

**PERFORMANCE BASED DESIGN-BUILD (PBDB) FOR THE DESIGN AND
CONSTRUCTION OF THE GUAM CULTURAL REPOSITORY**

RFP 06 - 19

RFP TIMELINES

October 24, 2019

ISSUANCE DATE FOR UOG RFP NO. P06-19

Notice 1: *All issued RFP packets are required to be registered on UOG's "Procurement (RFP) Registry" at the time the RFP(s) are issued to the interested parties. This is necessary for future procurement communications and distribution of Amendments and/or Addendums. Please fill-out the required information on a copy of page 2 of this RFP and leave the registration sheet with the issuing procurement officer.*

October 31, 2019

10:00 A.M.

MANDATORY PRE-PROPOSAL CONFERENCE and SITE VISIT

(Please meet at the UOG Procurement Office.)

Notice 2: *Interested Proposers and Offerors must have a representative attend this required meeting in order to be eligible for award of this RFP.*

November 4, 2019

5:00 P.M

LAST DAY TO SUBMIT WRITTEN QUESTIONS

November 13, 2019

3:00 P.M

PROPOSAL SUBMISSION DEADLINE

UOG RFP NO. 06 - 19 PROPOSAL REGISTRATION FORM

This solicitation package identifies the GUAM Cultural Repository’s key performance measures, criteria, and facility-related concepts. The PBDB approach encourages innovation and value engineering on the delivery of an operational and commissioned Cultural Repository, for the best value.

To all interested vendors and potential offerors, if you have any intention submitting a timely response to RFP 06-19, you are required to provide the information below and pay for the RFP fee at the UOG Consolidated Procurement Office, as soon as possible. You will not receive any updates or amendments unless you register your interest.

Vendor Payment Information	Cash / Check Amount:\$_____ Date:
Vendor Name:	
Vendor Address:	
Physical	
Mailing	
Vendor Point of Contact	Name
Title	
Tel / Fax / Mobile	
Email	
Alternate Contact	Name
Alternate POC Information	Tel / Mobile

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**PERFORMANCE BASED DESIGN-BUILD (PBDB) FOR THE DESIGN AND CONSTRUCTION
OF THE GUAM CULTURAL REPOSITORY**

DATE ISSUED: October 24, 2019

UOG SECTION: **SUB-RECIPIENT = UOG, PLANT & FACILITIES OFFICE (*Plant Management Division*)**

OEA AWARD: DA782 – 17 - 01

ISSUED BY: UOG CONSOLIDATED PROCUREMENT OFFICE

TELEPHONE NO.: (671) 735-2925 FAX NO.: (671) 734-3118 / 735-3010

INTRODUCTION

The University of Guam hereby announces the issuance of RFP No. P06-19 on behalf of the Office of Economic Adjustment and the Guam Build-Up Office, for the funded projects specified in the FAIN: HQ000517100073 and OEA Grant Number: DA782-17-01.

The issuing office for this RFP is the University of Guam's Consolidated Procurement Office with the assistance of the University of Guam's Plant & Facilities Office. All communications and correspondences regarding this RFP must be directed to the University of Guam's Consolidated Procurement Office. Contact information provided below:

ATTENTION: **EMILY GUMATAOTAO, SUPPLY MANAGEMENT ADMINISTRATOR**

LOCATION: UOG Business Office (Annex Building), UOG Station, Mangilao, Guam 96923

CONTACTS: Telephone No.: (671) 735-2925; Fax No.: (671) 735-3010

E-MAIL: eggumataotao@triton.uog.edu

INSTRUCTIONS TO PROPOSERS

1. **REQUESTS FOR PROPOSALS.** The proposer is required to read each page of the Request for Proposals (RFP) and by the act of submitting a written proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for claim or for the withdrawal of an RFP after opening. Proposals shall be in writing, filled out in ink or typewritten and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the proposer. Proposals containing any conditions, omissions, unexplained erasure or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by the University as being incomplete.
2. **GENERAL INTENTION.** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the proposer to provide the University with specified Services.
3. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn on written request received from the proposer(s) prior to the time fixed for opening. Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

4. **OPENING OF PROPOSALS.** Proposals shall not be opened publicly, shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each proposer, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to territory personnel having a legitimate interest in them.
5. **STATEMENT OF EXPERIENCE & QUALIFICATION.** The University of Guam requires respondents to present satisfactory evidence that they have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing requested services.
6. **NON-COLLUSION AFFIDAVIT.** Each firm submitting proposals for any portion of the work covered by the proposing documents shall execute an affidavit, in the form provided with the Proposal, to the effect that they have not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal. This affidavit applies to the submission of a proposal and/or sealed price proposal. ***See AG Procurement Form 003: Affidavit RE Non-Collusion.***
7. **AMENDMENTS TO REQUEST FOR PROPOSALS.** The right is reserved as the interest of the University of Guam may require revising or amending the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals and shall be identified as such and shall require that firms acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the Request for Proposal it amends. Amendments shall be sent to all prospective proposers known to have received a Request for Proposal. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by telegram or telephone and confirmed in the amendment.
8. **METHOD OF AWARD.** The University of Guam intends to review the Request for Proposals upon receipt. The proposal submitted will be the primary document for evaluation. The University of Guam 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 University of Guam to award proposals to offers duly authorized and licensed to conduct business in Guam.
9. **DISCLOSURE OF MAJOR SHAREHOLDERS.** As a condition of proposer, any partnership, sole proprietorship or corporation doing business with the University of Guam shall submit an affidavit executed under oath that list the name and address of any person who holds more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the proposer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to public inspection and copying. ***See AG Procurement Form 002: Affidavit RE Disclosing Ownership (Major Shareholders) & Commissions.***

10. **DETERMINATION OF RESPONSIBILITY OF PROPOSERS.** The University of Guam reserves the right in securing from the Proposer information necessary to determine whether or not they are responsible, and to determine their responsibility in accordance with the “Standard for Determination of the Most Qualified Proposer” section of the General Terms and Conditions.
11. **PRE-PROPOSAL CONFERENCES.** Pre-proposal conferences will be permitted any time prior to the date established herein for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. The Authority will notify all proposers of any substantive clarification provided in response to any inquiry. The Authority will extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical. When the Pre-Proposal Conference is “**Mandatory**”, this means the interested proposers or offerors must have a representative in attendance on the date and time of the Pre-Proposal Conference in order to satisfy one (1) of the RFP’s requirements in determining ‘responsibility’ towards being a Qualified Proposer. Proposers or Offerors will be disqualified if they did not attend the *Mandatory Pre-Proposal Conference*. It is not necessary to purchase the RFP packet before attending the Mandatory Pre-Proposal Conference. Purchase of the RFP packet is necessary only when submitting a Proposal Offer (qualification documents, and a separately sealed price offer) on or before the deadline for proposal submissions.

THIS RFP HAS A [] NON-MANDATORY OR [X] MANDATORY PRE-PROPOSAL CONFERENCE

12. **PRE-SELECTION INTERVIEWS.** The University of Guam also reserves the right to conduct pre-selection conferences or interviews, and/or attend presentations by proposers. University management shall notify all proposers if conferences, interviews, or presentations are necessary. In conducting conferences, interviews, or presentations, there shall be no disclosure of any information derived from proposals submitted by competing proposers. Proposers shall be accorded fair and equal treatment with respect to any opportunity for conferences, interviews, or presentations.
13. **GENERAL INTENTION.** It is the declared and acknowledged intention and meaning that the proposer provides the University with materials, supplies, or equipment completely assembled, and ready for use.
14. **COMPETENCY OF PROPOSERS.** Proposals will be considered only from such proposers who, in the opinion of the University of Guam, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **REQUEST FOR PROPOSAL FORMS.** A non-refundable fee of one hundred dollars (\$100.00) will be charged for each RFP packet contained on a CD (compact disc), although interested parties may review a hard copy of the RFP at the UOG Procurement Office prior to purchasing the RFP. All payments shall be by cash, certified check or money order and shall be made to the University of Guam.
16. **PROPOSAL ENVELOPE/COPIES.** Proposal envelope shall be sealed and marked with the proposer’s name and Request for Proposal Number. Original and five (5) copies of your proposal are required.

