



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

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



Director
VINCENT P. ARRIOLA
Deputy Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA Jr.
Deputy Director

REQUEST FOR PROPOSAL DEPARTMENT OF PUBLIC WORKS

*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:*

MANELL-GEUS GREEN INFRASTRUCTURE (Design Phase) Project No.: 500-5-1072-F-MER

Availability of Documents: – June 16, 2026, CIP / Contracts Administration, Ground Floor, Federal Highway Building, DPW, Upper Tumon.

Pre-Proposal Conference: - June 25, 2026, 9:00am, CIP Division, Ground Floor, Federal Highway Building, DPW, Upper Tumon.

Pre-Proposal Conference is mandatory.

Quotation Submittal: – July 9, 2026, 4:00pm, One (1) original and one (1) copies must be submitted @ CIP Division, Ground Floor, Federal Highway Building, DPW.

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

10 JUN 2026

This Ad Paid for with Government Funds

REQUEST FOR PROPOSAL

**MANELL-GEUS GREEN INFRASTRUCTURE
(Design Phase)**

PROJECT No.: 500-5-1072-F-MER

**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

**MANELL-GEUS GREEN INFRASTRUCTURE
(Design Phase)**

PROJECT No.: 500-5-1072-F-MER

LOURDES A. LEON GUERRERO
Governor of Guam

and

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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: 6/4/26



VINCENT P. ARRIOLA
Director,
Department of Public Works

Date: 08 JUN 2026



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

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



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 **“Manell-Geus Green Infrastructure, (Design Phase), Project No.: 500-5-1072-F-MER”**.

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. July 9, 2026**.

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 June 25, 2026 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

11 2 JUN 2026

RFP TIMELINES

**MANELL-GEUS GREEN INFRASTRUCTURE
(Design Phase)**

PROJECT No.: 500-5-1072-F-MER

June 16, 2026

AVAILABILITY OF RFP DOCUMENTS:

June 25, 2026 @ 9:00 A.M.

**MANDATORY PRE-PROPOSAL CONFERENCE
AND SITE VISIT**

July 9, 2026

RFP SUBMITTAL DUE DATE

TIME:

ON OR BEFORE 4:00 P.M.

PLACE:

**CONTRACTS ADMINISTRATION AND
TECHNICAL SERVICES SECTION, DIVISION OF
CAPITAL IMPROVEMENT PROJECTS, GROUND
FLOOR, FEDERAL HIGHWAYS BUILDING,
DEPARTMENT OF PUBLIC WORKS**

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(Design Phase)**

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1. 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 Bureau of Statistics and Plans (hereinafter referred to as “BSP”) is seeking a qualified Architectural & Engineering (A&E) firm to provide concept plans and construction-ready design services for the construction/installation of green infrastructure within the government of Guam’s property (Malesso Public Pier Park). This includes design for: (1) rain garden, (2) bioretention systems with sediment forebays, and one (3) outdoor sign (with floating concrete footing design). All concept plans and construction-ready designs should ensure compliance with federal and territorial historic preservation requirements. Refer to full scope of work and outdoor sign samples (Attached).

The A&E firm shall provide services for the preparation of a complete plans, specifications and estimate (PS&E), environmental and geotechnical 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.

2. 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.

3. 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.

4. 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).

5. 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.

6. **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.

7. **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.

8. **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.**

9. **PERIOD OF PERFORMANCE:**

Period of performance for the Awardee will be for a period of **Ninety (90)** calendar days **including the days for government review and approval process.**

10. **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.

11. **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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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).

23. CANCELLATION OF RFP SOLICITATION

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

24. 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.

25. INDEMNIFICATION

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

26. 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)

27. **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.

28. 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.

29. 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.**

30. 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.

31. 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.

32. 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)

33. 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.

34. 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.

35. 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.

36. COMMENCEMENT AND COMPLETION OF WORK

Design and investigative study completion time is **Two Hundred Seventy (270) calendar days**. DPW will issue Notice to Proceed (NTP) for the design and investigative study of the project upon approval of Contract Agreement.

