

REQUEST FOR PROPOSALS

GUAM PUBLIC HEALTH TRAINING AND LABORATORY FACILITY GEOTECHNICAL ENGINEERING SERVICES

PROJECT No.: 470-5-1083-F-MAN

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:



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

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2024

RECOMMEND APPROVAL:

APPROVED BY:



JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: 2/27/24

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____



The Honorable
LOURDES A. LEON GUERRERO
Maga' Håga • Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Låhi • Lieutenant Governor



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

REQUEST FOR PROPOSALS

The Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor of Guam, Joshua F. Tenorio, through the Director of the Department of Public Works is seeking a qualified Engineering Firm to perform geotechnical engineering services for the design of the Guam Public Health Training and Laboratory Facility, Project No.: 470-5-1083-F-MAN.

Sealed proposals will be received at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works, Government of Guam, no later than **4:00 p.m. March 21, 2024**.

RFP documents can be obtained from the Contracts Administration Technical Services, Ground Floor, TMC Building, Department of Public Works commencing on **March 1, 2024**.

This Request for Proposals (RFP) is available to download from DPW's website at www.dpw.guam.gov. Also, upon obtaining the RFP, prospective Offeror must complete the Acknowledgement of Receipt Form set forth as **Attachment A-8** to this RFP and return the completed form to DPW in order to receive any addenda or other notices related to this RFP. 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, or proposals may be deemed non-responsive.

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

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

A pre-proposal conference will be held **on March 8, 2024 at 9:30 a.m.** at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works. Prospective offerors are requested to attend this conference.

VINCENT P. ARRIOLA
Director

RFP TIMELINES

PROJECT NO.: 470-5-1083-F-MAN

March 1, 2024

AVAILABILITY OF RFP DOCUMENTS:

March 8, 2024

PRE-PROPOSAL CONFERENCE

March 11, 2024

**LAST DAY TO SUBMIT WRITTEN QUESTIONS
AND/OR REQUESTS FOR CLARIFICATIONS**

March 21, 2024

RFP SUBMITTAL DUE DATE

TIME:

ON OR BEFORE 4:00 P.M.

PLACE:

DPW, TMC BLDG. CIP-CONTRACTS SECTION

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I. PROJECT OVERVIEW

The Governor of Guam through the Guam Department of Public Works (hereinafter referred to as “DPW”) is seeking a qualified Engineering Firm (hereinafter referred to as “Firm”) to perform geotechnical engineering services for the Guam Public Health Training and Laboratory Facility Geotechnical Engineering Services (hereinafter referred to as “Project”). The Firm must possess a current Certificate of Registration (COR) or Certificate of Authorization (COA) issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board in accordance with 22 GCA, CH 32

Qualified Firms shall submit the required proposal documents on the specified timelines identified within this RFP.

II. AUTHORITY

This 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.

III. AMENDMENTS

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.

IV. PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled as stated on the RFP Timelines. The pre-proposal conference 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 submitted in writing to DPW.

V. 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.

VI. 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 DPW 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.

VII. 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 Offeror 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.**

VIII. PERIOD OF PERFORMANCE:

Period of performance for the Awardee will be for a period of 60 calendar days.

IX. 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.

X. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED:

Alternate or multiple proposals will not be accepted. Any Offeror submitting alternate, multiple, or otherwise altered proposals will be deemed nonresponsive and disqualified from this solicitation.

XI. NO LATE PROPOSALS

Proposals must be received at Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works, Government of Guam 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 Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works, Government of Guam 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.

XII. 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.

XIII. EQUAL OPPURTUNITY

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

XIV. 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.

XV. 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.

XVI. DETERMINATION OF RESPONSIBILITY

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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. REJECTION OF PROPOSAL OFFER

The DPW 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).

XXII. CANCELLATION OF RFP SOLICITATION

Prior to the date deadline set for proposal offers, this solicitation maybe cancelled in whole or in part when the DPW or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the DPW 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).

