



*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 Honorable Lourdes A. Leon Guerrero, Governor of Guam and Honorable Joshua F. Tenorio, Lt. Governor of Guam, through the Director of Department of Public Works (DPW), Vincent P. Arriola, Announces the solicitation of a sealed proposal for:*

### **BUILDING 100 FIRE SUPPRESSION SYSTEM VERFICIATION AND DESIGN UPGRADE** **Project No.: 770-5-1022-F-BAR**

**Treasurer of Guam**

**Non-Refundable Fee: \$25.00 (Twenty-Five Dollars) required as Payment for each Bid Documents.**

**Availability of Documents: -- February 17, 2026, CIP / Contracts Administration, Ground Floor, Highway Building, DPW, Upper Tumon.**

**Pre-Proposal Conference: – February 26, 2026 9:00 am, Division of Capital Improvement (CIP) Ground Floor, Highway Building Conference Room, Upper Tumon. Attendance for the Pre-Proposal conference and site visit is mandatory.**

**RFP Submittal: -March 12, 2026 4:00 p.m. One (1) original and one (1) copy must be submitted @ CIP Ground Floor, Highway Building.**

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.

  
**VINCENT P. ARRIOLA**  
DIRECTOR

18 FEB 2026

*This Ad Paid for with Government Funds*

**REQUEST FOR PROPOSAL**

**BUILDING 100 FIRE SUPPRESSION SYSTEM VERIFICATION AND  
DESIGN UPGRADE**

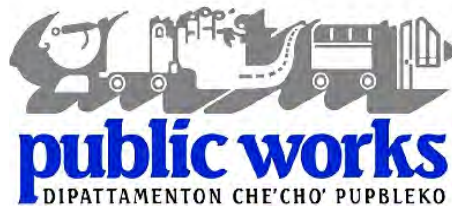
**PROJECT No.: 770-5-1022-F-BAR**

**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**

**REQUEST FOR PROPOSAL**

**BUILDING 100 FIRE SUPPRESSION SYSTEM VERIFICATION AND  
DESIGN UPGRADE**

**PROJECT No.: 770-5-1022-F-BAR**

**LOURDES A. LEON GUERRERO**  
Governor of Guam

and

**JOSHUA F. TENORIO**  
Lt. Governor of Guam

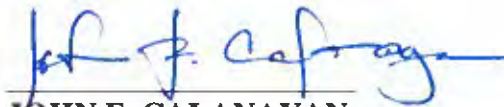
PREPARED BY:

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

2026

RECOMMEND APPROVAL:

APPROVED BY:



**JOHN F. CALANAYAN**  
Engineer Supervisor  
Department of Public Works

Date: 2/10/26



**VINCENT P. ARRIOLA**  
Director,  
Department of Public Works

Date: 12 FEB 2026



*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 PROPOSAL

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 soliciting sealed proposal for the **“Building 100 Fire Suppression System Verification and Design Upgrade, Project No.: 770-5-1022-F-BAR”**.

Sealed proposals will be received at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Federal Highways Building Department of Public Works, Government of Guam, no later than **4:00 p.m. March 12, 2026**.


A non-refundable amount of \$25.00 is required as payment for each set of RFP documents, which can be obtained from the Contracts Administration Technical Services, Ground Floor, Federal Highways Building, Department of Public Works commencing on **February 17, 2026**. A receipt of payment at the cashier at the Permit Center, Building “A” Department of Public Works should be presented when applying for the RFP documents.

This Request for Proposal (RFP) is available to download from DPW’s website at [www.dpw.guam.gov](http://www.dpw.guam.gov). If downloaded, the Twenty Five U.S. Dollars (\$25.00) non-refundable fee is to be paid prior to submission of sealed proposal. No proposal will be entertained if the fee has not been paid. Also, upon obtaining the RFP, prospective Offeror must complete the Acknowledgement of Receipt Form set forth as **Attachment A-9** 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, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

The Department of Public Works hereby notifies all proposers 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 bids in response to this invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award.

The right is reserved to reject any or all 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 February 26 at 9:00 a.m.** at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Federal Highways Building Department of Public Works. A site investigation on the proposed project will be conducted immediately after the pre-proposal conference, to allow prospective bidders to familiarize themselves with the project's site conditions. **Attendance for the pre-proposal conference and site visit is mandatory.**



VINCENT P. ARRIOLA  
Director  
12 FEB 2026

**RFP TIMELINES**

**BUILDING 100 FIRE SUPPRESSION SYSTEM VERIFICATION AND DESIGN  
UPGRADE**

**PROJECT No.: 770-5-1022-F-BAR**

<b>February 17, 2026</b>	<b>AVAILABILITY OF RFP DOCUMENTS:</b>
<b>February 26, 2026 @ 9:00 A.M.</b>	<b>MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT</b>
<b>February 27, 2026</b>	<b>LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS</b>
<b>March 12, 2026</b>	<b>RFP SUBMITTAL DUE DATE</b>
<b>TIME:</b>	<b>ON OR BEFORE 4:00 P.M.</b>
<b>PLACE:</b>	<b>CONTRACTS ADMINISTRATION AND TECHNICAL SERVICES SECTION, DIVISION OF CAPITAL IMPROVEMENT PROJECTS, GROUND FLOOR, FEDERAL HIGHWAYS BUILDING, DEPARTMENT OF PUBLIC WORKS</b>

