

**GUAM POLICE DEPARTMENT FORENSIC SCIENCE DIVISION
LABORATORY**

PROJECT No.: 420-5-1042-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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2015

RECOMMEND APPROVAL:

APPROVED BY:


JOHN F. CALANAYAN
Engineer in Charge
Department of Public works

Date: 12/29/15


GLENN LEON GUERRERO
Director
Department of Public works

Date: 12/29/2015

RFP TIMELINES

PROJECT NO.:420-5-1042-F-MAN

GUAM POLICE DEPARTMENT FORENSIC SCIENCE DIVISION LABORATORY

<u>January 04, 2016:</u>	AVAILABILITY OF RFP DOCUMENTS:
<u>January 12, 2016 @ 10:00 A.M:</u>	MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT
<u>January 15, 2016 @ 4:00 P.M</u> .	LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS
<u>January 20, 2016</u>	ISSUANCE OF ANSWERS TO WRITTEN QUESTIONS
<u>January 29, 2105:</u>	RFP SUBMITTAL DUE DATE
TIME:	ON OR BEFORE 2:00 P.M.
PLACE:	DPW, BLDG. "B" CIP-CONTRACT SECTION

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I. PROJECT OVERVIEW

The Governor of Guam through the Guam Department of Public Works (hereinafter referred to as “DPW”) with the assistance of the Guam Police Department (hereinafter referred to as “GPD”) is seeking a qualified A & E firm to provide design and assessment of existing HVAC System for the Guam Police Department Crime Lab Building located at Mangilao, Guam. The RFP requires the Offeror to provide Investigative and assessment services including but not limited to electrical and mechanical investigation of existing facility, determination of project requirements for this RFP, including schematic or preliminary plans and estimates, determination of feasibility of proposed project; and preparation of measured drawings of existing facility

The A & E firm shall be required to provide services for the preparation of a complete plans, specifications and estimate (PS&E) and other related documents to be used in the competitive sealed bidding in the Construction Phase of the project. The following are the two (2) Task Orders to be provided by the Awardee.

- **TASK ORDER I**

Conduct an inspection and or an assessment of the existing HVAC System to determine required needs and costs to repair and to identify the sustainability of the system after repairs. A complete PS&E shall be develop to carry out the needed repairs during the construction phase of the project.

- **TASK ORDER II**

Conduct an inspection and or an assessment of the existing HVAC System as the basis to develop a new complete PS&E for the design of new HVAC system ready to be implemented during the construction phase of the project.

The A&E Consultant shall prepare the required documents in compliance with local and federal Government agencies having jurisdictions and the International Building Code 2009.

II. REQUEST FOR PROPOSAL AVAILABILITY

This Request for Proposal (“RFP”) is available for download from DPW’s website at www.dpw.guam.gov and public inspection at DPW’s office located at 542 North Marine Corps Drive, Upper Tumon, Guam 96913, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. A copy of the RFP may be picked up at the DPW office or mailed or e-mailed to a prospective Offeror by DPW upon request by the Offeror. Upon obtaining this RFP, prospective Offerors must complete the Acknowledgement of Receipt Form set forth as **ATTACHMENT A-1** to this RFP and return the completed form to DPW in order to receive any addenda or other notices related to this RFP (5GCA 5220 (b)). Failure by prospective Offerors to submit the Acknowledgement of Receipt Form to DPW may result in the

prospective Offeror not receiving notices from DPW regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

III. **AUTHORITY.**

This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

IV. **RFP MULTI-STEP INSTRUCTIONS:**

This is a Multi-Step Bid. Multi-Step Sealed Bidding is a two-phase process consisting of;

- a) **Phase I:** a technical part in which the Offeror submits a Technical Proposal as stated on Section V (Technical Proposal Requirements) of this RFP. An estimated Cost Proposal for the development of a complete PS&E for Task Orders I and II must be submitted (**ATTACHMENT A-2, Bid Form**) together with the Technical Proposal to be evaluated by the DPW to be pre-qualified based on the stated evaluation criteria in order to be considered for Phase II of the multi-step process.
- b). **Phase II:** all offerors whose technical offers are determined to be acceptable during the first phase have their priced bids considered and evaluated.

