. Hardware

1. Lock shall be a RR Brink model 5020, 120 VAC, or equal that has been ASTM tested with the lock pocket in accordance with paragraph 1.06 A above.
2. Door Position Switch shall be a RR Brink 201023 TB DPS or equal.
3. Door Pull shall be made integral in the door receiver portion of the lock pocket.

H. Pre-Approved Product

1. Willo Products Co.- “Wedge with Gripper” Model SMLP-1 or SMLP-2.

LOCK PORTION CONCLUSION

After fabrication, all tool marks and surface imperfections shall be filled and sanded as required to make face sheets, vertical edges and weld joints free from irregularities. After appropriate metal preparation, all surfaces shall be finish painted, inside and out, with an epoxy paint or durable polyester finish paint (Powder Coat). Color to be selected by the owner from manufacturer’s standard color chart.

All weld burns and smoke damage done to the existing door or frame shall be primed and painted to blend with the existing paint.

All filler plates used behind the lock pocket to make it fit the frame and wall condition shall be security caulked between the filler plate and the wall and between the filler plate and the lock pocket.

PART 3 - EXECUTION

INSTALLATION

A. Demolition

1. Remove existing lock and receiver.
2. Remove and relocate the door bumper and any light switch, cover plate, or any other fixture on the wall or door that will interfere with installation of the new lock pocket.
3. Remove existing DPS and disconnect wiring. Route wiring back to the lock pocket for use with the new DPS located in the new lock pocket.

B. Installation

1. Check for loose or missing screws in the door hinges. Tighten and add new where necessary.
2. Adjust existing door and frame as needed, and where possible to hold a 1/8" gap at the sides and top.
3. Install lock pocket and strike, plumb, level, square, rigid, aligned and anchored in accordance with the final reviewed and accepted shop drawings and manufacturer's product data.
4. Where required, reinstall the existing door bumper on the new strike portion of the lock pocket.
5. Add relays, wiring, and other components to the existing Locking Control System as necessary to provide a positive and negative 24 VDC for the newly added LED in the new lock pocket. Conveniently locate relays and all new wires for easy identification and future maintenance. Provide a new cabinet to house the relays if necessary (in the guards Post control area).
6. Exposed field welds shall be finished smooth, touched up with a rust inhibitive primer, and finish painted as defined above.
7. Primed or painted surfaces which have been scratched or otherwise marred during installation (including field welding) and/or cleaning, shall be promptly finished smooth, cleaned, treated for maximum paint adhesion, touched up with a rust inhibitive primer comparable and compatible to shop applied primer then finish coated as defined above.
8. Where the gap between the lock pocket and the wall, frame, or door is greater than .046 inch, the gap shall be filled with pick proof caulk.

FINAL CLEANING AND ADJUSTING POST INSTALLATION

- A. Doors and hinges shall be adjusted to ensure proper operation and performance with the new lock and lock pocket.
- B. Clean exposed frame and door surfaces of all weld smoke, grease, and grime caused by construction after completion of each cell block.

HARD WIRED LOCKING CONTROL SYSTEM

1.1 OVERVIEW

- A. This section includes requirements for the complete removal and replacement of the existing Locking Control Systems at Post # 6. The existing Post 6 system currently controls all Cell Doors but not necessarily the Corridor Doors, Exit Doors, Emergency Releases, Group Releases, and door Interlocks. The intent is to replace the existing system utilizing new control panels, relay panels, cabinets, field wiring, and field devices.
- B. This section includes requirements for the installation of new Locking Control Systems at Post # 7 and Post # 17. The new system shall control all Cell Doors, Corridor Doors, Exit

Doors, Emergency Releases, Group Releases, and door Interlocks. The intent is to install new control panels, relay panels, cabinets, field wiring, and field devices.

- C. The new Locking Control System shall consist of Graphic Control Panel Faceplates constructed from corrosion-resisting Stainless Steel and/or Aluminum mounted in new powder-coated steel Sloped Top Consoles and new Relay Panel Backplates mounted in new powder-coated NEMA/UL listed enclosures. This new system shall function as a stand-alone system. This system shall be designed to be user and maintenance friendly not requiring specialized tools or software. **Proprietary systems will not be considered.** The existing system is an unknown system.

1.2 SYSTEM DESCRIPTION

The New Locking Control System shall be a low voltage (24VDC) system consisting of mechanical switches, LED's, power supplies, terminal blocks, individual door relay modules, and electro-mechanical relays. **No solid state components will be accepted.**

1.3 WARRANTY

Contractor shall guarantee all equipment, parts, materials and workmanship, and shall replace at his own expense any defective work, for a period of one (1) year from the date of completion of the work.

PART 2: PRODUCTS

2.1 MANUFACTURERS

- A. Approval of a manufacturer does not relieve the manufacturer of complying with the specification in every regard. Standard products of an approved manufacture are not acceptable unless such products meet every specification requirement or are pre-approved by submittal to the Owner for consideration of the product.
- B. Manufacturer must have a minimum of (5) five years' experience installing retro-fit Locking Control Systems and must provide a list of at least (5) five projects of equal size installed within the last (5) five years.
- C. Acceptable Manufacturers
 - 1. Hard Wired Locking Control System
 - a. Willo Products Company, Inc. / Decatur, AL
 - b. Approved equal type systems to be considered on a 1 on 1 case.

2.2 REQUIREMENTS

- A. Provide a complete Hard Wired Locking Control System to replace the existing locking control system at Post # 6.
- B. Provide a complete Hard Wired Locking Control System at Post # 7 and at Post # 17.

- C. Provide a separate UPS/battery back-up for each Locking Control Panel at each Post. Size and duration to be determined, but for planning purposes 24 hours is the minimum time frame for the UPS.
- D. System performance shall include, but is not limited to the following where required or at the owner's discretion.
 - 1. System shall monitor and/or operate all locking devices that are monitored/operated on the existing system.
 - 2. System shall monitor and/or operate all new locking devices in a similar manner.