**TABLE OF CONTENTS**

**BUILDING 100 FIRE SUPPRESSION SYSTEM VERIFICATION AND DESIGN  
UPGRADE**

**PROJECT No.: 770-5-1022-F-BAR**

<b><u>Contents</u></b>	<b><u>Page</u></b>
Cover Page -----	1
RFP Approval-----	2
Request for Proposals-----	3-4
RFP Timelines-----	5
Table of Contents-----	6-7
Project Overview and Description; Authority; Amendments; Acknowledgement of Amendments; Pre-Proposal Conference; Explanation to Offerors; DPW’s Answers; Period of Performance; Withdrawal of Proposals-----	8-9
Alternate or multiple Proposals not Accepted; No Late Proposals; Prohibition against Employment of Sex Offenders; Equal Opportunity; -----	10-11
Receipt / Opening of Proposals; Classification of Proposals as Responsive or Non-Responsive; Determination of Responsibility; Completeness of Proposals-----	11-12
Failure to Comply with Instructions; DPW Rights Reserved; Non-Disclosure of Data; Rejection of Proposal Offer-----	12-13
Cancellation of RFP Solicitation; Debarment; Indemnification; RFP Legal Requirements -----	13-15
RFP Requirements; Selection/Establishment of A&E Evaluation Committee Board-----	15-17
RFP Evaluation; Evaluation and Discussions; Negotiation and Award of Contract-----	17
Successful Negotiation of Contract with Qualified Offeror; Failure to Negotiate with Best Qualified Offeror; Notice of Award; Awarding of Contract with Best Qualified Offeror; Commencement and Completion of Work; Evaluation, Rating and Selection Table; Individual Evaluation Form-----	18-19
Summary Evaluation Form; Architectural and Engineering Firm General Scope of Services and Responsibilities-----	20-21

Project Scope and Preferences; PS&E Submittal Schedule; PS&E Requirements; Design Codes/Guidelines and References-----22-23

RFP Attachments-----24-63

Mandatory/Legal Requirements **(to be submitted together with proposal A-1 to 7)**

**(Attachment A-1)** Affidavit of Disclosing Ownership and Commissions -----24

**(Attachment A-2)** Affidavit of Non-Collusion -----25

**(Attachment A-3)** Affidavit re Non-Gratuities or Kickbacks -----26

**(Attachment A-4)** Affidavit re Contingent Fees -----27

**(Attachment A-5)** Affidavit re Ethical Standards -----28

**(Attachment A-6)** Special provisions: Restrictions Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government Property-----29

**(Attachment A-7)** Declaration Re-compliance with U.S. DOL Wage Determination -----30

**(Attachment A-8)** Formal Contract -----31-40

**(Attachment A-9)** Acknowledgement of Receipt Form -----41

**(Attachment A-10)** Temporary Alien Prevailing Wage Rates-----42

**(Attachment A-11)** USDOL Wage and Benefits Rate Determination-----43-46

**(Attachment A-12)** Project Scope and References-----47-61

## **PROJECT OVERVIEW and DESCRIPTION**

The Governor of Guam through the Guam Department of Public Works (hereinafter referred to as “DPW”) with the assistance of the Department of Military Affairs (hereinafter referred to as “DMA”) is seeking a qualified Architectural & Engineering (A&E) firm to develop a design for Building 100 Fire Suppression System.

This project includes the verification and design upgrade of the Fire Protection Suppression System at The Guam Army National Guard (GUARNG) Barrigada Readiness Complex (BRC) Building 100, to be in compliant with but not limited to the United Facilities Criteria (UFC) 3-600-01 Fire Protection Engineering for Facilities, National Fire Protection Association (NFPA), and substantial requirements in the International Building Code (IBC).

The A&E firm shall provide services for the preparation of a complete plans, specifications and estimate (PS&E), assessments/evaluations, compliance with all local and federal requirements and all other related documents to be used in the competitive sealed bidding in the Construction Phase of the project.

### **I. 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.

### **II. 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.

### **III. ACKNOWLEDGMENT OF AMENDMENTS**

The Request for Proposals shall require the acknowledgment of the receipt of all amendments issued. 2 GAR, DIV. 4 § 3109(c)(6).

### **IV. PRE-PROPOSAL CONFERENCE**

Pre-proposal conferences are “*Mandatory*” 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.

**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 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.

**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 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.**

**VIII. PERIOD OF PERFORMANCE:**

Period of performance for the Awardee will be for a period of \_\_\_\_\_ calendar days **excluding the days for government review and approval process.**

**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 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.

**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 OPPORTUNITY**

- (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:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. 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;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Offeror in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. 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 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).

**XXII. CANCELLATION OF RFP SOLICITATION**

Prior to the date deadline set for proposal offers, this solicitation may be 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).

**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-7**. 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. **Special Provisions: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues (Pursuant to 5 G.C.A. § 5253)** (Attachment A-6)
  - (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.

7. **Declaration Re Compliance With U.S. DOL Wage Determination**  
(Attachment A-7)

**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 architectural and 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**

- 1. 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.
- 2. 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 architectural and engineering aspect of the project.

**5). References:**

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

**XXVII.**

**SELECTION/ESTABLISHMENT OF AD-hoc EVALUATION COMMITTEE BOARD.**

A formally constituted Ad-hoc Evaluation Committee Board shall accomplish the selection of an A&E firm for an A& E contract. The Director of Department of Public Works shall establish an Ad-hoc Evaluation Committee Board 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 Ad-hoc Evaluation Committee Board 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

Romualdo C. Domingo, Engineer Supervisor/ Highway

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.

**XXVIII. RFP EVALUATION**

**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.**

**XXIX. EVALUATION AND DISCUSSIONS**

**1. Evaluation:**

Ad-hoc Evaluation Committee Board 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 proposals submitted will be evaluated by the evaluation committee and will be ranked by the criteria provided in this RFP.