37. 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:

EVALUATION CRITERIA	MAX SCORE	SCORE
<p><u>Offeror's Educational Attainment/Background</u> 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>	20	
<p><u>Statement of Experiences & Qualifications</u> Offeror is required to present satisfactory evidence that he/she or the A&E firm have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing requested services.</p>	50	
<p><u>Licensing Requirements:</u> Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors of all individuals who will be working on any architectural and engineering aspect of the project. 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>	20	
<p><u>Determination of Responsibility of Offeror</u> Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors.</p>	10	
TOTAL POINTS	100	

38. INDIVIDUAL EVALUATION FORM:

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

39. **SUMMARY EVALUATION FORM**

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

40. **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 environmental assessment, conduct an accurate topographic survey of the entire project, conduct geotechnical 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. **Build America, Buy America Act (BABAA)**

1. BABAA applies to this project
2. Contractor is required to submit a Certification of Material Origin for all Construction Materials.
3. BABAA Requirements:

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

4. BABAA Waiver Conditions:

- Applying the American sourcing requirement would be inconsistent with the public interest.
- 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 satisfactorily quality.
- 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.

I. **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.**

J. **All work shall be in accordance and in compliance with 2009 International Building Code complete and ready for use.**

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

Task I:

60% Submittal (PS&E)

30 calendar days after Notice to Proceed

Task II

90% Submittal (PS&E)

30 calendar days after review & approval of Task I Preliminary submittal

Task III

100% Submittal (PS&E)

30 calendar days after review & approval of
Task II Pre-final submittal

42. 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.

43. 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.

44. RFP ATTACHMENTS:

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

See Attachments A-1 to A-7 (Pages 25-31)

2. FORMAL CONTRACT

See Attachment A-8 (Pages 32-42)

3. ACKNOWLEDGEMENT OF RECEIPT FORM

See Attachment A-9 (Page 43)

4. TEMPORARY ALIEN PREVAILING WAGE RATE

See Attachment A-10 (Page 44)

5. USDOL WAGE AND BENEFITS RATE DETERMINATION

See Attachment A-11 (Pages 45-50)

6. PROJECT SCOPE OF WORKS AND REFERENCES

See Attachment A-12 (Pages 51-57)

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 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: _____.

SPECIAL PROVISIONS

RESTRICTIONS AGAINST SEX OFFENDERS EMPLOYED BY SERVICE PROVIDERS TO GOVERNMENT OF GUAM FROM WORKING ON GOVERNMENT PROPERTY

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of 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 in any other jurisdiction of an offense with the same element as heretofore defined, 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 the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty four (24) hours of the conviction, and will immediately remove 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 (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fail to take corrective steps within twenty four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	Date

Subscribe and sworn before me this _____ day of _____, 2026

NOTARY PUBLIC

My commission expires, _____, _____

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: **Manell-Geus Green Infrastructure (Design Phase)**

Project No.: **500-5-1072-F-MER**

Amount: **\$**

Place: **Merizo, 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 "**Manell-Geus Green Infrastructure, (Design Phase), Project No.: 500-5-1072-F-MER**", 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 **Ninety (90) 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 binding or works covered by this Contract, or the land upon which the same is situated.
- VIII. RESTRICTION. The service provider warrants that no person in its employment who has been convicted of sex offense under the provisions of chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated , or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a Contract, then the service provider providing services on government property and is convicted subsequent to an award of a Contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any Contract for services until corrective action has been taken.
- IX. INDEMNITY. Service provider agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies

from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Awardee, Awardee's officers, agents, servants or employees under this Contract.