2.3 MATERIALS

A. CONSOLES, ENCLOSURES, AND CABINETS

- 1. All existing door control consoles and enclosures must be replaced.
- 2. Graphic Control Panel Consoles shall be available in custom sizes and in freestanding or counter mounted styles. Consoles shall be fabricated from 14-gauge steel (**16 gauge and lighter shall not be acceptable**). The graphic control panel shall attach to the inside of a formed 14-gauge lid of the console. The console lid shall attach to the tub using a heavy-duty continuous piano-type hinge. The lid shall be secured to the tub using two or more removable, security-torx screws. Distance between security-torx screws shall not exceed eight (8) inches center to center and four and one-half (4.5) inches from each outer edge. All lids shall have two (2) locking hinges or props to support lid when opened. There shall be a sealing gasket between closed lid and tub. Consoles shall be available in a variety of powder-coated finish colors.
 - a. Acceptable US manufacturers
 - i. Schaefer's
 - ii. Saginaw Control
 - iii. Approved Equal
- 3. Relay Panel Enclosures shall be available in standard sizes and in wall-mounted or floor-mounted styles. Enclosures shall be fabricated from 14-gauge steel (**16 gauge and lighter shall not be acceptable**). Enclosures shall be available in standard powder-coated finish colors.
 - a. Acceptable US based/manufacturers
 - i. Schaefer's
 - ii. Saginaw Control
 - iii. Hubbell-Wiegmann
 - iv. Approved Equal

B. GRAPHIC CONTROL PANEL FACEPLATE

1. Graphic control panel shall be constructed of 12-gauge finished stainless steel plate or 11-gauge anodized aluminum plate as a minimum. All graphics and text shall be laser etched black or chemically etched and color filled with paint designed to resist scratching and fading. Finished aluminum plate shall be available painted with a protective clear coat with multiple available finishes including Matte, Gloss, Clear, and Leatherette if so desired. All pushbuttons, selector switches and contact blocks shall be manufactured by Allen Bradley. LED's shall be ¼" diameter and surface mounted. All LED's shall extend through the finished plate so that they are visible from the front side at an angle up to 135 degrees.

C. GRAPHIC CONTROL PANEL COMPONENTS

1. Graphic Control Panel components shall be manufactured by the same manufacture where possible.
 - a. Acceptable manufacturers
 - i. Allen Bradley (Switches, Contact Blocks)
 - ii. Approved Equal
2. Main Panel-Power Key Switch
 - a. Provide a two position, maintained key switch with legend for the "ON" and "OFF" positions. The main panel power shall be capable of disabling all door control function and/or door status indication at the faceplate.
3. Lamp Test Switch
 - a. Provide a green momentary action push-button which, when actuated, illuminates all LED indicators.
4. Swinging Door Control Switch
 - a. Provide a black momentary action push-button which, when actuated, provides an unlock or open signal to the associated door relay module or relay. Provide one green LED for secure and one red LED for door insecure status.
5. Group Switch, Swinging Doors
 - a. Provide a colored two position spring return switch with legend for "DISABLE" and "ENABLE" position. The "DISABLE" position is the normally home switch position, where the group control is deactivated for all swinging doors within this particular group. The "ENABLE" position shall

provide an open signal to all the groups' door relay modules and relays, as long as the switch is held in the "ENABLE" position.

6. Interlock Override Switch

- a. Provide one yellow momentary action push button which, when actuated, disables all interlock groups on the panel.

7. Emergency Release Switches

- a. Provide one red momentary pushbutton with legend for "EMERGENCY RELEASE ENABLE" and one two position red maintained selector switch with legend "EMERGENCY RELEASE" "OFF" and "ON". This is a two-handed operation, where the "ENABLE" pushbutton must be pressed and held while turning the two position "RELEASE" from "OFF" position to the "ON" position. This shall then provide an open/unlock signal to the entire ER group's door relay modules and relays that remains until the "EMERGENCY RELEASE" is turned to the "OFF" position. The EMERGENCY RELEASE SWITCHES shall override all other existing switches and shall immediately cause all of the doors in the ER group to open. Depending on total system load, timers may be required to step thru the release of doors.

10. Audible Emergency Alarm

- b. Provide an internal audible alarm buzzer that shall be active when and throughout the duration the "EMERGENCY RELEASE" is in the "ON" position.

D. RELAY PANEL BACKPLATE

- 1. Relay panel back plates shall be constructed of 11 Gauge aluminum plate as a minimum. The face side of the back plates shall be covered with printed Mylar with the footprint and labels of all major components that match the electrical schematics. All door relay modules, relays, terminal blocks, and power supplies shall be securely mounted to din rails. All termination points shall be labeled for easy identification. All internal wiring shall be concealed inside wire way mounted to the relay panel.

E. RELAY PANEL BACKPLATE COMPONENTS

- 1. Relay Panel Backplate components shall be manufactured by the same manufacturer where possible.
 - a. Acceptable manufacturers:

- i. Phoenix Contact (Door Relay Module, Terminal Blocks, Power Supplies, Din Rail)
- ii. Omron (Relays)
- iii. SE/Magnacraft (Power Relays)

2. Door Relay Module

- a. Door relay modules shall be din rail mountable and shall provide control and indication for no more than one (1) door. Each board shall include electro-mechanical relays mounted in plug-in style base sockets that allow for easy removal or replacement. **Permanently soldered (PCB) relays will not be acceptable.** Each relay shall have a 24VDC coil with a visible mechanical indicator designed to show contact closure and SPDT, 10 amp contacts rated for a minimum of 1,000,000 mechanical operations. The contacts of each relay shall be protected with a time delay fuse installed into permanently soldered fuse clips designed to allow easy removal/replacement of fusing. Modules shall also contain (1) LED per relay designed to show coil power. Each relay board shall have a minimum of four (4) multi-conductor cable input connectors designed for easy detachment during wiring. **Wiring which is directly soldered to relay board will not be accepted.** Connectors shall be rated for 20 amps at 300 volts with terminals for 12-22 AWG wiring, equal to Wieland 8142 series connector strip and 8142 series pin strips. Circuitry shall support connecting up to eight (8) modules together utilizing the multi-conductor cable inputs. Relay boards shall be capable of handling all necessary inputs and outputs to control one door without the need for additional stand-alone components.

3. Interposing Relays

- a. Relays shall be rated to accommodate normal operating currents and voltages as well as surge and stall conditions. The relays shall be capable of operating on any signal between 4VDC (release) to 17 VDC (operate) and 26 VDC (max), and the output shall be capable of switching any voltage between 100 VAC and 140VAC at the rated output current. The contractor shall be responsible for ensuring that the relays adequately meet operating extremes.
- b. Relays shall be socket mounted for easy replacement. Soldered relays shall not be acceptable.

4. Terminal Blocks

- a. Terminal Blocks shall be din rail mounted and rated to accommodate normal operating currents and voltages as well as surge and stall conditions.
- b. Terminal Blocks shall have spring tension clamps designed for 12-28awg wire and 10-28awg wire.

5. Power Supplies

- a. Power Supplies shall be din rail mounted and rated to accommodate normal operating currents and voltages as well as surge and stall conditions.

PART 3 EXECUTION

3.1 FIELD VERIFICATION

- A. Contractor shall verify all components, functions, voltages, wiring, and dimensions of the existing locking control system and ensure that the new locking control system will fit and perform all the existing functions. Any changes to the original operation shall be approved by the owner.