**2. Discussions:**

The evaluation committee 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 Guam Department of Public Works 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.

**XXX. NEGOTIATION AND AWARD OF CONTRACT**

The Department of Public Works shall negotiate a contract with the best-qualified proposer 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.

**XXXI. 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 qualified offeror. (See ATTACHMENT A-8)

**XXXII. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED 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 proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified proposer.

**XXXIII. 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.

**XXXIV. AWARDING OF CONTRACT WITH BEST QUALIFIED OFFEROR**

The Department of Public Works will negotiate a contract with 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.

**XXXV. COMMENCEMENT AND COMPLETION OF WORK**

Design and investigative study completion time is **One Hundred Eighty (180) calendar days**. DPW will issue Notice to Proceed (NTP) for the design and investigative study of the project upon approval of Contract Agreement.

**XXXVI. 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 Evaluation Committee and will be rated using the criteria and form provided in this RFP including the following:

<b>EVALUATION CRITERIA</b>	<b>MAX SCORE</b>	<b>SCORE</b>
<p><b><u>Offeror's Educational Attainment/Background</u></b>  Offeror is required to present Educational Attainment, Certifications, trainings etc. of all key personnel intended to work for the completion of the design work.</p>	<b>20</b>	
<p><b><u>Statement of Experiences &amp; Qualifications</u></b>  Offeror is required to present satisfactory evidence that he/she or the A&amp;E firm have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing requested services.</p>	<b>50</b>	
<p><b><u>Licensing Requirements:</u></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 of all individuals who will be working on any architectural and engineering aspect of the project.</p> <p>The firm must submit 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.</p>	<b>20</b>	
<p><b><u>Determination of Responsibility of Offeror</u></b>  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.</p>	<b>10</b>	
<b>TOTAL POINTS</b>	<b>100</b>	

**XXXVII. INDIVIDUAL EVALUATION FORM:**

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

**XXXVIII. SUMMARY EVALUATION FORM**

Criteria	Evaluators Points					Remarks
	A	B	C	D	E	
<b>Offeror’s Educational Attainment/Background</b>						
<b>Statement of Experiences &amp; Qualifications</b>						
<b>Licensing Requirements</b>						
<b>Determination of Responsibility of Offeror</b>						
<b>Total</b>						

**XXXIX. ARCHITECTURAL AND ENGINEERING FIRM GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:**

- A. The Architecture/Engineering (A&E) firm must be responsible for the assessment, and complete design of the project. All Prospective Proposers must visit the site and must be responsible for having ascertained pertinent conditions such as location, accessibility, the general character of the site, and the extent of existing conditions within or adjacent to the site. No extra compensation will be made by reason of any misunderstanding or error as regards the site, the condition thereof, accessibility or the amount or type of work to be performed.
- B. The A&E shall provide all necessary assessment, investigation, architectural and engineering services for the different tasks described in this RFP. Furnish the Government complete Plans and Specifications, required reports, cost estimate, schedules and analysis & recommendation for the project and shall be signed and approved by Professional Engineer authorized to practice and perform work in Guam or the Marianas.
- C. The Architectural & Engineering Firm shall be professionally responsible for the services performed under this RFP. The “Firm” 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.
- D. All other items not detailed shall be assumed included to make a complete design and ready to be used in the competitive sealed bidding in the Construction Phase of the project.
- E. **The “Firm” warrants that the Design shall be performed in accordance with RFP 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 bidding, permitting and construction process. Design works related not conforming to the Contract requirements shall be corrected at no additional cost to the Government.**

- F. All drawing, illustrations and pictures attached to the RFP documents are for general guidelines and reference only.
- G. All work shall be in accordance and in compliance with 2009 International Building Code complete and ready for use.

**XL. PROJECT SCOPE OF WORK AND REFERENCES**

- 1. Please refer to ATTACHMENT 12 (Pages 48-62) for additional RFP requirements.

**XLI. PS&E SUBMITTAL SCHEDULE:**

**Task I:**

35% Submittal (PS&E) \_\_\_\_\_ calendar days after Notice to Proceed

**Task II**

65% Submittal (PS&E) \_\_\_\_\_ calendar days after review & approval of (Task I Preliminary submittal

**Task III**

95% Submittal (PS&E) \_\_\_\_\_ calendar days after review & approval of (Task II Pre-final submittal

**Task IV**

100% Submittal (PS&E) \_\_\_\_\_ calendar days after review & approval of (Task II Pre-final submittal

**XLII. PS&E REQUIREMENTS:**

- a) Plans- complete plans, including title sheet, summary of quantities and schedules, details, cross sections, etc.
- b) Technical Specifications- complete technical specifications to properly construct each item, of work including test procedures required, and any special conditions to be required.
- c) 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.
- d) Design analysis and computation sheets
- e) CPM schedule to establish project construction activities within the specified construction time.

**XLIII. 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 (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) U.S. Army Corps of Engineers
- o) All other codes, regulations, technical publications and design manuals applicable.