17. **FORM OF PROPOSAL.** All Proposals must be submitted in writing. It should include a listing of current and former business clients and a description of the type of work performed or being performed. At a minimum, if the proposer is an individual, the proposal should include a complete resume of the individual. If the proposer is a firm, the proposal should include a resume of the firm's principal(s). The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with the University of Guam, the Government of Guam or any of its agencies or Instrumentalities.
18. **MODIFICATION/ALTERATION.** After the receipt and opening of proposals, and its option, UOG may conduct discussions with responsible proposers who have submitted proposals reasonably considered to be selected for the award with the purpose of clarification to assure full understanding and responsiveness to the solicitation requirement. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, please bear in mind that proposals should be submitted initially on your most favorable terms. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing proposers.
19. **MODIFICATION OR WITHDRAWAL OF PROPOSALS.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussion.
20. **SELECTION OF BEST QUALIFIED PROPOSERS.** After conclusion of validation of qualifications, evaluation, and discussion as provided in the section "Modification/Alteration", the University of Guam will select in the order of their respective qualification and evaluation ranking, no fewer than three acceptable proposals (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services.
21. **NEGOTIATION AND AWARD OF CONTRACT.** The University of Guam 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 proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) determining that the proposer will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
22. **SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER.** If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified proposer, the contract will be awarded to the proposer.
23. **FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER.** 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 University of Guam will advise such proposer 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 University 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.
24. **NOTICE OF AWARD.** The University of Guam will notify all proposers of the status of the RPF and intent to award. Written notice of award will be public information and made a part of the contract file.

- 25. FAILURE TO NEGOTIATE CONTRACT WITH PROPOSERS INITIALLY SELECTED AS BEST QUALIFIED.** Should the University of Guam be unable to negotiate a contract with any of the proposers initially selected as the best qualified proposers, offers may be selected based on original, acceptable submissions in the order of their respective qualification ranking, and negotiations may continue in accordance with the procedures and process herein specified.
- 26. INDEPENDENT CONTRACTOR:** The successful respondent shall operate its business as an independent contractor and shall discharge all of its duties as such. No act performed or representation made whether oral or written by Contractor (successful respondent) with respect to third parties shall be binding on UOG.
- 27. EMPLOYMENT RESTRICTION:** If a contract for services is awarded to the bidder or proposer, then the Contractor must warrant that no person in its employment who has been convicted of a 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 in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the Contractor while on University of Guam property, with the exception of public highways. If any employee of the Contractor is providing services on University property and is convicted subsequent to an award of a contract, then the Contractor warrants that it will notify the University of the Conviction, within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on University property. If the Contractor is found to be in violation of any of the provisions of this paragraph, then the University will give notice to the Contractor to take corrective action. The Contractor shall take corrective action within twenty-four hours of notice from the University, and the Contractor shall notify the University when action has been taken. If the Contractor fails to take corrective steps within twenty-four hours of notice from the University, then the University in its sole discretion may suspend temporarily any contract for services until corrective action has been taken. [5 GCA § 5253(c)]
- 28. INDEMNITY:** Contractor agrees to indemnify and hold harmless UOG and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of Contractor's duties under this agreement resulting from Contractor's negligence, save and except those caused by the negligence on the part of UOG.
- 29. CONTRACTOR PROVIDED INSURANCE:** The Contractor and subcontractors of all tiers shall procure and maintain the following types and amounts of insurance, if applicable as determined by the University, during the entire term of the Agreement:
- a) **PROPERTY INSURANCE:** Property or Builders All Risk insurance providing coverage for all risks of direct physical loss or damage, including flood, earthquake, and windstorm, to raw materials, work in progress, components, and completed construction throughout the job site and at temporary storage and prefabrication sites. The amount of coverage shall be not less than the total of the full replacement value of raw materials, components, work in process, and completed construction. Deductibles if any shall be approved by the Owner. The policy shall be endorsed to include the Owner as an additional insured as its respective interests may appear at the time of loss.
 - b) **LIABILITY INSURANCE:** Commercial General Liability insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations, and, if necessary, Broad Form Property Damage and Explosion, Collapse and Underground coverage. Coverage shall be extended for three years following issuance of

Notice of Completion. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$2,000,000 annual aggregate. Deductibles if any shall be approved by the Owner. The University of Guam, its Directors, Officers, agents, and employees shall be named as additional insured's as respects any claims arising out of the Project.

- c) **AUTOMOBILE LIABILITY:** Commercial Auto Liability insurance for all owned and non-owned vehicles used in connection with the contract/agreement/project in an amount not less than \$1,000,000 combined single limit of liability. Deductibles if any shall be approved by the Owner. The University of Guam, its Directors, Officers, agents, and employees shall be named as additional insured as respects any claims arising out of the Project.
- d) **WORKERS COMPENSATION:** Statutory Workers' Compensation and Employers Liability insurance.
- e) **TRANSPORTATION INSURANCE:** If necessary, Transportation insurance providing "All Risk" coverage, including War Risk, for loss or damage to building materials and components from the point of shipment to the job site.

CANCELLATION: All policies shall contain an endorsement requiring insurers to provide the Owner with sixty (60) days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.

CERTIFICATES: Contractor shall provide evidence of the required insurance on standard Accord forms or equivalent.

- 30. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintain an office or other facility on Guam. Reference Guam Code Annotated Section 5 GCA Chapter 5 Article 5008 and UOG Procurement Regulation Section 3.9.14.5."
- 31. **AFFIDAVIT RE NO GRATUITIES, KICKBACKS AND/OR FAVORS:** The bidder, offeror or contractor represents that it will not violate the prohibition against gratuities and kickbacks and favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11, Ethics in Public Contracting and Section 11.7 (Gratuities and Kickbacks and Favors) of the UOG Procurement Manual. [5 GCA § 5630(c); 2 GAR, Div. 4 §§ 11107(3) and 11107(4)(e)] ***See AG Procurement Form 004: Affidavit re No Gratuities, Kickbacks and/or Favors.***
- 32. **AFFIDAVIT RE ETHICAL STANDARDS:** 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, and in Chapter 11 (Ethics in Public Contracting) of the UOG Procurement Manual. [2 GAR, Div. 4 § 11103(b)] ***See AG Procurement Form 005: Affidavit re Ethical Standards.***
- 33. **COVENANT AGAINST CONTINGENT FEES:** The prospective contractor represents as part of such contractor's bid or proposal that such contractor has/has not (Circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. See RFP Page 5, Item 9 for additional information. [5 GCA §

5631(c); 2 GAR, Div. 4 §§ 11108(a)(3), 11108(f), and 11108(h)] ***See AG Procurement Form 007: Affidavit Form RE Covenant Against Contingent Fees.***

- 34. DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION:** In accordance with 5 GCA §§ 5801, 5802 and 5211(b), as may be applicable, each offeror certifies that any of its employees whose purpose, in whole or in part, is the direct delivery of service contracted by the University shall be paid 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 contract deliverables to the University, including health and other similar benefits. ***See AG Procurement Form 006: Declaration RE Compliance with U.S. Department of Labor Wage Determination form.***

ATTACHMENT A: *General Terms & Conditions of the Request For Proposals*

1. **AUTHORITY.** This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124) and the UOG Procurement Regulations (copies are available for inspection at Procurement Office, UOG). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith. This RFP does not commit the University of Guam to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.
2. **EXPLANATION TO PROPOSERS.** 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 University of Guam's Procurement Office for interpretation. Proposers 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 proposers and its receipt by the proposer must be acknowledged.
3. **REJECTION OF PROPOSAL OFFER.** The University of Guam shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in the University'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).
4. **TAXES.** Proposers (Offerors) are cautioned that they are subject to all relevant Guam taxes. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.
5. **COVENANT AGAINST CONTINGENT FEES.** The proposer warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give UOG the right to terminate the proposer, or in its discretion, to deduct from the contract price or consideration any amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by proposers upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the proposer for the purpose of securing business.
6. **EQUAL EMPLOYMENT OPPORTUNITY.** UOG is an equal opportunity employer and provider. All proposers agree to comply with the University's EEO Policy, which includes not discriminating against any employee or applicant for employment because of race, creed, color or national origin. The proposer will take affirmative action to secure that applicants are employed and that employees are treated equally during employment without regards to their race, creed, color or national origin.
7. **EMPLOYMENT RESTRICTION.** If a contract for services and/or construction is awarded to the offeror, then the service provider must warrant that no person in its employment who has been convicted of a 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 in any other jurisdiction of an offense with the same elements as heretofore define, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on University of Guam property, with the exception of public highways. If any employee of a service provider is providing services on university property

and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the University of the Conviction, within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on university property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the University 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 University, and the service provider shall notify the University when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the University, then the University in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