3.2 INSTALLATION

- A. Installation work shall be performed by certified employees of the Manufacturer. All installation employees will be required to pass background check for access to the facility.
- B. Installation must be coordinated with the facility to allow time for day to day operations of an occupied facility. Installation must also be performed in a manner that limits the amount of time that the facility operates without electronic controls. Installation during weekends, nights and overtime must be available where necessary or at the owners' discretion.

3.3 TESTING

- A. Test all electrical components within the locking control system at the factory prior to shipping to the jobsite to ensure system operates properly and all components are in good working condition. Testing logs shall be available upon request.

3.4 TRAINING

- A. Provide twelve (12) hours total (four (4) hours per Post) of onsite training with the new Locking Control System. Coordinate all training personnel, dates, and time with the facility. Training must be performed by a certified employee of the manufacturer. Training must not begin at a Post until new Locking Control System installation is complete at that Post.

PART 4 ADDITIONAL GENERAL REQUIREMENTS

- a) **WIRING & CONTAINMENT / PROTECTION:** *The existing wiring to the various door locks is NOT to be reused.* The three "Posts" or buildings will require new wiring to be run to all locks from the control panels. Securing this new power and control wiring will be required to run inside new steel conduit that is coated on all surfaces, to prevent oxidation. ALL of the new, exposed conduit must then be covered with steel strips that

will be fully and continuously welded closed such that no access can be obtained especially at the four corners.

The estimated cross sectional size for the steel boxed in the outer protection is approximately 1.5” – 2” square. The lengths will vary based on the locations and both vertical and horizontal runs. These straps shall not be less than 0.1875” (3/16”) thick and made of high strength carbon steel and painted to the color the prison prefers. The welding of these straps must be no less than the thickness of the base steel for strength and access prevention. This outer protective boxing shall be firmly attached to the concrete and existing steel door frames and door surfaces in such a way that no bolt or screw heads will be exposed such that an inmate could work it free in the future and disable the wiring or “Jumper” the wires to activate the locks. This requirement will require considerable design effort, labor and cost on the part of the contractor but it is mandatory for this hostile environment, and critical to the success of the new systems. This portion should not be underestimated by the contractor due to its volume of work, intricacy and must be highly detailed in the system design, which shall be submitted for review with the proposal.

b) POST 6 - CELL DOOR REPAIRS:

Up to thirty five (35) existing cell doors needs repair and rehabilitation. Repair and rehabilitation shall include work on hinges, door frames and all other door parts to make the system work complete and ready to accept new locking system device and in accordance with plans and specifications. **The contractor shall include in his bid total lump sum cost for repainting of all the existing doors to match the new doors. (paint color to be approved by DOC.**

c) DOOR REPLACEMENT FOR POST 6

DOORS SPECIFICATIONS AND GUIDELINES

Detention Security Doors shall be used to increase the level of security at the designated units, by repairing, or replacing existing doors that are currently installed as specified.

Doors that are replaced must be equipped with a two inch (2”) food pass/cuff port that can be secured.

DESIGN AND PERFORMANCE REQUIREMENTS

A). Security Hollow Metal Doors and Frames: Comply with ANSI/NAAMM HMMA 863-98, “Guide Specifications for Detention Security Hollow Metal Doors and Frames and meeting minimum Security Grade No. 2 in accordance with ASTM F1450-97.

B). ASTM F 2322; Standard Test Methods for Physical Assault on Vertical Fixed Barriers for Detention and Correctional Facilities.

Acceptable manufacturers, subject to compliance with specified requirements;

1. Habersham Metal Products Company
2. Trussbilt, Inc
3. Steel Door Industries (SDI)/Slate Security Systems.
4. or Approve Equal

Any potential bidder that chooses to propose a manufacturer not listed above must submit a written substitution request that will be evaluated by the owner and/or designated representative for compliance with all specifications and requirement referenced within this document.

d). DOOR REPAIR FOR POST 7

DOOR SPECIFICATIONS AND GUIDELINES

Detention Security Doors shall be used to increase the level of security at the designated units, by repairing, or replacing, existing doors that are currently installed as specified.

DESIGN AND PERFORMANCE REQUIREMENTS

A). Security Hollow Metal Doors and Frames: Comply with ANSI/NAAMM HMMA 863-98, “Guide Specifications for Detention Security Hollow Metal Doors and Frames and meeting minimum Security Grade No. 2 in accordance with ASTM F1450-97.

B). ASTM F 2322; Standard Test Methods for Physical Assault on Vertical Fixed Barriers for Detention and Correctional Facilities.

Acceptable manufacturers, subject to compliance with specified requirements;

1. Habersham Metal Products Company
2. Trussbilt, Inc
3. Steel Door Industries (SDI)/Slate Security Systems.

Any potential bidder that chooses to propose a manufacturer not listed above must submit a written substitution request that will be evaluated by the owner and/or designated representative for compliance with all specifications and requirement referenced within this document.

d) CONTROL PANEL SOFTWARE FUNCTIONALITY:

Panic buttons functions for each wing of the maximum security post 6 will need to have a master button that will open all three wings doors allowing the inmates to travel out of the building to their three respective exercise areas. A trio of additional buttons will be designed to allow control and the emptying of one wing at a time also. Every door will have its own individual switch to allow for individual inmate control and every door switch is to be clearly marked along with the special group exit functions. See the control system section for additional details.

- e) PANEL AND CONTROLS LOCATION: All components of the control panel are to be located in each buildings respective guard control room. The top of the panel is to be installed with dual or more locks to keep a stray inmate from raising the cover and damaging the wiring inside.
- f) FOUR YEAR SERVICE AGREEMENT (OPTIONAL): Once the one year warrantee expires on the locking system, the DOC may wish to have the 2nd through 5th year O&M covered with a four year service agreement. The contractor should also include the lump sum, for this four year price for the total O&M of the system plus all preventive inspections for the locking system. The bid cost for this four year service agreement is listed as item 10 on the price summary. The annual inspections should include but not limited to the following:
1. Open up all three control panels, clean all surfaces and inspect for possible burned wiring insulation and loose connections.
 2. Lubricate every lock and all moving parts to ensure the motors do not over work to operate the moving parts.
 3. Inspect all hard wiring for loose connections by tightening every screw and nut exposed. Clean early signs of corrosion and re-coat all bare connections to prevent shorts and grounds.
 4. Verify all switches are operable and have no early signs of near term failure and replace all burned out system lights or LED's.
 5. Replace all components that appear to be at end of life with new and produce annual reports for all three Posts.
 6. Respond to system or component failures and emergency repair calls from the DOC.
 7. All costs must be included as part of the four year service agreement and no extra costs shall be billed for labor, equipment or emergency service calls.