The process is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible Offeror, and at the same time, obtain the benefits of the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of the technical offers.

V. **TECHNICAL PROPOSAL REQUIREMENTS: must contain the following:**

- a). **Company Overview.**
 - **Type of Firm:** Provide a brief overview of your firm. State whether Offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for Offeror and a certificate of good standing from the state or territory of formation.
 - **Year firm established.** Indicate the number of years the Offeror has been in business under its present business name and the number of full-time personnel employed by Offeror in the last twelve (12) months.

b). Key Personnel.

Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist with the services under this RFP. At a minimum, if the Offeror is an individual, the proposal should include a complete resume of the individual. If the Offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the project. Include any pertinent or applicable awards, commendations and publications by team members

c). Primary Point of Contact.

Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the DPW and the Offeror for all work under the contract. The manager candidate may be subject to the approval of DPW.

i. Provide his/her resume and describe his/her qualifications

ii. Explain why this person has been selected as the overall project coordinator/manager.

d). Client list and work.

Include a listing of current and former clients and a description of the type of work performed or is being performed.

e). References.

DPW welcomes references of entities to which Offeror has provided services.

VI. COST PROPOSAL REQUIREMENTS:

The Cost Proposal shall include all cost associated with the development of Plans, Specifications & Estimates (PS&E) for Task Orders I and II complete and ready for use during the construction phase of the project as stated in this RFP.

VII. MULTI-STEP RFP REQUIREMENTS:

a). **Phase I:** Offerors are required to submit **Technical Proposal and Cost Proposal associated with the development of PS&E** in a Sealed Envelope together with a Bid Bond (ATTACHMENT A-3) which will be evaluated based on the evaluation criteria set forth in this RFP for pre-qualification.

b). **Phase II:** All Technical Proposals determined to be acceptable and qualified based on the evaluation criteria set forth on this RFP will be opened and considered.

Note: **Estimated design cost proposal will not be evaluated during the Phase I but will be a part of the evaluation as a whole in determining the responsibility and responsiveness of the Offeror).** DPW will pre-qualify all Offerors according to the Evaluation Criteria contained in this RFP. Once a determination of the Qualified Offerors is made, then and only then will the Submitted Sealed Bids be opened and evaluated. ALL SEALED BIDS from un-qualified Offerors will be RETURNED, UN-OPENED to the respective Offerors.

VIII. PERIOD OF PERFORMANCE

Period of performance for the Design and Assessment contract services is for a sixty (60) calendar day period commencing from issuance of Notice to Proceed.

IX. SITE INVESTIGATION

The Offeror must be responsible for the complete design and assessment of the project. The Offeror must visit the site and must be responsible for having ascertained pertinent conditions such as location, accessibility, general character of the site and the extent of existing condition within or adjacent to the site. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the condition thereof, accessibility or the amount of kind of work to be performed. All given figures/drawings are for general guidelines and for reference only and shall be verified by the contractor before the preparation of proposal.

X. AMMENDMENTS:

DPW reserves all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addenda to this RFP and shall be identified as such. Any amendment shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective Offerors who have signed in the Bidder Register Form.

XI. PRE-PROPOSAL CONFERENCE:

Pre-proposal conferences and site inspections are mandatory as stated on the RFP Timelines. Additional site inspections is permitted prior to the deadline for submission of proposals but Offerors must coordinate with DPW and GPD Representatives for proper schedule arrangement. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. DPW will notify all Offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference and site visit.

XII. PRE-PROPOSAL QUESTIONS:

Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the Director of Public Works as the procurement officer or its designee on or before the deadline set forth in the RFP Timelines. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

XIII. EXPLANATION TO OFFERORS.

No oral explanation in regard to the meaning of any part of this RFP 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 the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Questions about any part of this RFP should be communicated in writing to the Department of Public Works for interpretation. Offerors should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Offerors and its receipt by the proposer must be acknowledged.