**XLV. RFP ATTACHMENTS:**

- 1. **MANDATORY/LEGAL REQUIREMENTS (To Be Submitted together with Proposal)**  
See Attachments A-1 to A-7
- 2. **FORMAL CONTRACT**  
See Attachment A-8
- 3. **ACKNOWLEDGEMENT OF RECEIPT FORM**  
See Attachment A-9
- 4. **TEMPORARY ALIEN PREVAILING WAGE RATE**  
See Attachment A-10
- 5. **USDOL WAGE AND BENEFITS RATE DETERMINATION**  
See Attachment A-11
- 6. **PROJECT SCOPE OF WORK AND REFERENCES**  
See Attachment A-12

# **MANDATORY/LEGAL REQUIREMENTS**

**To Be Submitted Together With Proposal (Attachment A-1 to 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
 NOTARY PUBLIC

My commission expires: \_\_\_\_\_  
 AG Procurement Form 002 (Rev. Nov. 17, 2005)

**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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_, \_\_\_\_\_.

AG Procurement Form 004 (March 9, 2011)

**AFFIDAVIT RE CONTINGENT FEES**

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. 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 in 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_.

AG Procurement Form 007 (Nov. 9, 2010)





FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certifies under penalty of perjury:

- 1. That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- 2. That I have read and understand the provision of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

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

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

**§5802. Benefits.**

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

- 3. That the offeror is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;
- 4. That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTION – Please attach!)

\_\_\_\_\_  
Signature

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

CONTRACT NO. \_\_\_\_\_

**CONTRACT**

---

(Contractor)

Public Works  
(Department)

2026

Contract for: **Building 100 Fire Suppression System Verification and Design Upgrade,**

Project No.: **770-5-1022-F-BAR**

Amount: **\$**

Place: **Barrigada, Guam**

**FORMAL CONTRACT**

THIS CONTRACT, (**A&E Contract**) made and entered by and between the Department of Public Works, Government of Guam, hereinafter called the “Government”, and \_\_\_\_\_, a Licensed Professional Engineering Firm of Guam, hereinafter called the “Contractor”.

WITNESSETH, that whereas the Government intends to perform the “**Building 100 Fire Suppression System Verification and Design Upgrade, Project No.: 770-5-1022-F-BAR**”, 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 assessment and design 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 design services as required by this RFP. Period of performance for the Contractor will be for a period of \_\_\_\_\_ **calendar days.**

II. SUBJECT TO AVAILABILITY OF FUNDS, THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, *the Contract amount of* \_\_\_\_\_, (\$ \_\_\_\_\_) *plus* any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under this RFP 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 commission's 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. NO MECHANIC LIENS. 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 building 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 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 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 Contract 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 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.

XIV. (Please Maintain) COMPLIANCE TO PUBLIC LAW 24-100, PRODUCTS MANUFACTURED FROM RECYCLED GLASS. Pursuant to 5 G.C.A. Section 5218, any individual or company submitting a response to this solicitation shall include the purchase of available recycled glass pulverized on Guam or appropriate products manufactured therefrom. The contract awarded under this solicitation shall determine the suitable percentage of recycled glass to be used in the project and, as a condition of the award of the contract, shall require the Contractor to identify and certify in writing the percentage of recycled glass contained in the material offered. The acceptable percentage of recycled glass has been determined to be 0% for this project.

XV. APPENDIX II TO PART 200- CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order](#)

[11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute

the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and

12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

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

\_\_\_\_\_  
Manager  
Design/Project Management

\_\_\_\_\_  
**VINCENT P. ARRIOLA**  
Director  
Department of Public Works

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Director  
Department of Military Affairs

CERTIFIED FUNDS AVAILABLE:

\_\_\_\_\_  
Certifying Officer  
Department of Military Affairs

Date: \_\_\_\_\_

*Allotment No.:*

CLEARED AS PER BBMR'S REVIEW:

*Amount:*

\_\_\_\_\_  
**LESTER L. CARLSON, Jr.**  
Director  
Bureau of Budget Management and Research

APPROVED AS TO LEGALITY AND  
FORM:

Date: \_\_\_\_\_

\_\_\_\_\_  
**DOUGLAS B. MOYLAN**  
Attorney General

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
**LOURDES A. LEON GUERRERO**  
Governor of Guam

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**DEPARTMENT OF PUBLIC WORKS**

**Please acknowledge receipt of**

***Project No.: 770-5-1022-F-BAR***

**Building 100 Fire Suppression System Verification and Design Upgrade**

**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** \_\_\_\_\_

\_\_\_\_\_

**TEMPORARY ALIEN PREVAILING WAGE RATES**

N40192-16-R-2800  
Attachment I

EDDIE BAZA CALVO  
Governor



RAY FEMMINO  
Governor & Treasurer

*Office of the Governor of Guam*

**COMMON CONSTRUCTION PREVAILING  
WAGE RATES FOR GUAM**

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

<u>OCCUPATION</u>	<u>HOURLY WAGE RATES</u>
CAMP COOK	\$10.54
CARPENTER	\$14.20
CEMENT MASON	\$14.35
ELECTRICIAN	\$18.63
HVAC and REFRIGERATION MECHANICS	\$16.76
CONSTRUCTION EQUIPMENT MECHANIC	\$17.63
HEAVY EQUIPMENT OPERATOR	\$15.40
REINFORCING METAL WORKER	\$13.62
PAINTER	\$14.33
PIPEFITTER	\$17.41
PLASTERER	\$15.24
PLUMBER	\$17.41
SHEET METAL WORKER	\$15.92
STRUCTURAL STEEL WORKER	\$13.34
WELDER	\$17.92

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

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

/s/ **EDDIE BAZA CALVO**  
Governor of Guam

FEB 16 2016

Riosado J. Bredallo Government's Complex • Adelup, Guam 96910  
Tel: (671) 473-8970 • Fax: (671) 479-4825 • www.governor.guam.gov