CIRCULAR SPEAKING DEVICE (OPTIONAL): This is an optional item for all the solid doors and a separate lump sum line item for the total price for all these devices is near the bottom of the price summary template. This item is offered in aluminum or stainless steel material. The prison requires that this item be provided in stainless steel only, with stainless steel attachments. An example of this item can be viewed in the Willo Catalog as item order # SP851.00 and can be found in their catalog at the following link: <http://willoproducts.com/images/stories/Catalog/WilloCatalog.pdf> Other manufactures offers for this item will also be considered and the contractor is not mandated to provide this exact same speaking device, however the offered speaking device shall have all the same functional features and performance of the noted product.

Where speaking panels are required in the maximum security Post 6, these are to be mounted in steel plate walls, doors or panels, they shall be furnished and installed completely by the detention equipment contractor.

Face plates of speaking device shall be 10 gauge steel plate, at least 6 inches in diameter with a circular center area, approximately 3½ inches in diameter, perforated with 1/8 inch diameter holes, spaced 3/16 inch on centers, staggered. Secure side face plate shall have a steel pipe, at least 4½

inches O.D. by 3½ inches I.D., of length sufficient to capture and hold to the materials in to which it is being installed, shop welded thereto. Steel pipe shall be drilled and tapped with no less than four symmetrically spaced holes to accept 1/4-20 cadmium plated torx head security screws to be installed through corresponding countersunk holes provided in the face plate on the non-secure side. Shop weld half-moon baffles of 10 gauge plate to the inside of the steel pipe in a fashion to prevent passage of contraband or liquids.

Contractor shall be responsible for cutting a circular hole as required in the materials to which the speaking device is to be attached. Attachment A-SD is a typical Speaking Device option for the solid doors.

MANUAL LOCKS, KEYS and KEYED ZONES

Each building is to have its own key pattern is such a way that no key lost or stolen from a different building can be used to open other buildings locks.

Post 6: Has three wings (east, west & South) and currently one Juliet Key opens the range doors and day rooms doors. Currently one Juliet key opens the rear exit doors only. Currently a third style key opens the front door leading to the front gate. Currently a fourth key pattern opens all the 48 cell doors. The prison wishes to keep this four key pattern for control purposes for Post 6.

Post 7 has two wings (North & South) and each wing has their own set of keys. The exit doors are the third set of doors that have their own different key patterns. The exit doors keys are different from the cell doors. The cell doors keys are all the same. Thus post 7 has four patterns of keys.

Post 17 has four cubicles of which three cubicles are used as housing and the fourth is the law library. Currently each cubicle has their own Juliet key. The same locking patterns are required for this post and all future new locks.

LOCATION IN POST 6

Item no.	Description	East wing	South wing	West wing	Post 6 Total
1	Swing cell doors with new automated locking mechanism	16	16	16	48
2	Upper/lower tiered doors- to inside main building	2	2	2	6
3	Rear exit doors for fire exits	2	2	2	6
4	Range doors to the inside common area	1	1	1	3
5	Yard exit doors outside	1	1	1	3
6	Unit control doors-open no alarms				1
7	Day rooms				3
8	Monitored door locks (all)				70
9	Duress button- manually operated-audible only				1
10	Local panel and work station- visual and permanent				1
11	Un-interruptible power supply (UPS) 4 hour capability				1

Note	All door locks are to be monitored with the new control system and displayed on the panel.				
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POST 6 CELL DOORS REPLACEMENT

Item no.	Description	Post 6
1	Cell Doors Replacement:	16
2	Cell Doors Repair:	35

LOCATION IN POST 7

Item No.	Description	North Wing	South Wing	Post 7 Total
1	Swing cell doors with new automated locking mechanism	12	10	22
2	Interior gate	4	2	6
3	Interior door wing	2	2	4
4	Fire exit	4	2	6
5	Rear exterior gate to yard	4	2	6
6	Exterior gate leading to yard	1	1	2
7	Exterior gate leading to side and rear		1	1
8	Control door leading to north gate		1	1
9	Duress button-manually operated-audible only			1
10	Local panel and work station-visual and permanent			1
11	Un-interruptible power supply (UPS) 4 hour capability			1
12	Ranges above range doors			4
13	North side connecting corridor (showers)			1
14	North and south day rooms			2
15	North connecting hallway (25' long)			2
16	Outside facing sally port			1
17	Outside facing bull pen			2
Note	All door locks are to be monitored with the new control system and displayed on the panel.			

POST 7 EXIT DOOR REPAIR

Item no.	Description	Post 7
1	Exit Door Repair:	1

LOCATION IN POST 17

Item no.	Description	Main building	Post 17 total
1	Guard area and unit control	2	2
2	Cubicles door locks	4	4
3	Exit to and from yard from main building	2	2
4	Emergency exit/window to door conversion with locking system	4	4
5	Local panel and work station-visual and permanent		1
6	Un-interruptible power supply (UPS) 4 hour capability		1
7	Duress button-manually operated-audible only		1
Note	All door locks are to be monitored with the new control system and displayed on the panel.		

V. Additional Contractor Responsibility:

- A. The contractor prepares system designs, creates drawings and selects equipment based on the specification as necessary to define and perform the work. Drawings are to include, but not limited to, the design drawing, layout and installation that show the relative position (vertical and horizontal, as appropriate) of work to be performed, fabrication details for manufactured items an assemblies, installation and other systems. Show all drawings in the United States customary units, Specification shall supplement those issued with the contract to amend the provisions of the standard specification.

- B. Upon completion of the work, the Contractor shall transfer all recorded as built changes on the site on a set of final drawings of 11”x17” size then update these electronically. These drawings shall be stamped “AS-BUILT”. Drawing changes and all project/product information including all manufactures equipment information, startup and shutdown, step by step procedures shall be assembled into and delivered in the form of six (6) Operator Manuals (two manuals for each Post). All three Posts contents shall be included in each of the six (6) manuals and shall be used as a source of quick reference, trouble shooting guide, Operation & Maintenance (O&M) and Start up & Shut Down (SU/SD) instructions. The SU/SD and operating instructions shall be laid out in such a manner that any guard can self-learn the system and operate the system in the event of an emergency, with step by step instructions and system component pictures to aid in understanding the functions of the components and overall system. All information shall be neatly and clearly described such that it shows all technical aspects of the system and correct. If inaccuracies are found and determined that the information within the manual requires changing, then the contractor shall make the required edits or changes and forward these changes to the DOC within the first year of the in-service period. All created text shall also be transferred to the DOC for the manuals to aid in ease of editing for future years. The manuals content shall also be delivered in Micro Soft format on a CD for storage and to aid in future editing.