XIV. DPW's ANSWERS:

DPW will provide an official written answer by the date set forth in the RFP Timelines to all questions received by the stated due date. DPW's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding with the DPW. Any written addendum will be forwarded to all entities or individuals who have picked-up an RFP and are included on the bidder register form. **All addenda shall form a part of the RFP documents and must be acknowledged upon receipt. Failure by any offeror to acknowledge receipt of each addendum shall be grounds for disqualifications.**

XV. LIQUIDATED DAMAGES:

The Awardee 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 Awardee 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 days 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. Calculations for Liquidated damages at one fourth of one percent will be based on outstanding order per calendar day from the date set for cure [2GAR, DIV4, Section 6101(9)].

XVI. BID BOND:

DPW will require that all Offerors include a Bid Bond as a requirement of this RFP. The Bid Bond shall be not less than 15 % of the estimated design cost and will be considered as a companion document to the SEALED BID. (ATTACHMENT A-3)

XVII. PERFORMANCE BOND

A performance bond shall be furnished as security for the faithful performance of all obligations under the Agreement documents. This bond shall be in amount at minimum, equal to the Agreement price and in such form and with such sureties as are acceptable to Department of Public Works Procurement Regulations. Prior to execution of the Agreement, the Contractor shall furnish to DPW evidence that the performance bond has been secured as required herein. (ATTACHMENT A-4)

XVIII. WITHDRAWAL OF PROPOSALS.

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

XIX. NO LATE PROPOSALS:

Proposals must be received at the receptionist's desk of DPW by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed, if requested.

XX. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions:
 - (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an

offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

XXI. 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.

XXII. HIRING 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 if H2 workers are employed in accordance with Executive Order No. 2014-06 and 2014-09.

XXIII. MINIMUM WAGE RATE

All temporary alien workers (H2) 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. (**ATTACHMENT A-5): PREVAILING WAGE RATE FOR TEMPORARY ALIEN**).

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

XXIV. WAGE AND BENEFITS DETERMINATION FOR SERVICES

Offerors submitting proposals must pay employees providing services procured through this RFP in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein (**ATTACHMENT A-6): THE WAGE DETERMINATION FOR SERVICE CONTRACT ACT**). 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/wdol/scafiles/std/05-2147.txt>

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.

XXV. RECEIPT/OPENING OF PROPOSALS:

Proposals shall not be opened publicly, and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award. Proposals and modifications shall be shown only to government personnel having a legitimate interest in them.

XXVI. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE:

All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

XXVII. DETERMINATION OF RESPONSIBILITY and RESPONSIVENESS:

The procurement officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Offeror.

XXVIII. COMPLETENESS OF PROPOSALS

Selection and award will be based on the information contained in the Offeror's proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by DPW. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

XXIX. FAILURE TO COMPLY WITH INSTRUCTIONS:

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. DPW may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

XXX. DPW RIGHTS RESERVED:

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

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

XXXI. NONDISCLOSURE OF DATA

In accordance with Guam Procurement Regulations § 3114(h) (2), Offerors may identify trade secrets and other proprietary data contained in their proposals. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, DPW shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, DPW shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

XXXII. DEBARMENT:

The Offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If an Offeror cannot certify this statement, attach a written explanation for review by the DPW.

XXXIII. INDEMNIFICATION:

Indemnify the government of Guam and DPW from any liability arising from the implementation of the Offeror's proposal.

XXXIV. PROPOSAL STRUCTURE

Offerors must organize their proposals into the sections delineated below, with tabs separating each section. The proposal should be prepared simply and economically, providing straightforward, concise description of the Offeror's ability to fulfill requirements of the proposal. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner.

Proposals must be in writing, signed in ink, and prepared as described herein. Offerors must clearly mark one proposal as "ORIGINAL" and provide five (5) copies. The original and copies must be placed in a sealed box or envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by DPW as being non-compliant.