8. **ASSIGNMENT.** Assignment will not be accepted without prior written approval from UOG.
9. **AUDIT BY PUBLIC AUDITOR.** The Guam Office of the Public Auditor shall have the right to examine and copy any records, data, or papers relevant to any agreement entered into by and between the University of Guam and any successful proposer for a period of three (3) years from the date of the final payment under such agreement or contract.
10. **OWNERSHIP RIGHTS.** All documents and other incidental Consultant work or materials furnished hereunder shall be and remain the sole property of the University, including all publication rights, copyright interests and other intellectual property. Proposer shall not sell or utilize in any way the work done by proposer for services under this RFP to those outside of the University without the expressed, written consent of the University.
11. **SCOPE OF WORK MODIFICATIONS.** The University of Guam reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter negotiations with any of the firms/teams regarding their submittal.
12. **NON – DISCRIMINATION.** Contractors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of the University’s contracts.
13. **TRADE SECRETS AND PROPRIETARY DATA.** Proposers may designate those portions of their proposals that contain trade secrets or proprietary data to be confidential.
14. **CANCELLATION OF RFP SOLICITATION:** Prior to the date deadline set for proposal offers, this solicitation maybe cancelled in whole or in part when the President or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the University of Guam’s best interest, in accordance with the University of Guam’s Procurement Rules and Regulations; and as provided for in the regulations 5 GCA §5225; 2 GAR, Div. 4 §3115(c).
15. **CONDITIONS FOR SUBMITTAL OF MULTIPLE PROPOSALS OR AN ALTERNATE PROPOSAL OFFER.** Each *RFP Submittal of the Proposal Offer* should contain only a single proposal offer that includes an original set and five (5) copies. The University of Guam will not accept multiple proposal offers that are different proposals, variations, and/or approaches within a single submittal packet. If a Proposer wishes to submit more than one proposal offer that constitutes proposal variation, then the Proposer should submit each proposal variation separately and independently of each other. Each independent and separate Proposal Offer will be evaluated and rated separately; and each Proposal Offer must have its original and five (5) copy set. [2 GAR, Div. 4 §§ 3102 (d)]

ATTACHMENT B: *Special General Provisions - Proposer’s Qualifications*

1. **EVALUATION AND SELECTION**

The University of Guam will assemble a selection committee to determine whether the Proposers are considered to be responsible and responsive based on their written Technical Proposal. As such, Proposers should be very careful to comply with all sections of the Technical Proposal and completely supply all requested information and materials. The selection committee can waive minor irregularities as to form, but not as to substance. Only responsible and responsive Proposers will be evaluated by the selection committee on the details of their Technical Proposal submitted (and if requested and exercised by the committee – the Proposer’s responses to Oral Interviews), and will be ranked by the selection committee based on the following 100 point criteria basis:

A. Each Proposal Offer Per Project (Technical Proposal Determination Factors & Point System)

Specialized Experience & Technical Competence	60 Points
Description of Technical Approach & Management Plan	30 Points
Corporate Capability	<u>10 Points</u>

TOTAL: 100 Points

The Selection Committee anticipates making a single award for each project. The projects are described in Contract Documents section of this RFP. To be a qualified proposer is dependent on the criteria ranking and capability to perform (each) the project successfully, in a timely manner, within loan funding available, and within the loan’s implementation time limitations. Per project evaluation ranking, if no final contract negotiation is made with the highest ranked qualifying proposer, then contract negotiations will start with the next highest ranked proposer, and so forth, until a contract can be awarded. In the event there is a tie within a group of ranked proposers, then an interview evaluation process may be exercised.

B. Interview Process for Tied Proposal Offers (Technical Proposal Determination Factors & Point System). Additional Points (Obtained only by an interview) 10 Points

If there are questions regarding this RFP, submit the questions in writing to the contacts below:

Ms. Emily Gumataotao, Supply Management Administrator
Phone: 735 – 2925, Fax: 734 – 3118
Email: eggumataotao@triton.uog.edu

Mr. Sonny P. Perez, PE; Capital Projects Manager
Phone: 735 – 2372, Fax: 734 – 6476
Email: sonnypz@triton.uog.edu

2. **AWARD**

Notices will be issued to all proposers. The notices will include the ranking order of all proposals that have been determined to be responsive and responsible proposal offers. The highest ranked proposer will receive an ‘Intent To Award’ letter. Contract negotiations will start with the highest ranked proposal offeror. Their Sealed Priced Proposal Offer will then be opened and negotiated until a **Guaranteed Maximum Price** for Design-Build Construction Services Contract can be finalized and agreed upon. If all negotiation efforts are exhausted and no GMP contract has been

successfully negotiated, then the cycle will be repeated with the next highest ranked Proposal Offeror until the project can be successfully awarded.

ATTACHMENT C: Proposal (Offer) Requirements (5 Sections)

SECTION 1 GENERAL REQUIREMENTS

1.0 SCOPE OF CONTRACT

The University of Guam (UOG) is soliciting proposals from qualified individuals and firms to provide engineering design and construction services to build the new Guam Cultural Repository at the University of Guam at an existing site on University Drive. The project and its details are contained in the drawing plans and specifications provided in this RFP packet.

The Guam Cultural Repository facility will provide a secure archive for items of cultural and historical significance to the people of Guam. The Repository will contain objects that have been recovered and are currently located in alternate locations. The Repository will also house objects that will be recovered during activities related to the development of the military build-up.

1.1 DESCRIPTION OF CONTRACT DELIVERABLES

To enter into a *Design-Build Construction Services Contract* agreement that includes all the necessary Architectural & Engineering Services to complete the drawings, plans, and specifications into 100% construction drawings; and then provide the construction services within the budgetary parameters and requirements while remaining compliant with the Government of Guam laws, rules, and regulations governing this procurement. To be eligible as a potential awardee for this *Design Build Services Contract Agreement*, an interested *Design Build Team* must first demonstrate its ability to satisfy the professional and technical skills needed for the projects and possess the experience and history to qualify. Then the team must provide a priced proposal that is within the budget allowable to implement the project. This section addresses the submittal of the written proposal of the technical offer portion.

The Cultural Facilities Repository will consist of one building housing the Archives and a separate small utility support building that will support the main building. Additional structures include an electrical transformer, trash enclosure and a water storage tank to be used for potable and fire protection water.

Sitework will include site clearing, grading and excavation as required. Site Improvements will include a parking lot, roadways, paved surfaces including pedestrian paving, exterior furnishings, landscaping, seeding and sodding. Site Utilities will include new connections for potable water, fire protection water, sanitary sewer, electrical and telecommunications. Site Utilities will also include storm water piping, fuel piping, system piping, electrical conduits and other underground utilities as required to connect the services in the support building to the main building and other services on site.

Structural work will include foundations, floor slabs, structural walls and roof superstructure. All structures must meet the applicable typhoon, wind and seismic design standards.

Exterior enclosure work will include roofing, roof and wall insulation, rainwater management, exterior doors, exterior windows and typhoon shutters.

Interior work will include partitions, fixed windows, doors and hardware, suspended ceiling construction, signage, storage specialties and toilet accessories. Interior work will also

include installation of wall and flooring finishes as shown in the Drawings such as tile, insulated metal panels, paint, concrete sealers, carpeting and fluid applied flooring.

Fixed Furnishings include casework and counter tops, floor and wall-mounted shelving and window treatments.

Furniture and Equipment as shown in the Drawings is included in the project scope. This includes items typical offices such as chairs, tables, workstations, computers, printers, file cabinets, digital scanners, trash bins, recycling bins, microwave and refrigerator. Archival specific equipment includes powered High-Density Mobile Shelving, rolling ladders, freezers, flat files and a washer and dryer.

Plumbing work will include domestic water distribution including potable water storage, distribution equipment, piping and fixtures, sanitary drainage, and stormwater drainage piping.

Heating, Ventilation and Air Conditioning will include cooling systems, ventilation and air filtration as required for the support of the archives.

Fire Protection work will include fire alarm and detection systems, including a Very Early Warning Fire Detection System, fire suppression water tank, standpipe systems and wet pipe automatic sprinkler systems.

Electrical work includes electrical generating equipment, a centralized uninterruptable power supply, electrical distribution, interior lighting and controls, site lighting, lightning protection and transient voltage suppression.

Telecommunication work includes data telecommunication hardware and cabling to support the facilities as required, a public address system and an intercom system. Additional work includes the installation of security cameras and cardkey controls to be coordinated with existing services at the University.

Additional information is shown in the Drawings and Specifications elsewhere in this RFP.

Not included in Project Scope:

Transportation and movement of the objects in the Collections. This will be handled separately by the University.

1.2 DESCRIPTION OF DESIGN-BUILD PROJECT IMPLEMENTATION CRITERIA:

- 1.2.A The offeror shall provide all the professional engineering services needed to get the design work of the projects to the 100% design work level (plans, specifications, estimates) in collaboration with the University of Guam for their acceptance and approval of the final construction documents (plans, specifications, estimates).
- 1.2.B Provide the resources to perform the construction, renovation, replacement and refurbishing needed for the projects.
- 1.2.C The offeror shall approach the implementation of the projects like a Turn-Key Project where the offeror will design, manage, construct, renovate and furnish to available budget Not-To-Exceed ten million dollars and zero cents **(\$10,000,000.00)** for the facility.
- 1.2.D The individuals and/or firms must be professionally licensed on Guam and have extensive experience in design, project management, and construction_(including renovation work).