- C. All costs associated with creating the as-built drawings, equipment descriptions and SU/SD procedures and possible edits shall be borne by the contractor, including the electronic files of the aforementioned material in Auto-cad, and Micro soft software and stored on compact disc's (CD).
- D. The contractor shall submit their set of as-built drawings and manual to the contracting officer within 15 days after the completion of the work and the fully functional systems are in place and working as designed to. The drawings and manuals shall be reviewed by the DOC personnel and approved within 5 working days. This is a requirement and condition that must be met prior to the invoice being paid.
- E. Final payment to the contractor will not be processed until the project engineer verifies that all project documentation and information has been properly recorded and turned over to the DOC.
- F. Training - The contractor shall be responsible for conducting system and component training classes for all aspects of the systems. The training shall be performed in the field at each system in each Post. The training of both the HD Camera and Automated Locking systems will be the responsibility fully of the various primary contractors. The DOC will work to arrange that the employees who require training are made available however the contractor will have to perform multiple training sessions to cover all the various work schedules. The following training materials shall be covered: 1. Startup 2. Shutdown 3. Operation 4. Maintenance 5. System and component trouble shooting 6. Changes to the programing if the employee has the skill set to work on this electronic equipment.
- G. Documentation – Provide a list of the documentation that will ensure that the system owner can use for future reference: 1. Six completed sets of repair and parts manuals with wiring drawings 2. Training material references for all maintenance personnel 3. Six sets of the supplier/manufacture information guide (repair reporting procedure, etc.)
- H. Final Acceptance – Aside from completing the overall stated work and project, all units installed shall be tested to assure full functional compliance and proper working condition. The labor warrantee shall be one year. The parts warrantees are noted in the aforementioned sections and vary with each component. All manufactures warrantees must be transferred or assigned from the manufactures to the DOC.
- I. All materials to be furnished by the contractor must comply with the “Buy American” Products standards of Guam. With many of the HD Camera system, we understand that this is impossible; thus submit what you believe the US content of the overall system is in US content as based on total system costs and percentages thereof. With the locking system list the percentage of US vs foreign content in overall US content based on the total system costs and percentages.
- J. All other items not specifically listed or details that are required to make the system fully functional and compliant to the needs of the DOC shall be included to make the systems perform as designed, work in a complete manner and ready for long term service.

- K. All national and US entry permits and local Guam business license shall be the obtained by the contractor at their costs.
- L. The existing DOC buildings have no set of detailed building plans available. The contractor shall assume sole and complete responsibility for the collection of all required information they need for their design, installation, and completion of work.
- M. All drawings, illustrations and pictures attached to the bid documents are for general guidelines and reference only for bidding and design. The contractor shall submit all information required by the DOC to use in their approval process.

B. SPECIFICATIONS OF HIGH DEFINITION CAMERA SYSTEM

Introduction: The specifications and features of the high definition camera system must meet or exceed these industry standards and meet or exceed the required features requirements and specifications below:

1. **Feature Requirements:**

A. **NVR** (Network Video Recorder) specification requirements:

- 1. Camera inputs NVR must have at least 16 inputs to support future expansion.
- 2. Licenses NVR must come standard with at least 4 camera licenses and offer the purchase of additional licenses in multiples of 4 cameras.
- 3. Operation System of NVR NVR must use Linux Ubuntu 14.04 Operation Software, or equal.
- 4. CPU NVR's Central Processing Unit (CPU) must be equivalent to Intel i3 processor
- 5. RAM Memory NVR must have no less than 8G RAM for efficient processing power.
- 6. Storage NVR must be able to accommodate no less than 3 SATA hard-drives with at least up to 18TB of storage (total).
- 7. Video Outputs NVR must have two HDMI video outputs with the second output for the future monitoring station at the main gate offices.
- 8. Resolution of Video Output NVR Video Output must be at least 1080p Resolution.
- 9. IP (Internet Protocol) Video Management Software NVR must be equipped with video management software with built in smart search, thumbnail, and calendar search capabilities.
- 10. USB & SD Interface NVR must offer USB & SD interfaces
- 11. Certifications NVR must support all ONVIF Conformant IP Cameras
- 12. Monitor Out Puts NVR must have two HDMI monitor outputs
- 13. Maintenance Fees NVR must be free of annual maintenance fees
- 14. Warrantee The main warrantee from the manufacture for the Pan / Tilt / Zoom (PTZ) cameras must be 5 years from the manufacture.

B. PTZ High definition cameras requirements + Cable:

1. POE (Power Over Ethernet) must be compatible with POE switches
2. Image Sensor must be at least 1/2.8" Sony CMOS Sensor
3. Total Pixels must be no less than 2.1 mega pixels or 2016 (H) X 1108 (V)
4. Digital/Optical zoom of no less than 12x digital / 20x optical
5. Wide Dynamic Range (WDR) no less than 100 db
6. Built-in Fan for internal component cooling Dual fans preferred over single cooling fans
7. Noise reduction must offer smart Dolby Noise Reduction (DNR) 3D digital noise reduction
8. Back light compensation selectable on/off
9. Alarm notification capable by email
10. LAN compatibility must meet minimum of 802.3 compliance 10/100 LAN
11. Video compression types h.264/MPEG4/MJPEG
12. Audio Inputs Cameras must have audio line input for audio recording
13. Streaming Capabilities must be capable of dual-streaming at different rates and resolutions
14. Power Requirements 12Vdc POE (IEEE802.3af class 3)
15. IP66 Rated Housing weather resistant
16. Pan/Tilt Requirements are as follows: a.) Pan range of 360 degrees, b.) tilt range of 90 degrees, c.) Up to 255 presets, d.) up to 4 sequences and 8 tours with no less than 20 entries per tour, e.) must meet Pelco-P & Pelco-D protocols
17. Product Certifications CE, FCC, RoHS
18. Memory Slot micro SDHC up to 32G for recording under network loss conditions.
19. Video Management software must be capable of being managed through video management software.
20. Web-viewer compatibility Windows XP/Vista/Windows 7, Mac OS
21. Frame rate capability must be capable of recording at 30fps
22. IP IPv4/IPv6
23. Password protection each PTZ dome camera must have at least 3 levels of user access with password protection.
24. External power requirements Each PTZ High definition camera must have the capability to be powered by external source to ensure proper operation of cooling fan if applicable, and pan/tilt functions.
25. Cable Requirements Camera to VR cable must be Cat 5E or higher and in all cases must be compatible with the cameras and NVR recording device so that all components work together and are all fully compatible within the system.