- X. CLAIMS AGAINST GOVERNMENT. The service provider expressly recognizes that the Government Claims Act (Title 5 of the Guam Annotated, Chapter 6) applies with respect only to claims of money owed by or to the service provider against the Government if the claim arises out of or in connection with this agreement. The service provider also expressly recognizes that all other claims by the service provider against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Annotated, Chapter 5).
- XI. CONSENT TO JURISDICTION. The 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 11107E) 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](#). Procurement of Recovered Materials

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive

(K) See § 200.216. Prohibition on Certain Telecommunications and Video Surveillance Equipment

(a). Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

(L) See § 200.322. Domestic Preference for Procurements

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184

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: _____

LOLA E. LEON GUERRERO
Director
Bureau of Statistics and Plans

CERTIFIED FUNDS AVAILABLE:

TERRY CUABO, ASO
Certifying Officer
Bureau of Statistics and Plans

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.: 500-5-1072-F-MER

Manell-Geus Green Infrastructure (Design Phase)

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 2

EDDIE BAZA CALVO
Governor



RAY TENORIO
Lieutenant Governor

Office of the Governor of Guam

COMMON CONSTRUCTION PREVAILING
WAGE RATES FOR GUAM

Pursuant to 8 CFR 214.2(h)(5)(v)(F)(2), U.S. Citizenship and Immigration Services (USCIS) must approve specific wage data and prevailing wage rates used for construction occupations on Guam. The following prevailing wage rates apply only to H-2B workers and similarly employed U.S. workers on Guam. USCIS has reviewed the Government of Guam's proposed rates and has approved the adjusted rates. These rates shall be effective for Temporary Labor Certification applications filed on or after Tuesday February 16, 2016.

<u>OCCUPATION</u>	<u>HOURLY WAGE RATES</u>
CAMP COOK	\$10.54
CARPENTER	\$14.20
CEMENT MASON	\$14.33
ELECTRICIAN	\$18.63
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.

EDDIE BAZA CALVO
Governor of Guam

FEB 16 2016

Records & Records Management Complex • Agaña, Guam 96910
Tel: (671) 475-5911 • Fax: (671) 477-4826 • www.governor.guam.gov

USDOL WAGE AND BENEFITS RATE DETERMINATION

"General Decision Number: GU20260001 05/18/2026

State: Guam

Construction Types: Building, Heavy, Highway and Residential

Counties: Guam Counties of Guam

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

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUGU2020-001 03/05/2020

	Rates	Fringes
SHEET METAL WORKER.....	\$ 16.73	0.00
REFRIGERATION MECHANIC (INCLUDING HEATING, AIR CONDITIONING (HVAC) MECHANIC WORK).....	\$ 18.43	0.00
PLUMBER.....	\$ 16.52	0.00
PLASTERER.....	\$ 22.89	0.00
PIPEFITTER.....	\$ 16.52	0.00
PAINTER.....	\$ 12.86	0.00
IRONWORKER, STRUCTURAL.....	\$ 14.90	0.00
IRONWORKER, REINFORCING.....	\$ 15.61	0.00
HEAVY EQUIPMENT OPERATOR.....	\$ 16.58	0.00
HEAVY EQUIPMENT MECHANIC.....	\$ 18.32	0.00
ELECTRICIAN.....	\$ 18.52	0.00
CEMENT MASON.....	\$ 14.92	0.00
CARPENTER.....	\$ 15.48	0.00

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 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 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 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 WORKS AND REFERENCES

Project: Manell-Geus Project, Malesso' Pier, Guam

Scope of Work: Provide concept plans and construction-ready design services for the construction/installation of green infrastructure within the government of Guam's property (Malesso Public Pier Park). **Attachment "A"** is included as reference. The prospective proposer shall provide services for the different phases described in this request. The final design must be signed and approved by a Professional Engineer authorized to practice and perform work in Guam. The prospective proposer shall prepare the required documents in compliance with local and federal law. This includes design for:

- I. (1) Rain Garden
- II. (2) Bioretention systems with sediment forebays
- III. (1) outdoor sign (with floating concrete footing design)

All concept plans and construction-ready designs should ensure compliance with federal and territorial historic preservation requirements.

All prospective proposers must visit the site and must be responsible for having ascertained pertinent conditions such as location, accessibility, general character of the site and the extent of existing condition within or adjacent to the site. No extra compensation will be made by reason of any misunderstanding or error in regards to the site, the condition thereof, accessibility or the amount or type of work to be performed.