- 1.2.E The RFP documents are intended to define existing conditions, certain required items, and design parameters to be included in the project. It is the offeror's responsibility to complete the documents and construction in a manner consistent with the intent of the RFP documents.
- 1.2.F Commissioning, close-out of the completed facility includes (for the construction portion) the release of retention payments (after a 60-day retention period); obtaining the occupancy permits; maintenance training; until warranty period starts; (for the loan applicant) the procurement and installation of all fixtures, furnishings, furniture and equipment; installation of local art work or satisfaction of the 1% of the Arts Program; and moving-in the tenants.

1.3 DEFINITIONS AND RESPONSIBILITIES

- 1.3.A **OFFEROR:** The individual, partnership, corporation, or joint venture submitting a written or documented response (proposal offer) to this subject RFP.
- 1.3.1 **OWNER:** The Office of Economic Adjustment, a division of the US Department of Defense. Grant Awarded to the Office of the Governor.
- 1.3.2 **REPRESENTATIVE FOR THE OWNER:** The *UOG Capital Projects Manager (CPM)* will be the President's representative who is responsible for administering contracts under the immediate direction of the Vice President of Administration and Finance. He is also the authorized representative at the construction site. The CPM is responsible for protecting UOG's interest in the execution of any construction contract work. His duties include surveillance of all construction work to assure compliance with the contract documents, interpretation of the contract documents, approval of changed work, approval of all submittals, samples, shop drawings, etc. He is also responsible for the review and approval of all technical documentation, specifications, and drawings submitted for this project. He will also be the owner's representative providing guidance and recommendations for issues needing the owner's approval.
- 1.3.3 **CONTRACTOR:** The individual, partnership, corporation, or joint venture to whom UOG qualifies and awards the project or work. This is differentiated between the Architect/Engineer and Construction Contractor, whose designations are assigned as A/E and C/C, respectively.
- 1.3.4 **DESIGN-BUILD (DB):** The procurement by the University of Guam, under one contract, with one firm or joint venture (JV) for both design and construction services for a specific project.
- 1.3.5 **DESIGN BUILD CONSTRUCTION SERVICES CONTRACT:** This term, as used herein, refers to the Contract(s) to perform the design and construction of the project. See the CONTRACT DOCUMENTS section of this RFP.

- 1.3.6 **DESIGN – BUILD TEAM:** The DB team includes all J/V partners, consultants and sub-contractors to the one firm. The DB team shall provide Architectural and Engineering disciplines for the preparation of construction documents, and construction contractor capabilities for construction of the project.
- 1.3.7 If the DB Team A/E and contractor are a J/V (not one and the same firm) engineering and other technical consultants shall be subcontractors of the J/V Architect – not the Design-Build construction contractor or sub-contractors. If the DB Team A/E and contractor is one and the same firm (not a J/V) those consultants shall be subcontractors of DB firm not the construction subcontractors.
- 1.3.8 Contractor: This term, as used herein, refers to the contractor under this contract or the DB team.
- 1.3.9 AE: This term, as used herein, refers to the Architects and Engineering firms that are a part of the DB team, also referred to as DB/AE

SECTION 2 RFP SUBMITTAL REQUIREMENTS (*Overview*)

2.0 SUBMITTAL FORMAT REQUIREMENTS

- 2.1 **PROPOSAL STRUCTURE:** The original and copies of the submittal shall be indexed with tabs for each section and shall contain the following:

- 2.1.A **TABLE OF CONTENTS**

- 2.1.B **LETTER OF INTEREST AND STATEMENT OF QUALIFICATION**

- 2.1.C **THE PROPOSAL**

- 1) Specialized Experience and Technical Competence
 - 2) Description of Technical Approach and Management Plans
 - 3) Corporate Capability
 - 4) GSA Standard Procurement Requirements

- 2.2 The Proposal shall address the evaluation criteria and submittal information identified in this RFP's 'Attachment B' and as detailed in the "Submittal Format Requirements (Expanded)" on the next page. The Proposal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package on behalf of the proposed team by the prime Offeror. The University 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.

- 2.3 Transmittal Letter: The proposals shall be transmitted with a cover letter describing the Offeror's interest and commitment to the proposed project. The letter shall state that

the proposals shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person to negotiate a contract with UOG shall sign the cover letter. Address the cover letter as follows:

Dr. Thomas W. Krise, President
University of Guam
UOG Station
Mangilao, Guam 96923

- 2.4 The prime Offeror shall submit one (1) bound original Submittal and five (5) bound copies of each proposal, consisting of technical, contractual, and separate priced sections must be submitted including all addenda, if any. The Submittal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope. Any and all sample documentation (reports of similar jobs, brochures, etc.) that will assist towards offeror evaluation may be furnished with each proposal. The preparation and submission of a proposal will be by and at the expense of the Offeror. Envelopes or packages containing the proposals should be clearly marked, [“Technical Proposal UOG RFP P06-19”](#). Proposals must be printed; CD-ROM submittals will not be accepted.
- 2.5 **PRICED OFFER FOR NEGOTIATION** Based on the budget data provided, time schedule limitations, implementation requirement conditions, and other details; in the *Priced Proposal Offer For Negotiation* shall be submitted in the format described in the expanded *‘Submittal Format Requirements (Expanded)’* below.

SECTION 3 SUBMITTAL FORMAT REQUIREMENTS (*Expanded/Detailed*)

- 3.0 **TABLE OF CONTENTS.** Provide enough detail so that the important elements of your proposal can be located readily or easily.
- 3.1 **LETTER OF INTEREST AND STATEMENT OF QUALIFICATION.** This should be a one (1) or two (2) page summary of your concept of the proposed work, your interest in submitting a proposal, difficulties anticipated in doing the work and the importance of this effort in relation to your overall program. It should provide UOG’s technical reviewers with a perspective in studying the detailed proposal.
- 3.2 **PROPOSAL CONTENTS.** Prepare the technical proposal in conformance with the Technical Evaluation Criteria.
- 3.2.A **SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE:** Submit completed Standard Forms SF 330 for all A/E team members involved.
- 3.2.B **CONSTRUCTION CONTRACTORS.** Corporate Project Experiences. The Offeror shall demonstrate corporate experience with no more than three projects completed within the last five years by a Design Build contract and/or contract similar in size and scope to this project. In describing project design and construction experience, provide the following information (where applicable):

1. Project title, location and brief description including the building use (Educational Facility, etc.) and contracting method (design-build, design-bid-construct, CM at risk etc.),
2. Project owner and name and telephone number of owner's contact person.
3. Project Design Architect and Engineers (consultants if utilized) and name and telephone number of contact person(s). Note each firm and employee also proposed for this solicitation.
4. Project Prime Contractor and Major Subcontractors and name and telephone number of contact person(s). Note each firm and managing persons (project manager/superintendent/foreman as the case may be) also proposed for this solicitation.

3.3 DESCRIBE TECHNICAL APPROACH & MANAGEMENT PLANS Shall Not Exceed ten (10) pages. The Offeror shall demonstrate the following, relevant to the subject procurement.

3.3.A Project Delivery Philosophy includes expectation statements concerning the elements for successful partnering involving Communications, Commitments and Conflict Resolutions. Also propose a *Design Period for Peer Review* (technical/administrative) by Owner.

3.3.B Quality Assurance/Quality Control Plan

3.3.C Project Organizational Chart and Narrative - Include team members submitted under Project Personnel Experience above. Clearly describe the prime responsible firm (or firms if a J/V) and individuals as well as the roles and responsibilities of individuals proposed as consultants and subcontractors. Provide a list of all consultants and all proposed major subcontractors, including telephone number, address, and name of contact.

3.3.D The Offeror shall describe in a written narrative the plan for phasing the work so that the facility remains operational. The narrative will also detail how the contractor intends to prepare the site, disassemble, relocate, reassemble, and reactivate utility services to the facility within any specified time limits.

3.3.E Offeror shall clarify its intended uses of the portions of the site indicated to be available to the contractor elsewhere in this RFP for materials staging, temporary trailer offices, employee parking, and other activities as shown in the design solution material.

3.3.F Coordination of work with UOG to minimize disruption of academic courses and operations.