C. Non-PTZ High definition cameras requirements:

1. POE must be compatible with POE switches
2. Image Sensor must be at least 1/2.8" CMOS Sensor (7% Larger Than 1/3" CMOS Sensor)
3. Total Pixels must be no less than 2.1 mega pixels or 2016 (H) X 1108 (V)
4. Lens length no less than 2.8-12mm variable focus

5. IR illumination distance of no less than 70 ft
6. Digital/Optical zoom of no less than 8x digital/4.5x optical
7. Digital shutter control shutter must work both in auto and manual modes
8. Noise reduction must offer smart DNR 3D digital noise reduction
9. Day/Night mode must be selectable for auto/day (light)/Night (B&W)
10. Back light compensation selectable on/off
11. Alarm notification capable by email
12. LAN compatibility must meet minimum of 802.3 compliance 10/100 LAN
13. Video compression types h.264/MPEG4/MJPEG
14. Power Requirements 12Vdc POE (IEEE802.3af class 3)
15. IP68 weather resistant
16. Product Certifications CE, FCC, RoHS
17. Memory Slot micro SDHC memory card up to 32G for recording under network loss conditions.
18. Video Management software must be capable of being managed through video management software.
19. Web-viewer compatibility Windows XP/Vista/Windows 7, Mac OS
20. Frame rate capability must be capable of recording at 30fps
21. IP IPv4/IPv6
22. Streaming Capabilities must be capable of dual-streaming at different rates and resolutions
23. Audio Inputs Cameras must have audio line input for audio recording
24. Protocol Requirements must meet the following protocols: TCP/IP, HTTP, DHCP, PPPoE, ICMP, ARP, RARP, RTSP, NTP, UDP, Multicast
25. maximum user access requirements of no less than 20 users
26. Camera construction body of camera must be made of metal and offer a polycarbonate dome cover.
27. Vandal proof Camera dome cover must be constructed of material that is not easily destroyed. Set screws must have tamperproof heads
28. Audio Inputs Cameras must have audio line input for audio recording.

D. Audio Microphone Specification Requirements (OPTIONAL):

1. Audio Microphone Protection must include a cage around microphone to avoid potential tampering.
2. Audio input type Audio microphone must use live line level input and speakers located in the guard control area
3. Audio Sensitivity Audio microphone must have a sensitivity rating of at least -45dBV/Pa 1Pa = 94 dB SP
4. Manufacture warranty of 2 years

E. POE Switch Specification Requirements:

1. Number of POE Ports POE Switch must have at least 16 POE ports available
2. Standard Protocol type requirements IEEE 802.3 protocol
3. Interface type RJ45 capable of up to 1000Base-T: Cat5, Cat5e or Cat6 UTP/STP

4. Power output POE Switch must have at least 250W of output power
5. Certifications POE must meet FCC, CE, and RoHS certifications
6. POE System requirements POE Switch must be compatible with Windows, Mac, or Linux OS
7. Warranty Requirements POE Switch must provide at least a 3 year manufacture warranty

F. CCTV Monitor Specification Requirements:

1. Monitor Display Size CCTV monitor must have a display size of no less than 24” with two monitors at each Post. One monitor shall have all cameras on split screen arrangement and the second screen reserved for one optional camera section at and time and detailed viewing.
2. Resolution Requirements CCTV monitors for playback & live view must provide a resolution of no less than 1080p.
3. Video Input Requirement CCTV monitor must have at least one HDMI input

G. UPS Specification Requirements:

1. Active power output UPS must be capable of providing 1500VA or 900W of continuous power.
2. Industry compliances cTUVus (Conforms to UL1778, CSA 22.2), CE, FCC Class B
3. Green Compliance U.S. DOE Energy Star, RoHS 2 (EU Directive 2011/65/EU)
4. UPS must be RoHS & Energy Star Rated
5. Voltage requirements UPS must provide 104-140VAC output at 60Hz
6. Protected Outlets UPS must have at least five surge and battery protected outlets
7. Input Surge protection UPS must provide no less than 320 joules of input protection.
8. Warranty Requirements UPS must provide a warranty of no less than 3 years on electronics & 2 years on the batteries.

H.) Surge Protection for Cameras Specification Requirements:

1. Minimum Input/output ports Surge protection appliance must have at least 12 RJ45 in/out connections.
2. Standard Compliances Surge protection appliance must conform to CAT5eEIA/TIA568A, IEA/TIA568B
3. Power Dissipation: UPS must offer at least a dissipation rating of at least 3,000W/pair (10/1000µs impulse)
4. Warranty Surge protection appliance must offer at least a 10 year manufacture warranty
5. POE (Power Over Internet) protocol standards Surge protection appliance must comply with IEEE Std. 802.3af and 802.3at

B. CAMERA QUANTITY AND STYLES:

POST 6:

This Post has a total of 8 HD cameras with the inside viewing cameras of fixed orientation. The three cameras located in the out of doors exercise area are to be of the Pan, Tilt and Zoom (PTZ) design. The main recording unit needs to have capability for a total of 16 video or camera inputs for the required 8 cameras and for up to 8 each future camera's in the event additional installation requirements.

POST 7:

This Post has a total of 7 cameras with the main entry way camera a PTZ styled camera. The main recording unit needs to have capability for a total of 16 video or camera inputs for the required 7 cameras and for up to 9 each future camera's in the event additional installation requirements.

POST 17:

This Post has a total of 7 cameras with the main front and rear entry way cameras of PTZ style. The main recording unit needs to have capability for a total of 16 video or camera inputs for the required 7 cameras and for up to 9 each future camera's in the event additional installation requirements.

Item No.	Description	Post 6 Total	Post 7 Total	Post 17 Total
1	Network Video Recorders (NVR)1	1	1	1
2	Pan Tilt Zoom HD Cameras	3	1	2
3	Non- PTZ (Fixed) HD Cameras	5	6	5
4	CCTV Monitors	2	2	2
5	Un-interruptible Power Supply (UPS) 4 hour capability	1	1	1
6	Surge Protection for Cameras	1	1	1
7	Misc. wiring and other required equipment-(1 lot)	1	1	1
8	Microphones on each camera (speaker in guard area)-1 lot (optional)	1	1	1
9	Sound Recording device for all microphones in each control room (optional)	1	1	1

VI. TASKS AND SUBMITALL PHASE

TASK I. PRELIMINARY-Site Assessments and 60% PS&E Submittal

The Project involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis of subsequent design activities to be in compliance with the International Building Code 2009 and all other agencies having jurisdictions. Submit five (5) copies for review/approval.