1). Introduction:

Cover letter (must be on Offeror's letterhead) with the name and address telephone and facsimile numbers of the Offeror (and electronic address if available). The

Offeror shall use the exact legal name, as registered with the Department of Revenue and Taxation.

- i. Point of Contact: The individual executing the letter shall be identified by name and position and shall be authorized to bind the Offeror contractually. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- ii. Contact Information: Include the Offeror's name, address, telephone and facsimile numbers, and email address. Also include the Offeror's principal place of business. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this RFP; and

2. Company Overview.

- a. Type of firm: Provide a brief overview of your firm. State whether Offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for Offeror and a certificate of good standing from the state or territory of formation including firm's experiences and any pertinent or applicable awards, commendations and publications.
- b. Year firm established: Indicate the number of years the Offeror has been in business under its present business name and the number of full-time personnel employed by Offeror in the last twelve (12) months.
- c. Other firm names: Indicate all other names by which Offeror has been known and the length of time known by each name.
- d. Participating branch offices: If applicable, state the branch offices that participated in the development of the proposal, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).

3. Offeror's Primary Point of Contact and Experience

- a. Primary point of contact: Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the DPW and the Offeror for all work under the contract. The manager candidate may be subject to the approval of DPW.
 - i. Provide his/her resume and describe his/her qualifications
 - ii. Explain why this person has been selected as the overall project coordinator/manager.

- b. Key personnel: Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist with the services under this RFP. At a minimum, if the Offeror is an individual, the proposal should include a complete resume of the individual. If the Offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the project.
 - c. Client list and work: Include a listing of current and former clients and a description of the type of work performed or is being performed.
 - d. References: DPW welcomes references of entities to which Offeror has provided services.
 - e. Work plan. Offeror should provide a description of the design plan and the methods to be used that will convincingly demonstrate to DPW what the Offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.
- 4. Qualification to do Business:** Offerors are required to present Business License issued by Department of Revenue and Taxation, and a copy of current Certificate of Authorization (COA) to contract for architectural or engineering services issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors.
- 5. Required Legal Documentation:**
- a. Affidavit Non-Collusion (Attachment A-7)
 - b. Affidavit No Gratuities or Kickbacks (Attachment A-8)
 - c. Affidavit Contingent Fees (Attachment A-9)
 - d. Affidavit Ethical Standards (Attachment A-10)
 - e. Local Procurement Preference Application (Attachment A-11)
 - f. Declaration Re Compliance With U.S. DOL Wage Determination (Attachment A-12)
 - g. Local Procurement Preference (Attachment A-13)
- 6. Design Fee Proposal:** All Offerors are required to provide a SEALED BID for the estimated design costs associated with their proposal to address the needs of GPD Crime Lab Existing HVAC System as stated on **Page 6, Task Order I and II.**

(Note: Estimated design cost will not be opened during Phase I of the Multi-Step process but will be considered as part in determining the responsibility and responsiveness of the Offeror).

XXXV. RFP LEGAL REQUIREMENTS:

Each Offeror is required to submit the affidavits and assurances attached as **Attachments A-7 through A-13**. Failure to include said affidavits and assurances shall render a proposal non-responsive.

1. **Affidavit Disclosing Ownership and Commissions** per 5 G.C.A. § 5233 (**reference: ATTACHMENT A-7**). As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365 day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. **See RFP Legal Form: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002**
2. **Affidavit re Non-Collusion** per 2 GAR Division 4 § 3126(b) (**reference: ATTACHMENT A-8**). By submitting an offer, the Offeror certifies that the price submitted was independently arrived at without collusion. **See RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003**.
3. **Affidavit Re No Gratuities or Kickbacks** per 2 GAR Division 4 § 11107(e) (**reference: ATTACHMENT A-9**). The bidder, Offeror, or 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 §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities**. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks**. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor

or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. See **RFP Legal Form: Affidavit Re No Gratuities or Kickbacks; AG Procurement Form 004.**