3.4 SCHEDULE. The progress schedule will be in a time scaled bar graph format. The horizontal axis will be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The vertical axis will show the milestones and major portions of the contract work. All schedule items will show a start date and a completion date. The detailed schedule, will indicate specific tasks with dates for each step of the process including:

- 3.4.A **Design Period:** The design period, sub periods (i.e., first and second reviews, other meetings, internal Quality Assurance /Quality Control plan reviews, etc.).
 - 3.4.B **Construction Period:** Mobilization; Demolition method and sequencing; Excavation; Structure Completion; Exterior finishing; Procurement and installation of equipment; Provisions for overtime or shift work; Timing of replacement or relocation of existing equipment; Site utilities, Tests and final inspection.
 - 3.4.C General Project Delivery Schedule and Narrative - Show relationships between construction document development/completion (including required review activities) and construction activities for (at a minimum, utility relocation, removal, installation, commissioning, testing, turnover, and acceptance.
 - 3.4.D The Offeror shall specify how much allowance has been made for bad weather in the schedule, the days of the week and the hours of construction operations during each phase of the work, and the percentage of contract completion that will be achieved at the end of each month of the contract.
 - 3.4.E Short Schedules - The Offeror will provide a written commitment as to the time frame (number of calendar days after receipt of the notice to proceed) within which the Offeror will guarantee completion. Shorter schedules, if obtainable, may receive more favorable scoring. The offerors time frame will establish the contract completion date and assessment of liquidated damages will be based on that date.
- 3.5 **CORPORATE CAPABILITY.** Capability to perform the following:
- 3.5.A Provide the offeror's total bonding capacity, current available bonding capacity and expected available capacity in the following years.
 - 3.5.B Provide the offeror's current workload and availability of adequate staff listed under Project Personnel Experience to manage the project. Include project schedules for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.
 - 3.5.C GSA Standard Procurement Requirements
 - 3.5.D You are advised that the **Affidavit of Disclosure of Major Shareholders** document should be completed and must accompany all proposals when submitted to UOG. Failure to provide the Affidavit or any other required information called for in this specification will place an Offeror's submittal in jeopardy of disqualification.
 - 3.5.E All applicable and current licenses shall be provided in the submittal: Business Licenses, Contractor Licenses, Professional Engineering Licenses, Certificate of Authorization from the Guam PEALS Board (where applicable), and Tax Clearance Letters for all business and professional entities who are members of the Joint Venture submitting the Proposal Offer.
- 3.6 **PROPOSAL PRICED OFFER FOR NEGOTIATION.** Offerors are required to place the Proposal Priced Offer in a separate sealed envelope from the Proposal itself. The Proposal Priced Offers will not be opened until the technical proposals have been evaluated,

ranked, and the most responsive offeror has been notified. Only one and from the best qualified and most responsive Offeror's priced proposal shall be opened. All other priced proposals shall be kept at UOG's Procurement Office vault and shall remain unopened. The Proposal Priced Offers may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

- 3.6.A Discounts for prompt payment are not considered in determining the most qualified offeror, but UOG should be made aware of any prompt payment discount terms offered. Prompt payment discounts may only be taken if payment is made within a specified time.
- 3.6.B It is important to itemize all costs by item types that are inclusive of any related shipping cost or installation cost dividable by its qualities.
- 3.6.C The *Proposal Priced Offer* Format should be in categories as listed below. It is not exhaustive, and the specific / additional descriptions of the categories are left to the offeror to provide in detail.

Architectural & Engineering Services:

Direct Costs

Total number of hours at various hourly rates Direct Expenses

Indirect Costs Supplies Overhead Profit

List any applicable Prompt Payment Discount Terms.

Construction Services (Contractors):

The Proposal Priced Offer must provide sufficient detail and supporting documentation such that it can be used as a basis for negotiations to reach an equitable agreement for the total proposal amount. The Proposal Priced Offer shall include the following elements, as appropriate, considering the scope of work:

Cost breakdown by division of work (Construction Specification Institute [CSI] format – 1 through 16). Cost breakdown by labor, material, equipment and lower-tier SUBCONTRACTOR.

Labor (including description, labor rates, quantities, production rates and work hours and any necessary labor markups).

Material (including description, quantities and unit rates for both permanent and expendable materials).

Equipment (including description, quantity, unit rates and duration for owned or rented equipment).

Lower-tier Subcontractor's proposal(s) shall include a breakdown by labor, material and equipment with sufficient detail to support the breakdown. Proposal must clearly indicate scope of the lower-tier's work.

SUBCONTRACTOR shall ensure the accuracy of lower-tier Subcontractor's proposal(s) prior to submission to CONTRACTOR.

SECTION 4 TECHNICAL EVALUATION CRITERIA

4.0 DEFINITIONS

Your technical proposal should be as specific and complete as possible. The technical merits of each proposal will be carefully evaluated in terms of the requirements and in relation to the criteria, which are provided in this section. You are advised that primary consideration will be given to technical factors, rather than cost or price. It is pointed out, however, that should technical competence between Offerors be considered approximately the same, then cost or price may become a determining selection criterion. Failure to provide any information called for within this specification will place an Offeror's submittal in jeopardy of disqualification.

All submittals will be evaluated by an Evaluation and Selection Panel ("Panel"), which will be responsible for ranking of the Offerors. The Panel shall be selected by the UOG President in preparation for the RFP evaluation. The criteria outlined below will be used in evaluating the submittals and determining the most qualified Offeror. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate relative weight or importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored Offeror 1st, the second-highest scored 2nd, etc. This ranking will then be totaled. From the ranking, the Panel intends to select the most qualified Offeror and begin negotiations.

The Panel may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have maximum of 10 points. The number of Offerors to participate in interviews, if any, will be determined by the Panel based on the recommendation of the Panel. The Panel will notify the finalists, in writing, of the criteria to be used for the interview. The interview process may not include an Offeror presentation and the Offerors will not be given questions to prepare for in advance of the interview. Interviews will only be held if the Offeror teams are closely ranked.

4.1 AWARD RANKING CRITERIA

The Contract(s) will be awarded with reasonable promptness by written notice to the most responsive and responsible Offeror(s) who meets the requirements and criteria set forth in this RFP. UOG reserves the sole right to determine the acceptability and ranking of proposals in any respect to meet UOG's needs with or without out numeric ranking in any of the qualifying evaluation factors. In the evaluation process, UOG will be considering the following factors:

4.1.A Specialized Experience and Technical Competence: 60 Points (Total)

The Panel will evaluate the experience, technical competence and qualifications of the key personnel proposed for this project, their project specific roles and responsibilities and overall organization of the project team. For the purposes of this contract, key

personnel shall include the project manager, project engineers (by discipline), and other staff expected to perform essential work. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.

4.1.A.1 Corporate Project Experience. The Offeror shall demonstrate corporate experience with no more than three projects completed within the last five years by a Design Build contract and/or contract similar in size and scope to this project. Scoring will be more favorable if both criteria are met. Preferred experience levels are as follows:

- Project Management / Project Managers (PM): Proposed PMs shall be experienced PROFESSIONAL ENGINEERS with experience in the following areas **(20 points)**.
- The level of experience of the proposed Project Manager shall be evaluated to determine their expertise and experience in managing numerous projects. Preference shall be given to a proposed Project Manager that has experience as Project Manager managing design-build construction contracts with estimated construction costs of at least ten million dollars (\$10,000,000). The projects must demonstrate that the proposed Project Manager was responsible for managing the design services contract, including but not limited to: providing excellent management skills in dealing with contract issues; maintaining overall design budget and invoicing; managing task budgets, sub-consultants' budgets and changes to scope; monitoring and reporting on budget and schedule; managing and coordinating numerous sub-consultants; communicating and coordinating project activities between and among the Owner, consultant team, and numerous stakeholders; coordinating the quality and integration of timely design deliverables; managing the quality control for project deliverables and ensuring superior quality in the deliverables; and being the primary point of contact and communication between the Consultant's team and Owner.

4.1.A.2 Project Design Engineers (PDE): Proposed PDEs shall be experienced PROFESSIONAL ENGINEERS with experience in the following areas **(20 points)**

- Experienced in developing engineering studies, evaluations, technical memos, reports and recommendations
- Familiar with design standards and practices for all aspects of engineering in their respective disciplines
- Experienced in analysis of results, including input to models, final outputs and analysis of model results
- Experienced in developing plans, specifications and estimates at design phases 30%, 60%, 90% and final submittals
- Experienced in Quality Assurance/Quality Control ("QA/QC") and Value Engineering

4.1.A.3 Project Examples (Subject to verification by evaluation committee): The Panel will evaluate the project examples provided by each Offeror to determine the

proposed team's experience with projects involving the specialized experience and technical expertise described under the previous criterion, including the amount of direct involvement on the part of the key personnel proposed for this contract. Preference in scoring will be given to examples of projects and to examples that demonstrate the Offeror's ability to deliver successful projects in an environment working within educational institutions and the complexities of university facilities. Offeror shall submit no less than three (3) and no more than five (5) project examples. **(20 points)**

4.1.B.0 **Offeror's Description of Technical Approach and Management Plan: (30 Points Total)**

4.1.B.1 Quality of Technical Approach proposed for completion of work statement and objective **(15 points)**.