The Plan must also address the following requirements:

- 1). Scheduling and phasing of recommended activities.
- 2). Estimated construction costs.
- 3). Plan size shall be 24" x 36"
- 4). All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".
- 5). Hard copies and electronic copies of the design plans shall be submitted in a portable thumb drive.

I. Rain Garden Description of Services / Scope of Work:

The Bureau of Statistics and Plans, Guam Coastal Management Program is seeking services from a qualified vendor to develop a concept plan and construction-ready design plan for a rain garden at the Merizo/Malesso Pier park location including but not limited to:

All phases are noted below for reference and should be built into the final design services needed.

Phase 1:

- 1) Develop a concept plan for the rain garden at the proposed site location (Merlyn O. Cook School). The size of Lot #2 located within the Guam Territorial Seashore Park is 2.75 acres.
- 2) Develop rain garden design
- 3) Conduct site assessments
- 4) Determine the optimal location for the rain garden considering setbacks, and areas to avoid.
- 5) Prepare and review construction-level design plans with and obtain approval by BSP GCMP. Plans should include erosion and sediment control plans or Storm Water Management Plan and landscape plans.

Phase 2:

- 6) Conduct site preparation to include tracing the storm water flow path identifying drainage area determine slope conveyance options, and testing of infiltration rate at the site.
- 7) Develop an erosion and sediment control plan/measures or Storm Water Management Plan.
- 8) Identify the required federal and local permits and clearances to include NEPA compliance.
- 9) Incorporate the implementation erosion and sediment control measures

Phase 3:

- 10) Conduct site excavation of the designated rain garden area to the specified depth (12 inches) and dimensions. Excavation will be done by a mini excavator due to the limited amount of space in the area and by means of a band shovel as needed.
- 11) Prepare soils with sand and organics as necessary.
- 12) Conduct rough grading-initial shaping of the excavated area to establish general contours and slopes.
- 13) Conduct fine grading-precise grading to achieve final elevations, slopes and internal drainage patterns for the rain garden.
- 14) Install a stone drip line trench and perforated pipe along the perimeter of the rain garden.
- 15) Plant appropriate native vegetation and other locally-available species, mulch, or organic surface layers.
- 16) Conduct hydroseeding if necessary.
- 17) Conduct inspection and maintenance to ensure proper rain garden functionality.
- 18) Conduct site area cleanup.

- 19) Draft a long-term maintenance plan of the green infrastructure once complete in consultation with BSP, Malesso' Municipal Planning Council and interested community members

II. Bioretention and Sediment Forebays Description of Services/Scope of Work

BSP GCMP is seeking services from a qualified vendor to develop a concept plan and construction-ready design plan services for two (2) bioretention systems with sediment forebays at the Merizo/Malesso' Pier park location including but not limited to the following phases.

All phases are noted below for reference and should be built into the final design services needed.

Phase 1:

- a) Develop concept plans for each bioretention system at the proposed site location. The size of Lot # 1 located within the Territorial Seashore Parle is 1.14 acres.
- b) Develop bioretention system design
- c) Conduct site assessments
- d) Determine optimal locations considering setbacks, and areas to avoid
- e) Prepare and coordinate construction-level design plans with and obtain approval by asp GCMP. Plans should include erosion control plans or Storm Water Management Plan and landscape plans.

Phase 2:

- a) Identify the required federal and local permits and clearances to include NEPA compliance
- b) Incorporate the implementation of erosion and sediment controls

Phase 3:

- a) Conduct site excavation of the designated areas for both bioretention systems to the specified depths and dimensions. Excavation will be done by a mini excavator due to the limited amount of space in the area and by means of a band shovel as needed.
- b) Conduct the initial shaping of the excavated areas to establish general contours and slopes
- c) Conduct precise grading to achieve final elevations, slopes, and internal drainage patterns for each bioretention system
- d) Perform site alterations to each site to accommodate the bioretention systems to include minor grading
- e) Conduct hydroseeding if necessary
- f) Installation of pea gravel, planting soil, and filter fabric sidewalls within each of the bioretention systems