USDOL WAGE AND BENEFITS RATE DETERMINATION

General Decision Number: GU20260001 01/02/2026

Superseded General Decision Number: GU20250001

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

Modification Number 0 Publication Date 01/02/2026

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 Heating, Air Conditioning (HVAC)  
Mechanic work)-----\$ 18.43

SHEET METAL WORKER-----\$ 16.73

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

=====

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

---

## WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
  - a) a survey underlying a wage determination
  - b) an existing published wage determination
  - c) an initial WHD letter setting forth a position on a wage determination matter
  - d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

=====

END OF GENERAL DECISION"

**PROJECT SCOPE OF WORK AND REFERENCES**

**I. Project Description:**

This project includes the verification and design upgrade of the Fire Protection Suppression System at the Guam Army National Guard (GUARNG) Barrigada Readiness Complex (BRC) Building 100, to be in compliant with but not limited to the Unified Facilities Criteria (UFC) 3-600-01 Fire Protection Engineering for Facilities, National Fire Protection Association (NFPA), and substantial requirements in the International Building Code (IBC).

**II. Scope of Work:**

Contractor/AE firm will provide all labor, materials, equipment, tools, transportation, supplies, and other necessary related services to complete the work according to this SOW and references.

References and Standards

1. All work shall comply with the following:
  - a. UFC 3-600-01, current edition
  - b. National Fire Protection Association (NFPA) Fire Code
  - c. International Building Code (IBC)
  - d. Federal Acquisition Regulation (FAR) 52.236-7
  - e. 40 Code of Federal Regulations (CFR) Chapter I Environmental Protection Agency
  - f. 29 CFR 1926
  - g. 29 CFR 1910
  - h. UFGS 02 85 00
  - i. National Electric Code (NEC), current edition
  - j. Occupational Safety and Health Administration (OSHA)

Field Survey and Verification

Contractor/AE firm shall:

1. Conduct a comprehensive field survey of the entire building and associated facilities to verify all existing fire suppression components.
  - a. An ensuing assessment of Building 250's Fire Pump and Water Tank Storage System which supports Building 100's existing Fire Protection Infrastructure/System must be conducted to verify if the existing Fire Pump and Water Tank Storage System is fit to support the findings and the determinations reported.
2. Identify and document existing fire suppression system type(s) (ie. wet pipe, dry pipe, pre-action, deluge, clean-agent, foam), configuration and age.
3. Verify condition, size, and location of all major system components including:

- a. Riser assemblies, control valves, fire department connections, pumps, tanks, and backflow preventers.
  - b. Detection and release panels.
  - c. Suppression agent storage cylinders and discharge nozzles (if applicable).
  - d. Sprinkler head types, spacing and coverage.
  - e. Interfaces with fire alarm.
4. Perform hydrant flow testing and/or water supply analysis as required.
  5. Document areas without suppression coverage or with inadequate protection.
  6. Identify discrepancies between drawings and actual field conditions.
  7. Provide photo documentation of all major components, deficiencies, and unique conditions.

#### Field Verification Requirement

1. Contractor/AE firm shall not rely solely on as-builts and Department of Military Affairs (DMA)/ Construction and Facilities Management Office (CFMO)'s information.
2. All existing conditions must be independently verified in the field by the Contractor/AE firm through site surveys, inspections, and testing.
3. Discrepancies between existing documentation and verified field conditions shall be documented and incorporated into the design deliverables.
4. Failure to identify and verify existing conditions shall not constitute a basis for contract modification, claim or change order.
5. Contractor/AE firm is responsible for ensuring that the final design accurately reflects actual site conditions and is fully code-compliant.

#### Contractor/AE Assessment Responsibilities

1. Perform all surveys, calculations and engineering assessment without requiring additional information beyond what is reasonably provided.
2. Verify as-built accuracy and update drawings to reflect actual field conditions.
3. Provide a Gap Analysis
  - a. Compare verified existing conditions against current codes and standards, including but not limited to UFC and NFPA.
  - b. Identify system deficiencies, code violations, and required upgrade.
4. Recommend multiple upgrade options if applicable (ex. wet system vs. clean agent in certain rooms).
5. Provide life cycle cost analysis for recommended solution(s).

## Design Deliverables

1. Contractor/AE firm shall provide a 100% complete design package, suitable for direct use in a future construction solicitation, including the following:
  - a. Existing Conditions Report (narrative, annotated drawings, photo documentation).
  - b. Basis of Design (BOD) including hazard classifications, system selection rationale, and compliance reference.
  - c. Stamped drawings (AutoCAD and PDF): floor plans, riser diagrams, details, sections and schematics.
  - d. Hydraulic calculations verifying adequate flow and pressure.
  - e. System layout showing head locations, pipe routing, equipment locations.
  - f. System integration diagrams (coordination with fire alarm)
  - g. Specifications for all equipment, piping and installation methods.
  - h. Control system integration diagrams with fire alarm/mass notification.
  - i. Seismic and structural bracing details as required.
  - j. Phasing/continuity plan for maintaining fire protection during construction.
  - k. Statement of special inspections (if required).
  - l. Bill of material (preliminary material list) to support accurate cost estimate and future construction planning.
  - m. Life-cycle cost analysis of recommended upgrades.
  - n. Operations and Maintenance (O&M) Requirements and recommended spare parts.

## Coordination and Meetings

1. Kickoff meeting-confirm scope, schedule, and coordination requirements with stakeholders.
2. Field verification walkthrough – verify access and inspection scope
3. Design review meetings at 35%, 65% and 95% submission stages.
4. Final presentation of existing conditions report and 100% design deliverables.