- New ideas presented by the Offeror in proposal.
- Ability to demonstrate innovative techniques to develop data in areas where such data are scarce
- Demonstrated interest of the Offeror in the success, efficiency, and workability of facilities during project implementation and after they are placed in operation.

4.1.B.2 Project Planning and Scheduling **(15 points)**

- Submittals meet and conform to the announced requirements of UOG in all material respects, including delivery schedules.
- Past performance in keeping costs within project budgets and design estimates

Corporate Capability: (10 points)

4.1.C.1 Offeror must demonstrate the availability of necessary financing, equipment, facilities, expertise, personnel and experience by providing satisfactory evidence of organization, capital, equipment, and machinery available for use on this Contract to complete the work to the satisfaction of UOG within the time limit stated on the proposal. Capable of a \$ 8,500,000 Guaranteed Maximum Price for the Guam Cultural Repository.

4.1.C.2 The Offeror shall have the capability to provide all drawings in both electronic and hard copy formats. All electronic CAD files shall be prepared in AutoCAD R2014 or a later release. Documentation prepared by the engineers under these contracts may be used for other Design/Bid/Build or Design/Build acquisition strategies.

4.1.D **Interviews (When determined to be necessary.): (Additional 10 points.)**

4.1.D.1 The Panel may only conduct interviews if two or more Offerors are determined to be similar or identical in ranking. When the Panel determines that interviews are necessary, the interviews will be conducted with the involved Offerors.

- 4.1.D.2 Offerors will be notified in writing of the request and provided the date, place and time of the interview. The interview process will not include any Offeror presentation and no questions will be given in advance to prepare for the interview. The Panel may choose to use different criteria for the interview, in which case the Offerors will be so notified in writing.
- 4.1.D.3 Failure to participate in the interview process shall result in an Offeror's disqualification from further consideration.
- 4.1.D.4 Evaluation Factors and Criteria:
- A. *Specialized Experience and Technical Competence (60 Points):*
 - Project Manager
 - Project Design Engineers
 - Project Examples
 - B. *Description of Technical Approach & Management Plan (30 Points):*
 - Quality of Technical Approach
 - Project Planning and Scheduling
 - C. *Corporate Capability (10 Points)*
 - All combined corporate capability
 - D. *Interview Process (Additional 10 Points)*

TOTAL POSSIBLE = 110

SECTION 5 PARTICIPATION IN THE RFP SOLICITATION PROCESS

5.0 PREPARATION AND SUBMISSION OF PROPOSALS

All submittals must strictly conform to the Request for Proposal and any addenda. The Offeror is responsible to read, understand, and comply with the terms and conditions set forth within this RFP. If the offeror takes exception to any part of this RFP, they must correspond with UOG's Supply Management Administrator stating their case within ten (10) working days prior to the RFP's closing date. Proposals may be disqualified if Offeror's terms and conditions conflict with UOG's terms and conditions. All Proposals shall remain the property of UOG.

Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. UOG may make a final determination as to whether a proposal is acceptable or unacceptable solely based on the proposal as submitted and proceed with proposal evaluation without requesting further information from any Offerors. If UOG deems it otherwise desirable and in its best interest, UOG may, in its sole discretion, request from Offerors additional information clarifying or supplementing, but not basically changing any proposal as submitted. Additional information requested may be over the telephone or in individual meetings with selected Offerors to clarify and discuss their proposals. Failure by an Offeror to attend such requested meeting(s) shall be a cause of disqualification. All clarifications shall be documented by Offerors as addendum to the submittals.

5.1 RFP FORMS (STANDARD FORMS 330)

OFFEROR will submit his proposal on the required forms. The blank space must be filled in correctly for each line item, and for every RFP item for which quantity is required, including the quantity of zero. In the Priced Proposal, the OFFEROR must state the price, written in ink, for which he proposes to do each item of work called for. All papers bound with or attached to the proposal form are necessary parts thereof and must not be detached.

5.1.1 Examination of Work Site and RFP Documents: A pre-proposal site inspection will be conducted for all interested Offerors. Each Offeror will be given the opportunity to examine the Work Site to familiarize himself of all conditions and requirements for the execution of the proposed work. Ignorance on the part of OFFEROR of any part of the Request for Proposal will in no way relieve him of the obligations and responsibilities assumed under the Contract.

5.1.2 Interpretation of the Approximate Quantities: Offeror's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Contract as shown on Section I – General Requirements or elsewhere, is approximate only and not guaranteed. OWNER does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall OFFEROR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

5.1.3 Familiarity with Laws: OFFEROR is assumed to be familiar with Federal and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of OFFEROR will in no way relieve him from responsibility.

5.2 CLARIFICATION OF REQUEST FOR PROPOSAL.

Each Offeror must carefully examine the Request for Proposal and all addenda. If any Offeror (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the Request for Proposal, or (c) has any question regarding the Request for Proposal, the Offeror must promptly notify UOG in writing no later than ten (10) working days prior to the closing date of this RFP:

Ms. Emily Gumataotao, Supply Management Administrator
Phone: 735 – 2925, Fax: 734 – 3118
Email: eggumataotao@triton.uog.edu

Mr. Sonny P. Perez, PE; Capital Projects Manager
Phone: 735 – 2372, Fax: 734 – 6476
Email: sonnypz@triton.uog.edu

Replies to such notices may be made in the form of addenda, which will be issued simultaneously in writing to Offerors. UOG further reserves the right to respond

to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

5.3 ALTERNATE PROPOSALS AND RFP INCONSISTENCIES.

UOG reserves the right to withhold its approval of any or all alternates proposed by Offerors and to deny any or all requests for such approvals.

Any provisions in the Offeror's proposal which are inconsistent with the provisions of this Request for Proposal, unless expressly described as being exceptions or alternates are deemed waived by the Offerors. In the event the Contract is awarded to Offerors, any claim of inconsistency between the proposal and these RFP documents will be resolved in favor of these RFP documents unless otherwise agreed to in writing by UOG.

5.4 MODIFICATIONS OR WITHDRAWALS OF PROPOSALS.

UOG may modify any provision of the Request for Proposal at any time prior to the time specified for the submission of proposals. Such modifications may be made in the form of addenda, which will be issued simultaneously in writing to all Offerors.

Modification or Withdrawal of Proposals: Proposals may be modified or withdrawn by written notice received in the Procurement Office of UOG prior to the time and date set for the opening of proposals or submittals. There shall be no modifications or withdrawals after the opening date. Any proposals or submittals received after the time and date set for receipt of proposals or submittals is late. Any withdrawal or modification of a proposal or submittal received after the time and date set for opening is late. No late modification or withdrawal will be considered unless received before the date of opening.

ADDENDA: Any amendment, modification or addenda issued by OWNER, prior to the opening of the RFP(s), for the purpose of changing the intent of the plans and Technical Specifications, clarifying the meaning of same, or changing any of the provisions of this RFP, shall be binding to the same extent as if written in the Specifications. Any addenda issued will be faxed to all OFFERORS. OFFEROR shall acknowledge receipt of same by his signature on one copy which is to be returned to OWNER. The other copy shall accompany the proposal or submittal. Acknowledgment may also be made in writing.

5.5 AWARD OR REJECTION OF PROPOSALS.

Proposals will be opened privately. Time for Acceptance: All submittals shall be valid for 60 days from date of RFP opening. Cancellation of Solicitation; UOG reserves the right to cancel or to withdraw this RFP, to delay determination on this RFP, or to reject all submittals or any individual submittal in part at any time prior to the final award. In case of cancellation or rejection, all bonds (if any required) will be concurrently returned. The reasons for the cancellation, delay or rejection will be made a part of the project file and shall be available for public inspection.

When a solicitation is cancelled or rejected prior to final award, notice of cancellation or rejection shall be sent to all OFFERORS and all Performance Bonds (See Section 4.10) shall be returned.

Disqualification of OFFEROR: More than one proposal or submittal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that an OFFEROR is interested in more than one project for the same work will cause the rejection of all proposals or submittals in which such OFFERORS are believed to be interested. Any or all proposals or submittals will be rejected if there is reason to believe that collusion exists among OFFERORS and no participants in such collusion will be considered in future projects for the same work. Proposals or submittals in which the prices obviously are unbalanced will be rejected.