4. **Affidavit Re Contingent Fees per 2 GAR § 11108 (reference: ATTACHMENT A-10).** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. See **RFP Legal Form: Affidavit Re Contingent Fees; AG Procurement Form 007.**
5. **Affidavit Re Ethical Standards per 2 GAR § 11103. (reference ATTACHMENT A-11).** The bidder, Offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. See **RFP Legal Form: Re Ethical Standards; AG Procurement Form 005.**
6. **Declaration Re Compliance with U.S. DOL Wage Determination per 5 GCA § 5801 & 5802. (reference ATTACHMENT A-12).**
7. **Local Procurement Preference per 5GCA § 5008. (reference: ATTACHMENT A-13).**

XXXVI. DISCUSSIONS AND EVALUATION:

During Phase I; Evaluation committee will be established to review and evaluate all proposals submitted in response to this RFP. The committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria set forth in this RFP. All Technical proposals submitted will be evaluated by the Evaluation committee to pre-qualify each offeror based on the evaluation criteria in order to be considered for Phase II of the multi-step process.

During Phase II; Once a determination for the qualified, responsible and responsive Offerors is made, then and only then will the Sealed Bid be opened, evaluated and negotiated. ALL SEALED BIDS from Offerors deemed NOT QUALIFIED will be RETURNED, UN-OPENED to the respective Offerors.

XXXVII. OPENING OF PROPOSALS.

Proposals shall not be opened publicly, shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt

of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each Offeror, the number of modification received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to territory personnel having a legitimate interest in them.

XXXVIII. AMENDMENTS TO REQUEST FOR PROPOSALS.

The right is reserved as the interest of the Department of Public Works may require revising or amending the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals and shall be identified as such and shall require that Offerors acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the Request for Proposal it amends. Amendments shall be sent to all prospective Offerors known to have received a Request for Proposal. Amendments shall be distributed within a reasonable time to allow prospective Offerors to consider the issue in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment.

XXXIX. NEGOTIATION AND AWARD OF CONTRACT.

The Department of Public Works shall negotiate a contract with the lowest, responsive and responsible Offeror for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) determining that the proposer will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

XL. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED OFFEROR.

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified proposer, the contract will be awarded to the proposer. (ATTACHMENT A-14)

XLI. FAILURE TO NEGOTIATE CONTRACT WITH LOWEST, RESPONSIBLE AND RESPONSIVE OFFEROR.

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified proposer, a written record stating the reasons therefore shall be placed in the file and the Department of Public Works will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to

negotiate a contract with the best-qualified proposer, the Department of Public Works will enter into negotiations with the next most qualified Offeror. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified proposer.

XLII. NOTICE OF AWARD.

The Department of Public Works will notify all Offerors of the status of the RFP and intent to award. Written notice of award will be public information and made a part of the contract file.

XLIII. REJECTION OF PROPOSAL OFFER.

The Department of Public Works shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in DPW's interest or in the best interest of the Territory of Guam as provided for in the regulations 2 GAR, Div. 4 §3115(e)(2).

XLIV. CANCELLATION OF RFP SOLICITATION:

Prior to the date deadline set for proposal offers, this solicitation maybe cancelled in whole or in part when the Director of Public Works or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the Department of Public Works best interest, in accordance with the Procurement Rules and Regulations; as provided for in the regulations 5 GCA §5225; 2 GAR, Div. 4 §3115(c).

XLV. PHASE I: MULTI-STEP RFP EVALUATION

1. Method of Evaluation

- After receipt of all proposals, the Selection committee will be convened to review and evaluate the proposals according to the **Evaluation Criteria**. The proposal submitted will be the primary document for evaluation. DPW reserves the right to select or reject any and all proposals submitted, to waive any minor information or irregularity in proposals received. It is the policy of the Department of Public Works to award proposals to offeror duly authorized and licensed to conduct business in Guam. **Offerors are required to address each evaluation criterion listed herein in their proposals.**

XLVI. PHASE I: EVALUATION CRITERIA

a). Firm’s Statement of Experiences and Qualifications

- Offerors are required to present satisfactory evidence that their Firm have sufficient experience and are fully qualified. Provide a brief overview of your firm.

b). Key Team Members Experiences and Qualifications

- Offerors are required to present key team member’s brief background of their experience and education. Include a written, verifiable statement of experience in providing and managing requested services.

c). Licensing Requirements

- Offerors are required to present Business License issued by Department of Revenue and Taxation, and a copy of current Certificate of Authorization (COA) to contract for architectural or engineering services issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors.

d). Determination of Responsibility and Responsiveness of Offeror

- Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors.