TASK II. PRE-FINAL-90% PS&E Submittal

The Pre-Final PS&E shall be 100% complete incorporating all approved comments from preliminary PS&E. Five (5) copies of the following shall be submitted

1. Plans- complete plans, including title sheet, summary of quantities and schedules, details, cross sections, etc;
2. Technical Specifications- complete technical specifications to properly construct each item, of work including test procedures required, and any special conditions to be required.
3. Estimates- Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any lump sum cost shall also be supported with detailed breakdown arriving to the lumps sum cost;
4. Design analysis and computation sheets;
5. CPM schedule to establish project construction activities within the specified construction time.

Firm's key personnel shall participate in the resolution meeting to resolve all comments on the submittal. Prepare a "Minutes of Meetings" for approval and distribution by DPW.

TASK III. FINAL DESIGN SUBMITTAL

After approval of the Pre-Final PS&E, submit five (5) copies for final review. Upon approval of the final PS&E and two (2) copies of other items listed below:

1. Plans
2. Specifications
3. Estimates

An electronic non-PDF workable file in AUTO CADD format, latest version, shall also be submitted in a separate disk for plans, specifications, and estimates for each phase.

VII. COMMENCEMENT AND COMPLETION OF WORK: Construction and design completion time is **one hundred eighty (180) calendar days**.

A. Design Phase:

1. The design period of this project is **forty (45) calendar days** excluding government review and approval. DPW will issue Notice to Proceed (NTP) for the design of the project upon approval of Contract Agreement.

2. The PS&E be prepared in conformance with the standard format furnished by the Government.
3. Plan size shall be 24" x 36".
4. All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".

5. Design Submittal Schedule:

Task I (Preliminary)	60% Submittal (PS&E)	15 days after Notice to Proceed
Task II (Pre-final)	90 % Submittal (PS&E) Task I	15 days after review & approval of Task I
Task III (Final)	100% Submittal (PS&E) Task II	15 days after review & approval of Task II

B. Construction Phase:

The construction period of this project is **one hundred thirty five (135) calendar days**. The Government will issue a Notice to Proceed for construction upon approval of building permit.

VIII. SITE INVESTIGATION

The contractor/designer shall verify existing site conditions and all pertinent information needed for the satisfactory performance of the scope of work.

IX. WARRANTY OF DESIGN AND CONSTRUCTION

- (a) The various warranties' time frames are noted in the HD Camera and Locking system descriptions. In general all labor and onsite workmanship shall carry a one year warranty once the systems are turned over to the Guam DOC. Since each building will have a potentially different turn over date then the warranties start date will be agreed to by the DOC and installing company as to the actual dates for each. Since the HD Camera systems and locking system contractors may be different and have different work schedules then the camera and locking system may also have different warranties start dates also.

X. DESIGN CODES/GUIDES AND REFERENCES

All services shall be performed in accordance with the general criteria contained in the following references.

- a. Building Law, Title XXXII, Government Code of Guam

- b. International Building Code (2009 Edition)
- c. International Mechanical Code (Latest Edition)
- d. International Plumbing Code (Latest Edition)
- e. National Electrical Code (NEC-Latest Edition)
- f. National Electrical Safety Code (NESC-Latest Edition)
- g. Life Safety Code (Latest Edition)
- h. International Fire Code (IFC-latest Edition)
- i. National Fire Protection Association Handbook (NFPA 70)
- j. Illuminating Engineering Society (IES)
- k. American Disability Act (ADA)
- l. GEPA, USEPA, CFR29
- m. Guam Energy Code
- n. All other codes, regulations, technical publications and design manuals applicable in the performance of this IFB.

Xi. GOVERNMENT REVIEWING AND APPROVING AGENCIES:

- 1. Department of Public Works
- 2. Guam Environmental Protection Agency
- 3. Department of Land Management
- 4. Guam Power Authority
- 5. Guam Fire Department
- 6. Guam Waterworks Authority
- 7. Guam Historic Preservation
- 8. Department of Corrections and their respective support contractors

XI. DISPOSAL:

- 1. Contractor must coordinate with the DPW/DOC prior to any disposal activity.
- 2. Removal and disposal fee shall be paid by the contractor.

END OF GENERAL STATEMENT OF WORK

TEMPORARY ALIEN PREVAILING WAGE RATES

EDDIE BAZA CALVO
Governor



RAY TENORIO
Lieutenant Governor

Office of the Governor of Guam

COMMON CONSTRUCTION PREVAILING WAGE RATES FOR GUAM

Pursuant to 8 CFR 214.2(h)(6)(v)(F)(2), U.S. Citizenship and Immigration Services (USCIS) must approve specific wage data and prevailing wage rates used for construction occupations on Guam. The following prevailing wage rates apply only to H-2B workers and similarly employed U.S. workers on Guam. USCIS has reviewed the Government of Guam's proposed rates and has approved the adjusted rates. These rates shall be effective for Temporary Labor Certification applications filed on or after Tuesday February 16, 2016.

<u>OCCUPATION</u>	<u>HOURLY WAGE RATES</u>
CAMP COOK	\$10.54
CARPENTER	\$14.20
CEMENT MASON	\$14.33
ELECTRICIAN	\$18.83
HVAC and REFRIGERATION MECHANICS	\$16.76
CONSTRUCTION EQUIPMENT MECHANIC	\$17.63
HEAVY EQUIPMENT OPERATOR	\$15.40
REINFORCING METAL WORKER	\$13.62
PAINTER	\$14.33
PIPEFITTER	\$17.41
PLASTERER	\$15.24
PLUMBER	\$17.41
SHEET METAL WORKER	\$15.92
STRUCTURAL STEEL WORKER	\$13.34
WELDER	\$17.92

These prevailing wage rates are effective for both new and extension temporary labor certifications. The prevailing wage rate on applications approved prior to the implementation of these new rates shall remain in effect for the duration of the existing labor certifications.

For further information, please contact Maria Connelley, Director of Labor, at (671) 475-7075, or Greg Massey, Administrator for the Alien Labor Processing & Certification Division (ALPCD) at (671) 475-8005.