XXIII. 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.

XXIV. INDEMNIFICATION

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

XXV. RFP LEGAL REQUIREMENTS

Each Offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-6**. 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 (Attachment A-1)**. As a condition of this IFB, 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 IFB 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.
2. **Affidavit re Non-Collusion per 2 GAR Division 4 § 3126(b) (Attachment A-2)**. By submitting an offer, the Offeror certifies that the price submitted was independently arrived at without collusion.
3. **Affidavit Re No Gratuities or Kickbacks per 2 GAR Division 4 § 11107(e) (Attachment A-3)**. 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.

4. **Affidavit re Contingent Fees per 2 GAR § 11108 (Attachment A-4).** 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.
5. **Affidavit RE Ethical Standards per 2 GAR § 11103 (Attachment A-5).** 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.
6. **Declaration Re Compliance with U.S. DOL Wage Determination** (Attachment A-6)

XXVI. RFP REQUIREMENTS

Proposal must be in writing, signed in ink, and prepared as described below. Offerors must clearly mark one proposal as “ORIGINAL” with CD disk and provide four (4) copies. The original copies must be placed in sealed box or envelope clearly labeled with 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 RFP, or irregularities of any kind may be rejected by DPW as being non-compliant.

1. Introduction

- a). 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).

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.
- 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.

3). **Key Personnel.**

- a) 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 including all licenses required who will be working on any engineering aspect of the project.** Include any pertinent or applicable awards, commendations and publications by team members.
- b) **Client list and work:** include a listing of significant current and former projects and description of the type of work performed or related work for this project.

4). **Licensing Requirement**

- a) The Firm must possess a current Certificate of Registration (COR), or Certificate of Authorization (COA) issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board in accordance with 22 GCA, CH 32.
- b) Offerors are required to present a copy of current Professional Engineer License issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors Board (PEALS Board) of all the individuals who will be working on any engineering aspect of the project.

5). **References:**

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

XXVII. OPENING OF PROPOSALS

Proposals will not be opened publicly and will 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 of the contract. Proposals and modifications shall be shown only to territory personnel having a legitimate interest in them.

XXVIII. SELECTION/ESTABLISHMENT OF A&E EVALUATION COMMITTEE BOARD.

A formally constituted A&E Evaluation Committee Board (AECB) shall accomplish the selection of an A&E Firm for an A& E contract. The Director of DPW shall establish an AECB to act under his/her authority.

The qualifications or area of responsibility of board members will be commensurate with the scope of A&E services to be procured. The selection criteria and list of professional staff will be provided to the Director for his use in appointing the board members.

The AECB is comprised of the following personnel:

Chairman:

Vincent P. Arriola, Director/Administrator/Procurement Officer, DPW

Members:

Arce Fontbuena, Engineer Supervisor/ Highway

Jeri Calaor, Engineer III, Design Analysis Section, DPW

Timmy Gonzaga, Engineer II CQC Section

If any of the appointed members is/are not able to fulfill their appointment, a replacement will be appointed by the Director of DPW. The replacement shall be a manager or staff professional from the DPW Sections. The proposers shall be notified of the replacement prior to the pre-evaluation of proposals.

XXIX. RFP EVALUATION

Method of Evaluation

After receipt of all proposals, the AECB 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 DPW 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.

XXX. EVALUATION AND DISCUSSIONS

- **Evaluation:**

AECB will be established to review and evaluate all proposals submitted in response to this RFP. The AECB 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 proposals submitted will be evaluated by the AECB and will be ranked by the criteria provided in this RFP.

- **Discussions:**

The AECB may conduct discussions with any Offeror to: (1) determine in greater detail such Offeror's qualifications and (2) explore with the Offeror the scope and nature of the required services, its proposed method of performance, and the relative utility of alternative methods of approach. Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the DPW shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open for public inspection except as otherwise provided in the contract.

XXXI. NEGOTIATION AND AWARD OF CONTRACT

The DPW shall negotiate a contract with the best-qualified 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) 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

XXXII. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED OFFEROR.

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified offeror, the contract will be awarded to the qualified offeror. (See ATTACHMENT 7)

XXXIII. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror a written record stating the reasons therefore shall be placed in the file and the DPW 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 offeror the DPW 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.