- g) Draft the long-term maintenance plan in consultation with and the Merizo Mayor's Office and update as necessary, but no longer than 4 months preceding installation and finalize for review and approval by BSP GCMP.
- h) Installation of appropriate bioretention plantings within each system
- i) Design and installation of educational signage (scope of work for outdoor signage below)
- j) Inspect and take corrective measures to ensure proper bioretention system functionality
- k) Conduct site area cleanup
- l) Remove and replace dead plants up to a year after installation followed by inspections on an annual basis

III. Outdoor Educational Sign Description of Services / Scope of Work;

The BSP GCMP will be seeking services from a qualified vendor to provide creative design services, installation plans, and manufacture-ready services for (1) one - six feet (6') end-to-end frame post outdoor sign mounted to a concrete floating footing design sufficient in scale to hold the sign in place, and designed to sit on top of the ground with no ground disturbance or penetration to ensure no adverse effects to historic properties within the government of Guam's property (Malesso' public pier park). Final design work printed on vinyl should be based on the green infrastructure (rain garden & bioretention systems) above. All phases are noted below for reference along with deliverables that should be built into the final design and manufacture-ready services needed.

Phase 1- Creative sign design and stakeholder engagement

- a) The contractor will be procured by the government of Guam, following 2 CFR 200 requirements, to design a custom sign. This sign should be printed on vinyl and will feature storm water and watershed issues and green infrastructure information provided by the Bureau on the newly installed rain garden & bioretention systems. Because green infrastructure is not a common storm water management practice on Guam, the information that will be on the sign should provide valuable information for the reader to understand the benefits of investing in green infrastructure because of the benefits it provides the community, the land and the water.
- b) The sign must also include all partner logos, credit funders and references.
- c) The contractor is expected to provide up to three design mock-ups for review and all designs must be approved by the BSP before printing.
- d) Provide a digital mockup of the designed signs.
- e) Print a sample sign in the approved sign size using the approved design to test the readability of information and icons from 6ft away. The material used to print the sample sign does not have to be printed on the recommended material (i.e., high quality vinyl).
- f) The primary objective of the sign is to be educational, informative, artistic, visually appealing, and communicate clearly the benefits of investing in green infrastructure and the value the newly

installed green infrastructure provides the community, the land, and the marine life. The sign should serve as a visual learning tool to all who visit the public park.

Phase 2 - Manufacturing of signs, frames and design of "floating" concrete footers

- a) The contractor will be procured by the government of Guam, following 2 CFR 200 requirements, to produce the signs from the first phase as well as frames for setting the sign, and design of "floating" concrete footers to hold the sign in place.
- b) To ensure optimal readability and aesthetic appeal for the area, the sign dimensions must be at least six (6) feet wide in size.
- c) The frames should be at least *W'* thick, which will be constructed of aluminum box tubing, and built to give the bottom of the sign a 3ft. clearance from the ground.
- d) The information board displaying the information itself will be manufactured using 2-sided aluminum panels with high quality vinyl print decals that are UV-resistant, corrosion-resistant and weatherproof.
- e) The "floating" footers should be made of concrete. The concrete slab design dimensions should be at least 8' - 0" x 3' - 0" or a size sufficient to hold a 6' wide (end to end) sign. On top of the concrete slab will require a left and right-side concrete post measuring at least 12" in width and height, and allow sufficient inside depth clearance for the sign posts to safely hold and secure the posts in place with a 3ft. clearance from the ground. The concrete footers design should ensure no adverse effects to historic properties within the government of Guam's property (Malesso' public pier park).
- f) Ensure the design does not pose a safety hazard to the public by using rounded edges. No sharp comers and edges.

Phase 3 - State Historic Preservation Officer letter of permission

The contractor will prepare a letter of permission to the SHPO detailing the placement location of tile one sign for the BSP Director's review and signature. The SHPO letter must include the project area map of the placement location of the one sign, the site and plot plan, property ownership documents (locations should be on government property), and the letter of permission. All documentations must be 8.5 x 11 or 8.5 x 14 size paper.