XLVII. PHASE I EVALUATION, RATING AND SELECTION

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance are as follows:

All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria and form provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
<p><u>Firm’s Statement of Experiences & Qualifications:</u> Offerors are required to present satisfactory evidence that their Firm have sufficient experience and are fully qualified. Provide a brief overview of your firm.</p>	25	
<p><u>Key Team Members Experiences & Qualifications:</u> Offerors are required to present key team member’s brief background of their experience and education. Include a written, verifiable statement of experience in providing and managing</p>	25	

requested services.		
<u>Licensing Requirements:</u> Offerors are required to present Business License issued by Department of Revenue and Taxation, and a copy of current Certificate of Authorization (COA) to contract for architectural or engineering services issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors.	25	
<u>Determination of Responsibility of Offeror</u> Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors.	25	
TOTAL POINTS	100	

XLVIII. INDIVIDUAL EVALUATION FORM:

Evaluation Criteria	Evaluation Points	Remarks
Firm's Statement of Experiences & Qualifications		
Key Team Members Experiences & Qualifications.		
Licensing Requirements		
Determination of Responsibility of Offeror		
Total		

XLIX. SUMMARY EVALUATION FORM:

Criteria	Evaluators Points					Total Points	Remarks
	A	B	C	D	E		
Firm's Statement of Experiences & Qualifications							
Key Team Members Experiences & Qualifications.							
Licensing Requirements							
Determination of Responsibility of Offeror							
Total							

L. PRE-QUALIFICATION DETERMINATION

All Technical Proposals determined to be acceptable and qualified during Phase I based on the evaluation criteria set forth on this RFP will be opened and considered during Phase II of this Multi-Step process.

All Offerors having a total score of Seventy five (75) point will be considered and opened during Phase II to determine the lowest, responsive and responsible Offeror.

LI. RFP TASKS AND SUBMITAL PHASE

1. Task I. Preliminary-Site Inspection/Assessment

- A.** Conduct an inspection and or an assessment of the existing HVAC System to determine required needs and costs to repair and to identify the sustainability of the system after repairs. PS&E shall be develop to carry out the needed repairs for construction. **(Task Order I)**

- B.** Conduct an inspection and or an assessment of the existing HVAC System as the basis to develop PS&E for the new design of new HVAC system. **(Task Order II)**

Submit all narrative inspection and or assessment reports to DPW for review and approval fifteen (15) calendar days after issuance of Notice to Proceed.

2. Task II. PS&E Submittal

The PS&E shall be 100% complete incorporating all approved comments from Task I approved and signed by a Professional Engineer licensed to do business in Guam.

- A.** One (1) original and two (2) copies of PS&E for the repair of the existing HVAC system shall be submitted complete and ready to be used in the competitive sealed bidding in the Construction Phase of the project. **(Task Order I)**

- B.** One (1) original and two (2) copies of PS&E for the new design of the new HVAC system shall be submitted complete and ready to be used in the competitive sealed bidding in the Construction Phase of the project. **(Task Order II)**

3. Task II PS&E Submittal Schedule:

Preliminary 60% Submittal (PS&E)
(Task Order I & II)

30 calendar days after Notice to Proceed

Pre-final	90 % Submittal (PS&E)	15 calendar days after review & approval of (Task Order I & II) Preliminary submittal
Final	100% Submittal (PS&E)	15 calendar days after review & approval of (Task Order I & II) Pre-final submittal

4. PS&E Requirements:

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.