5.5.1 Acceptance of Proposal contents: The contents of the Proposal of the successful firm may become contractual obligations if a contract ensues. Failure of the successful firm to accept these obligations may result in a disqualification of the Proposal. Escalator Clauses:

- A. Any Priced Proposal which is submitted subject to an open or unlimited escalator clause will be rejected.
- B. Priced Proposals without escalator clauses are desired, and the absence of such clauses will be a factor in the evaluation.
- C. Where a Priced Proposal contains a fixed limit of escalation, such Proposal will be evaluated based on the sum of the base Proposal plus the maximum escalation.

5.6 EXECUTION OF THE CONTRACT.

The Offeror to whom the Contract is awarded shall deliver to UOG all signed contract documents prior to performing any services on UOG's premises. A contract will be issued to the most qualified, responsible and responsive Offeror indicating commencement of the project.

Award of Contracts: The award of the Contracts, if they are awarded, will be to the most qualified, responsible and responsive OFFEROR. In no case will the award be made until all necessary investigations have been made into the responsibility of the OFFEROR, and OWNER satisfied that the OFFEROR is qualified to do the work and have the necessary organization, capital, and equipment to carry out the provisions of the Contract to the satisfaction of OWNER.

Execution of Contract: The individual, firm or corporation to which this Contract has been awarded shall sign the necessary agreement entering into Contract with OWNER and return them to OWNER within two (2) days. The Contractor will carry out this assignment under the direction and control of the President of the University of Guam or his designee(s).

Completion Date: OFFEROR shall realize that satisfactory completion of this work within the period shown on the Contract form is a critical requirement. Failure to do so may cause the imposition of liquidated damages as specified therein.

Failure to Execute Contract: Failure on the part of OFFEROR to execute the Contract as required will be just cause for the annulment of the award. The award may then be made

to the next most qualified, responsible and responsive OFFEROR or re-advertised, as OWNER may elect.

5.7 LIMITATIONS.

This RFP does not commit UOG to award a contract, to pay any costs incurred in the preparation of an offer under this request, or to procure a contract for services. UOG reserves the right to reject any and all proposals received under this request, to negotiate with all qualified sources, or to cancel the whole or any part of this RFP at any time.

5.8 SIGNATURE.

The proposals shall be signed by an official authorized to contractually bind the Offeror. The proposal shall also provide the following information:

- Name, Title, Address, Telephone and Facsimile Numbers of the individual(s) with authority to negotiate and contractually bind the Offeror and who may be contacted during the period of proposal evaluation and contract negotiation. For this RFP, the proposal must remain valid for at least 90 days.
- Signature on Proposal: OFFEROR must sign his proposal correctly. If the proposal is made by an individual, firm or partnership, or a corporation, the person signing the proposal shall show the name and respective business address.

5.9 TERM.

The term of this contract will expire upon completion of the services. The contract may be terminated by UOG at any time within 30 days upon written notification from UOG of the intent to terminate.

5.10 BID AND PERFORMANCE BOND.

There is no bonding requirement for professional A/E services. However, there is a 100% Performance & Payment Bond requirement, which must be submitted when the Construction Contractor (C/C) receives the formal Notice to Proceed (NTP) to begin installation activities. The C/C shall submit the performance bond within fourteen (14) days after award notification. If the C/C is unable to do so, UOG may then terminate all negotiations with current C/C and then proceed to a bid advertisement for another qualified construction contractor.

Bond Required: Good and sufficient bonds, in the penal sum of 100% of the estimated amount of the Contract, with a surety company satisfactory to OWNER, will be required from the Construction Contractors (C/C) guaranteeing that the Contract will be faithfully performed; that C/C will save OWNER harmless on account of all claims for damages to persons, property or premises arising out of his operations prior to the acceptance of the finished work; and that he will promptly make payment to all persons supplying him labor, materials, supplies and services used directly or indirectly by the C/C in the prosecution of the work provided for in the Contract. In the event the surety company becomes unsatisfactory to OWNER, it may, in its discretion, require from the C/C an additional or new bond in the same or lesser penal sum, satisfactory to it, and to be conditioned as above required. Upon failure to furnish such additional or new bond within fourteen (14) days from the date of written notice to do so, all payments under this Contract will be withheld until such additional bond is furnished.

5.11 INVOICING AND PAYMENT TERMS & CONDITIONS.

All Invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by UOG Project Manager (i.e., Capital Projects Manager) prior to invoice submittal for charges. All invoices will be paid NET 30 Days from date invoice is received at the UOG Business Office from the UOG Project Manager or CPFO. All invoices will be subject to a ten percent (10%) retention. The retention will be paid 60 days after the completion of the contract.

5.12 TAXES.

Offerors are cautioned that they are subject to all relevant Guam taxes. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

5.13 INSURANCE.

Indemnity and Hold Harmless Agreement: Contractor shall protect, defend, and hold Owner, its Directors, Officers, agents, and employees, harmless from any and all liabilities, losses, claims, judgments, fines or demands, including reasonable attorney's fees, arising out of any act or omission of the Contractor, its Directors, Officers, agents, employees, subcontractors, licensees, or invitees arising out of the performance of the Agreement, except for liabilities, losses, claims, judgments, fines or demands resulting solely from the sole negligence of the Owner.

5.13.A Contractor Provided Insurance: The Contractor and subcontractors of all tiers shall procure and maintain the following types and amounts of insurance during the entire term of this Agreement.

- **General Liability Insurance:** Commercial General Liability insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations and, Broad Form Property Damage. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$2,000,000 annual aggregate. Deductibles, if any, shall be approved by the University. The University of Guam, its Directors, Officers, agents, and employees shall be named as additional insured with respect to any claims arising out of the Project.
- **Professional Liability Insurance:** Professional Liability Insurance in an amount not less than \$3,000,000 combined single limit of liability per incident. Deductibles, if any, shall be approved by the University. Coverage shall be extended for three years following issuance of Notice of Completion. The policy shall contain an endorsement stating it provides coverage exclusively for the stated jobs only, and the University of Guam, its Directors, Officers, agents, and employees shall be named as additional insured with respect to any claims arising out of the Project.
- **Automobile Liability:** Commercial Auto Liability insurance for all owned and non-owned vehicles used in connection with the Projects in an amount not less than \$1,000,000 combined single limit of liability. Deductibles if any shall be approved by the Owner. The University of Guam, its Directors, Officers,

agents, and employees shall be named as additional insured with respect to any claims arising out of the Project.

- **Workers Compensation:** Statutory Workers' Compensation and Employers Liability insurance.
- **Cancellation:** All policies shall contain an endorsement requiring insurers to provide the Owner with sixty (60) days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.
- **Carriers:** All policies shall be provided by insurance carriers licensed to conduct business on Guam and having a rating of B or higher by the A. M. Best Company.
- **Certificates:** Contractor shall provide evidence of the required insurance on standard Accord forms or equivalent.
- **Exceptions:** Exceptions to any of the above requirements may be made only by written authorization of the Owner.

EXHIBIT A

PROJECT DESCRIPTION FOR DESIGN-BUILD CONSTRUCTION SERVICES CONTRACT

The University of Guam, located in the village of Mangilao, has approximately \$132 million in physical assets (*estimated in 'Insurance Replacement Value'*) for 696,000 Gross Square Footage in assignable & non-assignable space.

The University operates academic, administrative, athletic, agricultural and residential facilities. The University is in the process of constructing a fully functional cultural repository that meets current and reasonable future needs, National Standards, Certification Requirements, Reliability, and the Operational Needs of the Guam Cultural Laws and Regulations. The University requires short-to-medium-term assistance in outsourced Project and Construction Management Services. The University seeks to establish a list of qualified professionals capable of performing project and construction management and then down select and award a single Cultural Repository Project and Construction Management Contract. Assistance will be provided to the University's Chief Plant and Facilities Officer (CPFO), who is responsible for the University's infrastructure and major projects.

Recent interviews and site tours of the Government of Guam repository and previous reports indicate that Government of Guam does not possess the means nor the resources necessary for adequately accommodating current and anticipated archaeological objects projected for discovery during current and future projects related to military construction activities.

In addition to capacity issues, items related to proper curatorial practices, curatorial quality storage furniture, and environmental controls also define the need for a dedicated certified cultural repository capable of housing, preserving, and maintaining the discovered objects in a manner that is consistent with the requirements of 36 CFR part 79, which mandates the curation of federally owned and administered collections.

A cultural repository constructed and managed in a way that provides adequate and reliable space for curatorial services for all the items of cultural and historical significance to the people of Guam should be provided. All objects that have been recovered and will continue to be recovered during activities directly related to development and redevelopment efforts to accommodate the military build-up should be planned for and accommodated within the new repository.