## Contractor/AE Firm Submittal Requirements

1. Pre-project/Mobilization Submittals- to be submitted and approved prior to field verification, design work, or site access.
  - a. List of personnel requiring access (may take up to 2 weeks for approval)
    - Full name
    - Picture ID
    - Police and Court Clearance, if no DBIDS
  - b. Contractor Quality Control (CQC) Plan-including internal review, coordination, and quality checks for design deliverables.
  - c. Activity Hazard Analysis (AHA)–specific to site survey, inspections, testing, and design work

- d. Baseline project schedule-showing deliverable timelines, anticipated room access, movement of furnishings/equipment if applicable, reviews, and meetings
  - e. Permits/approvals
2. Project Execution Submittals – to be submitted during performance of services
- a. Survey/Inspection Reports-documenting field verification of existing conditions
  - b. Hydrant Flow Test Plan and Results
  - c. System Assessment Report-identifying deficiencies vs. UFC/NFPA compliance
  - d. BOD-hazard classification, suppression type, system upgrades
  - e. Design Drawings and Narratives (35%, 65%, 95%, 100%)
  - f. Specifications Drafts (aligned with UFC, NFPA, agency standards)
  - g. Hydraulic calculations
  - h. Bill of Materials-preliminary at 65%, final at 95%/100%
  - i. Life-cycle Cost Analysis
  - j. Design Review Comment/Response Logs

Note:

- Contractor/AE firm shall submit a detailed baseline schedule at project kickoff showing planned durations for field survey, existing conditions documentation, design milestones (Basis of Design, 35%, 65%, 95% and 100%), and a coordination meeting.
- All parties/stakeholders involved will review the baseline schedule to ensure that it is adequate for both contractor production and review/approval for each stage.
- Contractor/AE firm shall incorporate review cycles (minimum of 14 calendar days per submission, unless otherwise directed) into the schedule.
- Adjustments may be directed by DMA/CFMO if the proposed timeline is insufficient to ensure thorough review and coordination.

3. Closeout Submittal

- a. Final Design Package-signed/sealed by Fire Protection Engineer (FPE) or licensed PE.
- b. Record Drawings/As-Builts-reflecting all verified existing conditions and proposed upgrades.
- c. System Integration Report-showing compatibility with fire alarm systems
- d. Final Basis of Design and Compliance Matrix
- e. Warranty Documentation – covering design errors/omissions, materials and equipment
- f. Preventive Maintenance Plan-recommended O&M tasks, inspection/testing schedules, replacement cycles.
- g. Training Materials/Manuals
- h. Final Project Closeout Report-summary of findings, recommendations, and design intent

## General:

1. Access to Facility and Restricted Rooms
  - a. Contractor/AE firm shall coordinate with the Facility Manager for access to all spaces.
  - b. Any restricted room required for assessment must be identified during the site walkthrough and included in the baseline schedule.
  - c. Escort support will be provided by DMA/CFMO.
  - d. Work in restricted spaces shall only be performed under escort unless otherwise authorized in writing.
  
2. Movement of Furnishings and Equipment
  - a. DMA/CFMO will not move furnishings or equipment to provide system access.
  - b. Contractor/AE firm shall include on the proposal and schedule all labor, equipment and costs associated with safely relocating items blocking any system components.
  - c. If sensitive or controlled items must be moved, Contractor/AE firm shall notify the Facility Manager and DMA/CFMO and coordinate movement under their supervision.
  - d. Contractor shall protect all furnishings and equipment from damage and restore items to original locations.
  
3. Others
  - a. Refer to Attachments A for Building 100 Fire Protection Plans.
  - b. Refer to Attachments B for GUARNG BRC Map.
  - c. Actual measurements and to source materials according to required specifications will be Contractor/AE firm's responsibility.
  - d. Final fire suppression infrastructure / system design shall be approved by a licensed Fire Protection Engineer.
  - e. The Contractor will be responsible for maintaining and securing their equipment at the project site.
  - f. Must be licensed with the Guam Contractors License Board in order to take part of the bidding.
  - g. All permits required under state and federal will be the responsibility of the Contractor/AE firm at no additional cost to the owner.
  - h. Contractor to include all additional work required to complete this project on the initial cost proposal breakdown.
  - i. Copy of cost proposal breakdown to be given to DMA/CFMO Point of Contacts (POC) for record purposes.

### **III. National Fire Code, National Fire Protection Association Standards:**

To ensure that the assessment and report of the Fire Protection Infrastructure / System meets or exceeds the fire codes and criteria to include but not limited to:

## National Fire Codes (NFPA) Standards

NFPA 1	Uniform Fire Code, 2024
NFPA 10	Portable Fire Extinguishers, 2022
NFPA 13	Installation of Sprinkler Systems, 2022
NFPA 17A	Wet Chemical Extinguishing Systems, 2024
NFPA 20	Installation of Stationary Pumps, 2022
NFPA 24	Private Service Mains, 2022
NFPA 37	Installation of Stationary Combustion Engines, 2021
NFPA 70	National Electrical Code, 2023
NFPA 72	Nation Fire Alarm Code, 2022
NFPA 80	Fire Doors, 2022
NFPA 96	Fire Protection for Commercial Cooking Operations, 2024
NFPA 99	Health Care Facilities Code, 2024
NFPA 101	Life Safety Code, 2024
NFPA 110	Standards for Emergency and Standby Power Systems, 2022
NFPA 241	Construction, Alternation and Demolition, 2022

## **IV. Permits and Clearances**

1. The Contractor shall, without additional expenses to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work (FAR 52.236-7).
2. Permits listed to be provided by Contractor but not limited to and if applicable to the project:
  - a. Hot Work Permit-required for any operation involving open flame or producing heat and/or sparks. Work includes, but is not limited to welding, brazing, cutting, grinding, soldering, thawing pipe, torch-applied roofing, or chemical welding.
  - b. Fire detection/suppression system

Before working on any fire systems (fire alarms, fire sprinkler systems, air handling units, water supplies in an area, hydrants) the responsible base agency (DZSP/Department of Public Works) will be contacted by a CFMO representative when required to isolate or disconnect any part of the system.