LII. SITE INVESTIGATION

The Offeror must be responsible for the complete design and assesment of the project. The Offeror must visit the site and must be responsible for having ascertained pertinent conditions such as location, accessibility, general character of the site and the extent of existing condition within or adjacent to the site. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the condition thereof, accessibility or the amount of kind of work to be performed. All given figures/drawings are for general guidelines and for reference only and shall be verified by the contractor before the preparation of proposal.

LIII. WARRANTY OF DESIGN

The Awardee warrants that the Design shall be performed in accordance with contract requirements and ready to acquire building permit during the construction phase of the project. The A&E firm shall assist DPW and the future construction firm to satisfy any additional requirements that may deem necessary during the permitting process. Design works related not conforming to the Contract requirements shall be corrected at no additional cost to the Government.

LIV. 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 RFP.

The A&E firm shall provide multi-discipline professional engineer services and other related engineering services as required for the preparation of a complete PS&E to be used in the competitive sealed bidding in the Construction Phase of the project. Drawings shall be stamped and signed by a Professional Engineer who must be currently registered by the Guam Professional Engineers, Architect and Land Surveyors (PEALS) Board.

LIV. RFP ATTACHMENTS: The following are RFP Attachment and are made part of this RFP.

- | | | |
|------------|------------------------|--|
| 1. | ATTACHMENT A-1 | Acknowledgement of Receipt Form |
| 2. | ATTACHMENT A-2 | Bid Price Form |
| 3. | ATTACHMENT A-3 | Bid Bond |
| 4. | ATTACHMENT A-4 | Performance and Payment Bond |
| 5. | ATTACHMENT A-5 | Prevailing Wage Rate for Temporary Alien |
| 6. | ATTACHMENT A-6 | USDOL Wage Determination |
| 7. | ATTACHMENT A-7 | Affidavit of Disclosing Ownership and Commissions |
| 8. | ATTACHMENT A-8 | Affidavit of Non Collusion |
| 9. | ATTACHMENT A-9 | Affidavit Re No Gratuities or Kickbacks |
| 10. | ATTACHMENT A-10 | Affidavit Re Contingent Fees |
| 11. | ATTACHMENT A-11 | Affidavit Re Ethical Standards |
| 12. | ATTACHMENT A-12 | Declaration Re Compliance with USDOL Wage Determination |
| 13. | ATTACHMENT A-13 | Local Procurement Preference |
| 14. | ATTACHMENT A-14 | Formal contract |

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

RFP-420-5-1042-F-MAN

Guam Police Department Forensic Science Division Laboratory

Name of Prospective Offeror _____

Name of Person receiving RFP _____

Signature _____

Date _____

Time _____

Contact Person regarding RFP _____

Company/Firm _____

Title _____

E-mail Address _____

Contact Number _____

Fax Number _____

Address _____

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 _____, hereby
proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services
necessary _____ for
the _____

all in accordance with the drawings, specifications and other contract documents prepared by the
Department of Public Works for the sum
of _____ (\$
_____) 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.

Project Name: Guam Police Department Forensic Science Division Laboratory
Project No.: 420-5-1042-F-MAN

Description	Quantity	Unit Cost	Total Cost
<p>Provide services for the preparation of a complete plans, specifications and estimate (PS&E) and other related documents to address the following two (2) Task Orders;</p> <ul style="list-style-type: none"> • <u>TASK ORDER I</u> <p>Conduct an inspection and or an assessment of the existing HVAC System to determine required needs and costs to repair and to identify the sustainability of the system after repairs. A complete PS&E shall be develop to carry out the needed repairs during the construction phase of the project.</p> <ul style="list-style-type: none"> • <u>TASK ORDER II</u> <p>Conduct an inspection and or an assessment of the existing HVAC System as the basis to develop a new complete PS&E for the design of new HVAC system ready to be implemented during the construction phase of the project.</p>	LS	LS	
Total Cost:			

Total lump sum cost as per RFP Requirements, complete and ready for use:

_____ (\$ _____)

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

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 **“Guam Police Department Forensic Science Laboratory”**.