/s/ EDDIE BAZA CALVO
Governor of Guam

FEB 16 2016

LATEST WAGE RATE DETERMINATION

WD 05-2147 (Rev.-19) was first posted on www.wdol.gov on 01/05/2016

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. Sims Director	Division of Wage Determinations
	Wage Determination No.: 2005-2147 Revision No.: 19 Date Of Revision: 12/29/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.15 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is 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 \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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		12.50
01012	- Accounting Clerk II		13.53
01013	- Accounting Clerk III		15.59
01020	- Administrative Assistant		17.67
01040	- Court Reporter		15.38
01051	- Data Entry Operator I		10.48
01052	- Data Entry Operator II		11.99
01060	- Dispatcher, Motor Vehicle		13.06
01070	- Document Preparation Clerk		12.25
01090	- Duplicating Machine Operator		12.25
01111	- General Clerk		10.29
01112	- General Clerk II		11.28
01113	- General Clerk III		12.32
01120	- Housing Referral Assistant		17.15
01141	- Messenger Courier		10.12
01191	- Order Clerk I		11.23
01192	- Order Clerk II		12.25
01261	- Personnel Assistant (Employment) I		14.33
01262	- Personnel Assistant (Employment) II		14.90
01263	- Personnel Assistant (Employment) III		16.48
01270	- Production Control Clerk		18.34
01280	- Receptionist		9.67
01290	- Rental Clerk		11.10
01300	- Scheduler, Maintenance		13.75
01311	- Secretary I		13.75

01312 - Secretary II	15.38
01313 - Secretary III	17.15
01320 - Service Order Dispatcher	11.57
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14

12000 - Health Occupations

12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91

14000 - Information Technology Occupations		
14041 - Computer Operator I		13.65
14042 - Computer Operator II		15.76
14043 - Computer Operator III		17.56
14044 - Computer Operator IV		19.50
14045 - Computer Operator V		21.81
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.65
14160 - Personal Computer Support Technician		19.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.08
16030 - Counter Attendant		8.08
16040 - Dry Cleaner		9.34
16070 - Finisher, Flatwork, Machine		8.08
16090 - Presser, Hand		8.08
16110 - Presser, Machine, Drycleaning		8.08
16130 - Presser, Machine, Shirts		8.08
16160 - Presser, Machine, Wearing Apparel, Laundry		8.08
16190 - Sewing Machine Operator		9.86
16220 - Tailor		10.33
16250 - Washer, Machine		8.46
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.49
19040 - Tool And Die Maker		18.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.49
21030 - Material Coordinator		18.34
21040 - Material Expediter		18.34
21050 - Material Handling Laborer		10.65
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		12.49
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.23
21150 - Stock Clerk		18.58
21210 - Tools And Parts Attendant		12.49

21410 - Warehouse Specialist 12.49

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 20.69
23021 - Aircraft Mechanic I 19.70
23022 - Aircraft Mechanic II 20.69
23023 - Aircraft Mechanic III 21.74
23040 - Aircraft Mechanic Helper 13.70
23050 - Aircraft, Painter 18.50
23060 - Aircraft Servicer 16.09
23080 - Aircraft Worker 17.38
23110 - Appliance Mechanic 14.49
23120 - Bicycle Repairer 9.74
23125 - Cable Splicer 15.43
23130 - Carpenter, Maintenance 13.00
23140 - Carpet Layer 13.55
23160 - Electrician, Maintenance 14.99
23181 - Electronics Technician Maintenance I 14.72
23182 - Electronics Technician Maintenance II 15.05
23183 - Electronics Technician Maintenance III 18.31
23260 - Fabric Worker 12.60
23290 - Fire Alarm System Mechanic 15.43
23310 - Fire Extinguisher Repairer 11.67
23311 - Fuel Distribution System Mechanic 15.43
23312 - Fuel Distribution System Operator 13.01
23370 - General Maintenance Worker 11.95
23380 - Ground Support Equipment Mechanic 19.70
23381 - Ground Support Equipment Servicer 16.09
23382 - Ground Support Equipment Worker 17.38
23391 - Gunsmith I 11.67
23392 - Gunsmith II 13.55
23393 - Gunsmith III 15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic 15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility) 16.55
23430 - Heavy Equipment Mechanic 15.15
23440 - Heavy Equipment Operator 13.73
23460 - Instrument Mechanic 15.43
23465 - Laboratory/Shelter Mechanic 14.49
23470 - Laborer 10.65
23510 - Locksmith 14.49
23530 - Machinery Maintenance Mechanic 17.38
23550 - Machinist, Maintenance 15.43
23580 - Maintenance Trades Helper 9.92
23591 - Metrology Technician I 15.43
23592 - Metrology Technician II 16.41
23593 - Metrology Technician III 17.37
23640 - Millwright 15.43
23710 - Office Appliance Repairer 14.38
23760 - Painter, Maintenance 13.55
23790 - Pipefitter, Maintenance 15.32
23810 - Plumber, Maintenance 14.38
23820 - Pneudraulic Systems Mechanic 15.43
23850 - Rigger 15.43
23870 - Scale Mechanic 13.55
23890 - Sheet-Metal Worker, Maintenance 15.21

23910 - Small Engine Mechanic		13.55
23931 - Telecommunications Mechanic I		19.01
23932 - Telecommunications Mechanic II		19.76
23950 - Telephone Lineman		18.24
23960 - Welder, Combination, Maintenance		14.66
23965 - Well Driller		15.43
23970 - Woodcraft Worker		15.43
23980 - Woodworker		11.67
24000 - Personal Needs Occupations		
24570 - Child Care Attendant		10.09
24580 - Child Care Center Clerk		12.58
24610 - Chore Aide		12.43
24620 - Family Readiness And Support Services Coordinator		12.44
24630 - Homemaker		16.12
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		15.43
25040 - Sewage Plant Operator		14.49
25070 - Stationary Engineer		15.43
25190 - Ventilation Equipment Tender		10.73
25210 - Water Treatment Plant Operator		14.49
27000 - Protective Service Occupations		
27004 - Alarm Monitor		10.90
27007 - Baggage Inspector		7.35
27008 - Corrections Officer		12.05
27010 - Court Security Officer		12.05
27030 - Detection Dog Handler		10.90
27040 - Detention Officer		12.05
27070 - Firefighter		12.05
27101 - Guard I		7.37
27102 - Guard II		10.90
27131 - Police Officer I		12.05
27132 - Police Officer II		13.40
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		9.53
28042 - Carnival Equipment Repairer		10.08
28043 - Carnival Equipment Worker		7.78
28210 - Gate Attendant/Gate Tender		13.18
28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		10.76
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		15.20
29020 - Hatch Tender		15.20
29030 - Line Handler		15.20
29041 - Stevedore I		14.22
29042 - Stevedore II		16.25
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56

30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.74
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver,	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03

99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

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

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

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

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

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

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

tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the

commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

PLANS

AS-BUILT PLANS AND PICTURES FOR REFERENCES AND GUIDELINES WILL BE MADE AVAILABLE TO ALL PROSPECTIVE BIDDERS DURING THE PRE-BID CONFERENCE AFTER SIGNING A NON-DISCLOSURE FORM TO BE PROVIDED BY THE GOVERNMENT.