3. Unexploded Ordnance/Munitions and Explosives of Concern (UXO/MEC)-Contractor to follow DDESB TP 18 and EM 385-1-97, if applicable to the project.
4. Permits and clearances will be determined during Pre-Construction Conference.

## **V. Build America, Buy America Act (BABAA)**

1. BABAA applies to this project (Pub. L. No. 117-58 Section 70914)
2. Contractor is required to submit a Certification of Material Origin for all Construction

Materials that is under BABAA requirements.

3. BABAA Requirements:

- a. All iron and steel used in the infrastructure project or activity are produced in the United States
- b. All manufactured products used in the infrastructure project or activity are produced in the United States
- c. All construction materials are manufactured in the United States

4. BABAA Waiver Conditions:

- a. Applying the American sourcing requirement would be inconsistent with the public interest
- b. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonable available quantities or of a satisfactory quality.
- c. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

**VI. Procurement of Sustainable Goods and Services**

1. Compliance with Department of Defense Instruction (DoDI) 4105.72 Procurement of Sustainable Goods and Services.
2. Per (DoDI) 4105.72 (1.1)(a)(5), applies to contractors operating and purchasing products for use on DoD installations.
3. Preference shall be given to procurement of sustainable goods and services using sustainable goods unless:
  - a. The good or service cannot be acquired competitively within a reasonable performance schedule;
  - b. The good or service cannot be acquired that meets reasonable performance requirements
  - c. The good or service cannot be acquired at a reasonable price consistent with Section 6962 of Title 42, United States Code (USC), and Section 9002 of Public Law (PL) 107-171
  - d. An exception is provided by statute, such as the exception to procuring ENERGY STAR® or Federal Energy Management Program (FEMP)- designated products in accordance with Section 8259b(b)(2) of Title 42, U.S.C.
4. To be discussed during Pre-Construction Conference when applicable to the project.

**VII. Kickoff Conference**

1. Prior to commencement of work, Contractor/AE firm shall meet with representatives of the Contracting Officer and DMA/CFMO to discuss and develop a mutual understanding relative to the administration of the safety program, preparation and submission of

drawings and other submittals and execution of work. Contact the Contracting Officer to arrange a schedule for kickoff conference. Contracting Officer shall inform all DMA/CFMO personnel involved on this project in a timely manner.

### **VIII. Construction Schedule Requirements**

1. Contractor shall submit a work schedule no later than 7 days after Notice to Proceed or at least 7 days before the kickoff meeting. If the proposed schedule is rejected, Contractor is to submit a revised schedule within 3 days after in receipt of rejection. Work cannot begin except for mobilization until schedule is accepted.
2. Show completion of the work within the contract time.
3. Regular work hours: Working hours to not exceed 40 hours per week, from 08:00 to 17:00, Monday thru Friday. No Government of Guam holiday work permitted unless approved by CFMO.
4. Government of Guam/Federal Holidays:
  - a. New Year's Day
  - b. Martin Luther King, Jr. Day
  - c. President's Day
  - d. Guam History and Chamorro Heritage Day
  - e. Memorial Day
  - f. Juneteenth
  - g. Independence Day h. Liberation Day
  - i. Labor Day
  - j. Columbus Day k. All Souls' Day
  - l. Veterans Day
  - m. Thanksgiving Day
  - n. Santa Marian Kamalen Day
  - o. Christmas Day
5. Work outside regular hours: Weekend work and Government of Guam holidays may be approved with prior advance notification of at least five (5) days to be made by with the Contracting Officer or CFMO/DMA POCs.
6. If work cannot be done on site due to unforeseeable event, Contractor shall inform the inspector and keep record.

### **IX. Inspection**

1. DPW and CFMO Inspectors will be monitoring the daily work to assure compliance within EM385-1-1 and Occupational Safety & Health Association (OSHA) regulations, plans and specifications. Contractor to notify Contractor Officer and inspectors if any change to the work schedule occurs.

### **X. Fire Protection Engineer & Contractor's Access and Use of Premises**

1. Fire protection consulting engineering service firm and Contractor/AE firm personnel

employed for the project are familiar with and comply with GUARNG regulations in order to enter and perform work on site.

2. Must be within limits of work area and avenues of ingress and egress. Do not enter restricted areas unless required and until cleared of entry.
3. Contractor/AE firm's equipment/materials shall be conspicuously marked for identification.

## **XI. Safety**

1. The contractor/AE firm must abide by all applicable federal, state, and local laws governing safety, health, and sanitation when carrying out this project. (EM385-1-1).
2. The contractor/AE firm is required to provide all safeguards, safety devices, and protective equipment and take any other steps needed to protect the life and health of employees on the job, the public's safety, and property.
3. Contractor/AE firm to comply with Occupational Safety & Health Association safety regulations and provide safety signs with temporary barriers within work area.
4. Contractor/AE firm shall maintain dust control, UFC 3-260-17.
5. Fall Protection-Contractor/AE firm shall follow the fall protection systems in accordance to 29 CFR 1926.760 and OSHA standards.
6. Safety meetings to be conducted at least once a week by the Contractor's safety officer.