Phase 4 - Development of sign placement plan, delivery of manufactured signs with frames

The contractor will conduct in-sue research and stakeholder interviews to determine the most appropriate placement location at the site to develop an installation plan.

- a. The contractor will propose at least two sign placement options. Proposed signage placement will be based on:

- Foot traffic
 - Prominent public vantage points of significant public views
 - The most common point of entry to the water that does not obstruct access to the seashore nor degrade visual quality
 - Visually engaging areas where signage will attract beachgoers, tourists
 - Approved by the Department of Parks and Recreation or another appropriate jurisdictional agency such as the Malesso' Mayor's Office
 - Proposed site placement must be on government of Guam property. Property ownership documents must reflect proposed site placement is located on government of Guam property
- b) The signs will be mounted on a concrete slab sufficient in scale to hold the sign in place, sitting on top of the ground with no ground disturbance or penetration. This floating footing design is to ensure no adverse effects to historic properties as previously approved by the State Historic Preservation Office in the proof-of-concept round. The floating concrete footers should be manufactured to safely and securely hold the signs in place with a 3ft. clearance from the ground.
- c) Placement locations will be detailed, photographed, and mapped with GPS coordinates.
- d) The placement plan will describe how the concrete footing will be poured at the site in order to withstand severe coastal weather and wind conditions. Footings will be placed in a manner that will ensure a clear view of the sign. Upon request, the Guam Department of Public Works may provide documentation of approved footing design and installation, in compliance with Guam construction, environmental and shoreline protection laws.
- e) The BSP will coordinate with the Contractor to ensure all information needed for SHPO review is provided.
- f) The BSP will coordinate with the Contractor on the delivery of the final design and approved framed signs for the location. The Contractor will coordinate with the BSP and the Department of Public Works or Malesso' Mayor's Office for the placement of the signs.

All designs are property of the Government of Guam, Bureau of Statistics and Plans and shall be provided in a portable thumb drive. All files should be accessible, readable, and editable using platforms such as Adobe software

Other activities not specifically mentioned in this scope of work but are determined to be integral to meeting the deliverables of this project will be considered.

ACTIVITIES

- a) Provide the most durable and weather-proof materials available to fabricate new signs. The sign materials will withstand sun, salt, wind, rain, typhoons, earthquakes, tropical conditions, or other natural phenomena over many years with minimal maintenance. The recommended materials must

be approved by BSP. Engineering design shall be based on applicable sections of the Building Law on Guam (Chapter 66 of 21 GCA) and other guidelines Guam uses such as the International Building Code. The BSP has published the 2022 Guidebook to Development Requirements on Guam and is available on the BSP's website at bsp.guam.gov.

- b) Conduct in-site research and stakeholder interviews to determine the most appropriate location. Input should be incorporated into the final sign design and content. Proposed signage placement at the site will be based on foot traffic; the most common point of entry to the water; in visually-engaging areas where signage will attract park users; approved by the Malesso' Mayor's Office. Placement locations will be detailed, photographed and mapped to create an installation plan. Stakeholder input is required.

DELIVERABLES

- a) One sign designed by a contractor and approved by the BSP. The sign will include information highlighting the green infrastructure (rain gardens and bioretention systems) visible throughout the public park to visitors and outdoor recreationalists. More information about the project can be linked to the BSP website as the sign will be limited in space.
- b) Provide a vinyl print of the educational sign before production at a print size of 3 ft. by 4 ft.
- c) Workable source files in original format with fonts in a USB. Provide a digital BPS file of the educational sign. At least three revisions will be allotted to BSP before signs are finalized.
- d) Placement plan with maps, photographs, and specific GPS coordinates of where the sign will be placed. The Placement Plan must include a proposed budget to delineate total costs of sign fabrication and placement, as well as documented stakeholder input.
- e) One sign printed. The educational content of the signage information is removable to allow for content updates.
- f) One frame for the sign.
- g) The Contractor will be responsible for providing the concrete footer, placement of the framed sign and setting of frame with sign at final location.