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 _____, 2015

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

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 _____, 2015
entered into a Contract with the Government for the “**Guam Police Department Forensic
Science Laboratory, Project No.: 420-5-1042-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
Project Name: Guam Police Department Forensic Science Division Laboratory
Project No.: 420-5-1042-F-MAN

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 sub-contractor 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)

ATTACHMENT A-5:**PREVAILING WAGE RATE FOR TEMPORARY ALIEN**

Prevailing Wage Rates for Temporary Alien Employment Certification
Government of Guam
EFFECTIVE SEPTEMBER 29, 2008

OCCUPATION	HOURLY
Bricklayer	\$14.02
Carpenter	\$13.56
Cement Mason	\$12.87
Construction Equipment Mechanic	\$14.14
Cook, CAMP	\$11.85
Construction Helper	\$9.34
Construction Labor	\$8.50
Electrician	\$15.45
Heating Air conditioning & Refrigeration Mechanic	\$15.73
Heavy Equipment Mechanic	\$14.14
Heavy Equipment Operator	\$13.77
Iron Worker	\$10.38
Painter	\$14.60
Pipe Fitter	\$16.80
Plasterer	\$10.98
Plumber	\$14.96
Refrigeration Mechanic	\$16.24
Roofer	\$10.96
Sheet-Metal Worker	\$15.17

ATTACHMENT A-6

WD 05-2147 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 17
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 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 \$10.10 (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

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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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, 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 ordinance, 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 ordinance, (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 ordinance, explosive, and incendiary ordinance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordinance, 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.

ATTACHMENT A-7

AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

The Offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of Offeror company]*, and the persons, companies, partners, or joint ventures 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 OF NON COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me

This ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [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, and 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 offices, 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 _____, 20____.

NOTARY PUBLIC

My commission expires: _____, _____.

ATTACHMENT A-11

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [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 _____, 20____.

NOTARY PUBLIC

My commission expires: _____.

LOCAL PROCUREMENT PREFERENCE

Please place a "x" on the block indicating the item that applies to your business:

Five G.C.A. § 5008, Policy in Favor of Local Procurement, states:

All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be contractor is:

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

*Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference only if the Government's requirement is for service. "Service" is defined in 5 G.C.A. § 5030.

I, _____, representative for _____ ("offeror"), have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. 12-002. I understand that GEDA will review this application and provide me with a determination whether or not the 15% preference will be applied to this bid. I agree to provide such information or evidence as may be requested by GEDA to substantiate the offeror's qualification for the local procurement preference.

I, _____, representative for _____, have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for RFP-Project No. 420-5-1042-F-MAN.

Date

CONTRACT NO. _____

CONTRACT

(Contractor)

Public Works
(Department)

2016

Contract for: Guam Police Department Forensic Science Laboratory

Project No.: 420-5-1042-F-MAN

Amount: \$ _____

Place: Mangilao, Guam

FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this _____ day of _____ 2015, 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, or corporation of Guam, hereinafter called the "Contractor", party of the second part.

WITNESSETH, That whereas the Government intends to perform the **“Guam Police Department Forensic Science Laboratory, Project No.420-5-1042-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**

Project Name: Guam Police Department Forensic Science Division Laboratory
Project No.: 420-5-1042-F-MAN

within Sixty (60) 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. 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 all 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.

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. 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 commission 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.

VI. 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.

VII. DISPUTES. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer whose decision shall be final and conclusive upon the parties thereto. In the meantime the Contractor shall diligently proceed with the work as directed.

VIII. 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 binding or works

covered by this contract, or the land upon which the same is situated.

IX. 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.

IX. 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.

X. 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).

XI. 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.

XII. 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.

XIII. 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:

Date: _____

CERTIFIED FUNDS AVAILABLE:

Certifying Officer
Guam Police Department

Date: _____

Allotment No.:

Amount: \$

APPROVED:

Glenn Leon Guerrero
Director
Department of Public Works

Date: _____