XXXIV. NOTICE OF AWARD.

The DPW 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.

XXXV. AWARDING OF CONTRACT

The DPW will negotiate a contract with the best qualified offeror for the required services. If compensation, contract requirements and contract documents can be agreed upon with the offeror, a contract will be awarded to this offeror.

XXXVI. COMMENCEMENT AND COMPLETION OF WORK

Geotechnical engineering services completion time is 60 calendar days. DPW will issue Notice to Proceed (NTP) for the services after approval of Contract Agreement and soil boring permitting.

XXXVII. EVALUATION, RATING AND SELECTION TABLE

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 AECB and will be rated using the criteria and form provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Offeror's Educational Attainment/Background</u> Offeror is required to present Educational Attainment, Certifications, trainings etc.	20	
<u>Statement of Experiences & Qualifications</u> Offeror is required to present satisfactory evidence that he/she or the A&E Firm have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing requested services.	50	

<u>Licensing Requirements:</u> Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors of all individuals who will be working on any engineering aspect of the project.	20	
<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.	10	
TOTAL POINTS	100	

XXXVIII. INDIVIDUAL EVALUATION FORM:

Evaluation Criteria	Evaluation Points	Remarks
Offeror's Educational Attainment/Background		
Statement of Experiences & Qualifications		
Licensing Requirements		
Determination of Responsibility of Offeror		
Total		

XXXIX. SUMMARY EVALUATION FORM

Criteria	Evaluators Points					Remarks
	A	B	C	D	E	
Offeror's Educational Attainment/Background						
Statement of Experiences & Qualifications						
Licensing Requirements						
Determination of Responsibility of Offeror						
Total						

XL. SCOPE OF SERVICES AND RESPONSIBILITIES

- A. The Firm shall perform the following services:
1. Site observations
 2. Soil test borings and sampling and percolation test
 3. Laboratory testing of samples obtained during drilling explorations
 4. Engineering evaluation of field and laboratory data
 5. Preparation of geotechnical engineering report summarizing results of various findings and geotechnical recommendations'

- B.** The Firm shall be professionally responsible for the services performed under this contract. Contractor shall be responsive to all required government criteria, information, guidance and review for comments. All services shall be in full compliance with all required Federal and Local requirements.
- C.** The Firm shall be responsible and shall coordinate their work as required with the various agencies, local or federal representatives having any formal jurisdiction in permits, reviews and approvals.
- D.** The Firm shall provide necessary engineering services needed to comply with all local and federal requirements.
- E.** All drawing, illustrations and pictures attached to the RFP documents are for general guidelines and reference.

XLI. WARRANTY OF ENGINEERING SERVICES

The Firm warrants that the engineering services shall be performed in accordance with RFP requirements. The Firm shall assist DPW to satisfy any additional requirements that may deem necessary during the design, permitting and construction process.

XLII. DESIGN CODES/GUIDES AND REFERENCES

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

- a. Building Law, Title XXXII, Government Code of Guam
- b. International Building Code (2018 Edition)
- c. All other codes, regulations, technical publications and design manuals applicable.

XLIII. MANDATORY/LEGAL REQUIREMENTS (To Be Submitted together with Proposal)

See Attachments A-1 to A-6

XLIV. FORMAL CONTRACT

See Attachment A-7

XLV. ACKNOWLEDGEMENT OF RECEIPT FORM

See Attachment A-8

XLVI. LATEST WAGE RATE DETERMINATION

See Attachment A-9

XLVII. DRAWINGS/PLANS

See Attachment A-10 to A-11

ATTACHMENT A-1

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

TERRITORY OF GUAM)

) ss.

HAGATNA, GUAM)

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

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

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

Name	Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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]:

Name	Address	Compensation
_____	_____	_____

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 _____, 202__

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT re NON-COLLUSION

TERRITORY OF GUAM)

) ss.

HAGATNA, GUAM)

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

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

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

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

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

Subscribed and sworn to before me

this ____ day of _____, 2024.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)

) ss.