## **XII. Environmental Protection:**

1. Projects on Guam Army National Guard facilities require compliance with Title 32 CFR Part 650 Environmental Protection and Enhancement (AR 200-1)
2. Federal law requires Government installation to comply with environmental protection laws including but not limited to OSHA, Clean Water Act (CWA), Clean Air Act (CAA), Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Emergency Planning and Community Right to Know Act (EPCRA), Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Endangered Species Act (ESA), National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA) and amendments to these acts including the Federal Facilities Compliance Act (FFCA). The US Environmental Protection Agency (USEPA) has granted inspection and enforcement authority to State and local government, who may impose fines and penalties for violations of these laws.
3. Comply with federal, state, and local regulations pertaining to environment, including but not limited to:
  - a. 40 CFR Chapter I Environmental Protection Agency
  - b. 40 CFR Chapter I Subchapter C (Parts 50-99) - Air Programs

- c. 40 CFR Chapter I Subchapter C, Part 61- National Emission Standards for Hazardous Air Pollutants
  - d. 40 CFR Chapter I Subchapter C, Part 61 Subpart M-National Emission Standard for Asbestos
  - e. 40 CFR Chapter I Subchapter D (Parts 100-149) – Water Programs
  - f. 40 CFR Chapter I Subchapter D (Part 112) – Oil pollution prevention
  - g. 40 CFR Chapter I Subchapter E (Parts 150-189) – Pesticide Programs
  - h. 40 CFR Chapter I Subchapter G – Noise Abatement Programs
  - i. 40 CFR Chapter I Subchapter I (Parts 230-259) - Solid Wastes
  - j. 40 CFR Chapter I Subchapter I (Parts 261-273) - Hazardous Wastes
  - k. 40 CFR Chapter I Subchapter R (Parts 700-799) - Toxic Substances Control Act
  - l. 40 CFR Part 761 Polychlorinated Biphenyls (PCBs)
  - m. 40 CFR Part 763 Asbestos
  - n. Title 22 GARR Chapter 1 – Guam Air Pollution Control Standards and Regulations
  - o. Title 22 GARR Chapter 20 Guam Solid Waste Disposal Regulations
  - p. Title 22 GARR Chapter 21 Guam Solid Waste Collection Regulations
  - q. Title 22 GARR Chapter 30 Guam Hazardous Waste Management Regulations
  - r. Title 22 GARR Chapter 5 Water Quality Standards
4. Contractor shall prepare an Environmental Protection Plan that addresses the following environmental concerns in accordance with the aforementioned laws/regulations when applicable:
- a. Solid Waste Management/Disposal Plan (to include storage, transportation/collection permit and disposal at an appropriate permitted facility).
  - b. Hazardous Waste Management Plan (to include storage, transportation and disposal at appropriate permitted facility)
  - c. Spill Prevention and Control Plan/Emergency Response Spill Plan
  - d. Hazardous Materials Plan (to include inventory, storage, SDS)
  - e. Stormwater Pollution Prevention Plan
  - f. Inclement Weather Plan
  - g. Any plans for application of pesticides must be submitted to CFMO Environmental for review and approval.
5. All solid/liquid wastes/debris from the project site shall be removed and disposed of at a permitted off-post disposal facilities.
6. Contractor shall prepare a spill prevention and clean-up plan if any chemicals and/or hazardous materials are stored at the project site, and all hazardous materials and wastes shall be provided secondary containment and be protected from the elements.
7. All workers shall be properly educated regarding invasive species and habitat measures, erosion control, and spill prevention and control plan.
8. Report any spills of hazardous waste (HW), hazardous materials (HM), petroleum/oil/lubricants (POL) or other restricted material to CFMO Environmental division.
9. Notify CFMO environmental of asbestos and lead-based paint removal when applicable.
10. Contractor shall have an environmental manager to educate staff on the Environmental

Protection Plan and will oversee the implementation of the plan.

11. All environmental concerns will be reviewed by CFMO.

### **XIII. Maintenance**

1. Maintenance inspection shall be performed during final inspection.

### **XIV. Government Furnished Property (GFP) and Services**

1. The US Government will not provide any equipment, fuel, personnel, utilities, or facilities to the Contractor for the execution of this contract. Should an emergency arise, only the necessary basic lifesaving and life support measures will be provided during the emergency.

### **XV. Government POCs**

1. Quartermaster Kathleen Peredo  
Email: [kathleen.peredo@dma.guam.gov](mailto:kathleen.peredo@dma.guam.gov)  
Office Number: (671) 647-9156
2. Brandon Cruz  
Email: [brandonmichael.s.cruz.nfg@army.mil](mailto:brandonmichael.s.cruz.nfg@army.mil)  
Office Number: (671) 344-1121
3. Carel Manuel  
Email 1: [carel.manuel@dma.guam.gov](mailto:carel.manuel@dma.guam.gov)  
Email 2: [carelrose.m.manuel.nfg@army.mil](mailto:carelrose.m.manuel.nfg@army.mil)  
Office Number: (671) 344-1119
4. Argie Flores  
Email 1: [argie.flores@dma.guam.gov](mailto:argie.flores@dma.guam.gov)  
Email 2: [argie.b.flores.nfg@army.mil](mailto:argie.b.flores.nfg@army.mil)  
Office Number: (671) 344-1121

### **XVI. Attachments**

1. Building 100 Fire Protection Plans
2. GUARNG BRC Map
3. Supporting documents during Field Verification