HAGATNA, GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

this ____ day of _____, 2024.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)

) ss.

HAGATNA, GUAM)

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

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

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

Subscribed and sworn to before me
this ____ day of _____, 2024.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

this ____ day of _____, 2024.

NOTARY PUBLIC

My commission expires _____, ____.

DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

THIS MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL

ATTACHMENT A-7

CONTRACT NO. _____

CONTRACT

(Contractor)

Public Works
(Department)

2024

Contract for: **Guam Public Health Training and Laboratory Facility Geotechnical Engineering Services**

Project No.: **470-5-1083-F-MAN**

Amount: **\$**

Place: **Mangilao, Guam**

FORMAL CONTRACT

THIS CONTRACT made and entered by and between the Department of Public Works, Government of Guam, hereinafter called the "Government", and _____, a Licensed Engineering Firm of Guam, hereinafter called the "Contractor".

WITNESSETH, that whereas the Government intends to perform the **"Guam Public Health Training and Laboratory Facility Geotechnical Engineering Services, Project No. 470-5-1083-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 complete Geotechnical Engineering Services 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 provide complete Geotechnical Engineering services as required by this RFP. Period of performance for the Contractor will be for a period of **Sixty (60) calendar days**.

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

- VI. **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 Awardee respectively. Neither the Government nor the Awardee shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.
- VII. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, material man or other person 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.
- VIII. **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 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.** Service provider 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 Awardee, Awardee's officers, agents, servants or employees under this contract.
- X. **CLAIMS AGAINST GOVERNMENT.** The service provider 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 service provider against the Government if the claim arises out of or in connection with this agreement. The service provider also expressly recognizes that all other claims by the service provider against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Annotated, Chapter 5).
- XI. **CONSENT TO JURISDICTION.** The service provider 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 service provider 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 service provider 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€)** 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 service provider represents that he

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first indicated by their respected names, which shall only become effective on the date it is signed by the Governor of Guam.

CONTRACTOR

GOVERNMENT

Date: _____

Date: _____

CLEARED AS PER BBMR'S REVIEW:

CERTIFIED FUNDS AVAILABLE:

LESTER L. CARLSON, Jr.

Director

Bureau of Budget Management and Research

Date: _____

Certifying Officer

Allotment No.:

Amount:

APPROVED AS TO LEGALITY AND
FORM:

DOUGLAS B. MOYLAN

Attorney General

Date: _____

APPROVED:

LOURDES A. LEON GUERRERO

Governor of Guam

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

Project No: 470-5-1083-F-MAN

**GUAM PUBLIC HEALTH TRAINING AND LABORATORY FACILITY
GEOTECHNICAL ENGINEERING SERVICES**

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

LATEST WAGE DETERMINATION

"General Decision Number: GU20220001 02/25/2022"

Superseded General Decision Number: GU20210001

State: Guam

Construction Types: Building, Heavy, Highway and Residential

Excludes any projects funded under the National Defense Authorization Act 2010 - Guam Realignment Fund - Defense Policy Review

County: Guam Statewide.

BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026. Please note that this Executive Order applies to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself but does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022.	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number

0

1

Publication Date

01/07/2022

02/25/2022

* SUGU2020-001 03/05/2020

	Rates	Fringes
CARPENTER	\$ 15.48	
CEMENT MASON	\$ 14.92 **	
ELECTRICIAN	\$ 18.52	
HEAVY EQUIPMENT MECHANIC	\$ 18.32	
HEAVY EQUIPMENT OPERATOR	\$ 16.58	
IRONWORKER, REINFORCING	\$ 15.61	
IRONWORKER, STRUCTURAL	\$ 14.90 **	
PAINTER	\$ 12.86 **	
PIPEFITTER	\$ 16.52	
PLASTERER	\$ 22.89	
PLUMBER	\$ 16.52	
REFRIGERATION MECHANIC (including (HVAC) Mechanic work)	\$ 18.43	
SHEET METAL WORKER	\$ 16.73	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00). Please see the Note at the top of the wage determination for more information.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

DRAWINGS/PLANS