The project site is located on a densely vegetated, undeveloped lot on the west edge of the University of Guam's campus. The vegetation was recently cleared to enable survey field work and geotechnical field investigations.

The University seeks to enter into a '*single contract*' with a firm or joint venture team that can provide '*Design-Build Construction Services*'. The team must be able to implement the project like a *turn-key* project; handling all the necessary design,

engineering, and construction services necessary to complete the project. The team is also expected to be responsible for its own construction oversight and management; and to turn over the site as a completed project.

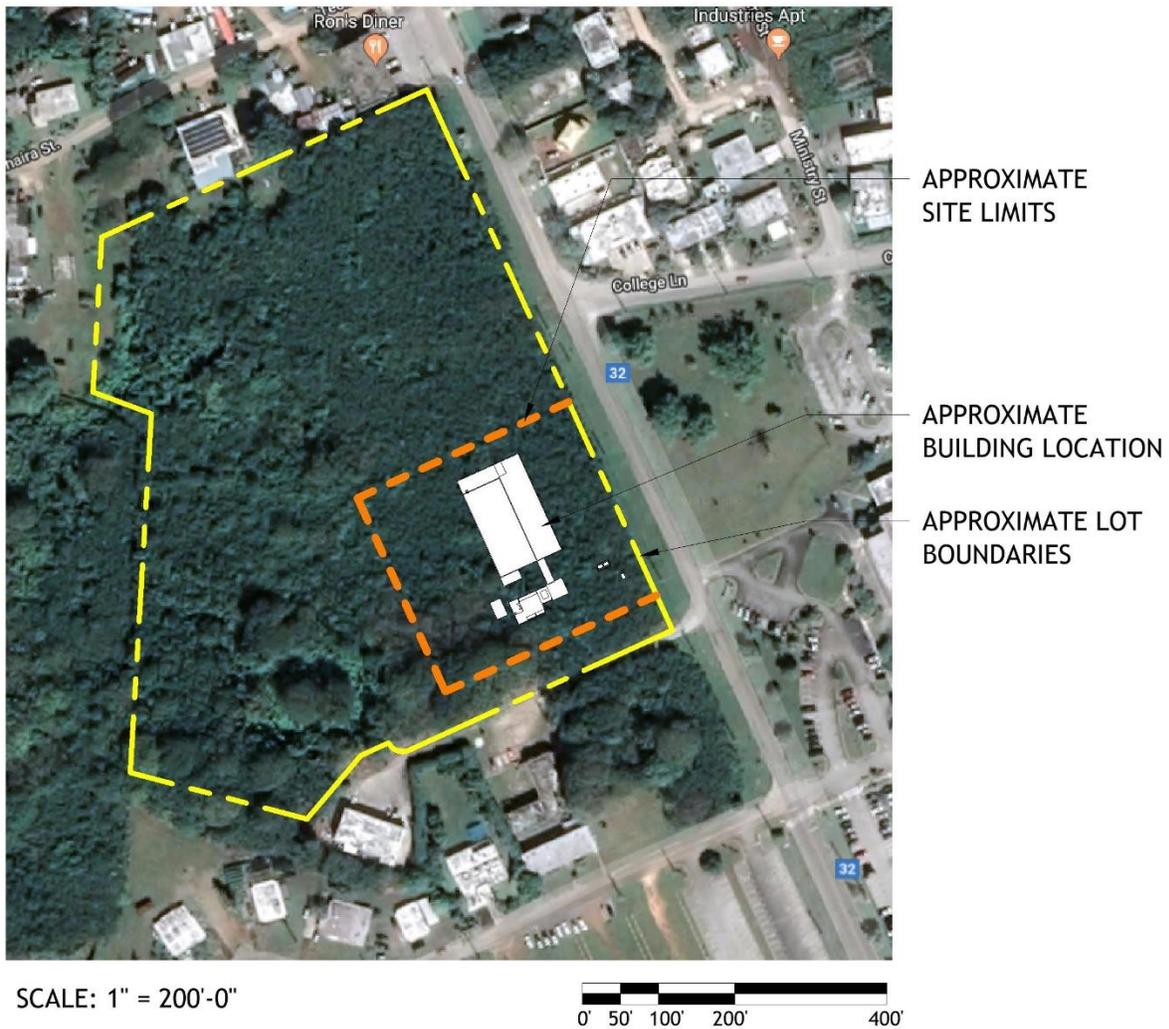
Prior to any contract award, the RFP awardee must be able to present and submit their 100% *Performance Bond* and the 100% *Labor & Materials Payment Bond* before signing the contract. If the highest ranked/rated awardee fails to satisfy this requirement after 30 calendar days from receiving their notice of potential award; the University will start negotiating with the next ranked and rated awardee. The contract terms include a retention withholding clause that requires a 10% retention on each and every invoice earned until completion. After 60 calendar days from the completion of the project, the Contractor shall request in writing for the release of their retention funds after the warranty period.

Note that all interested Proposers must have the engineering and construction resources available to accomplish the project on time.

Step 1: The RFP proposals received will be evaluated on the basis of the team's ability and resources (architects, engineers, construction managers, and construction workers) to establish a ranking list of potential awardees.

Step 2: The University will open the sealed priced proposal from the highest rated & ranked potential awardee only. A contract value negotiations meeting will be scheduled; and a contract awarded if the price is within the University's budget. If a contract value within UOG's budget cannot be negotiated and finalized -- then the University reserves the rights to start negotiating with the next highest rated & ranked proposal. All expenses must be included in the final contract value. The University of Guam will not award separate contracts for '*Architectural & Engineering Services*' and the '*Construction Contractor.*' More project information is provided in other sections of this RFP.

Figure 1: Location Map for Cultural Repository Center



Required Procurement Forms:

Affidavit Disclosing Ownership

Affidavit of Non-Collusion

Affidavit of No Gratuities, Kickbacks, and/or Favors

Affidavit of Ethical Standards

Declaration of Compliance with US DOL Wage Determinations

Affidavit of Contingent Fees

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: RFP P06-19

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the 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 may be applicable to the procurement referenced herein;

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

Signature

Attachment to AG Procurement Form 006

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION | WASHINGTON D.C.
20210|

Wage Determination No.: 2015-5694

Daniel W. Simms Division of | Revision No.: 10

Director Wage Determinations| Date Of Last Revision: 09/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	13.57	
01012 - Accounting Clerk II	15.23	
01013 - Accounting Clerk III	17.04	
01020 - Administrative Assistant	19.48	
01035 - Court Reporter	17.40	
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I	12.15	
01052 - Data Entry Operator II	13.25	
01060 - Dispatcher Motor Vehicle	14.37	
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I	10.35	
01112 - General Clerk II	11.29	

01113 - General Clerk III	12.68
01120 - Housing Referral Assistant	19.39
01141 - Messenger Courier	11.37
01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.95
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	21.78
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	19.48
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	11.44
05400 - Transmission Repair Specialist	13.61
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	11.45
07042 - Cook II	13.33

07070 - Dishwasher	9.12
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.40
09040 - Furniture Handler	9.95
09080 - Furniture Refinisher	16.40
09090 - Furniture Refinisher Helper	12.06
09110 - Furniture Repairer Minor	14.27
09130 - Upholsterer	16.40
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.29
11090 - Gardener	12.90
11122 - Housekeeping Aide	9.29
11150 - Janitor	9.29
11210 - Laborer Grounds Maintenance	9.74
11240 - Maid or Houseman	9.22
11260 - Pruner	8.72
11270 - Tractor Operator	11.80
11330 - Trail Maintenance Worker	9.74
11360 - Window Cleaner	10.37
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.10
12035 - Electroneurodiagnostic Technologist	25.10
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43

12223 - Nursing Assistant III	13.54	
12224 - Nursing Assistant IV	15.22	
12235 - Optical Dispenser	17.77	
12236 - Optical Technician	15.88	
12250 - Pharmacy Technician	15.49	
12280 - Phlebotomist	15.22	
12305 - Radiologic Technologist	22.69	
12311 - Registered Nurse I	22.53	
12312 - Registered Nurse II	27.56	
12313 - Registered Nurse II Specialist	27.56	
12314 - Registered Nurse III	33.34	
12315 - Registered Nurse III Anesthetist	33.34	
12316 - Registered Nurse IV	39.96	
12317 - Scheduler (Drug and Alcohol Testing)		22.01
12320 - Substance Abuse Treatment Counselor		22.01
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	19.45	
13012 - Exhibits Specialist II	24.09	
13013 - Exhibits Specialist III	29.47	
13041 - Illustrator I	19.45	
13042 - Illustrator II	24.09	
13043 - Illustrator III	29.47	
13047 - Librarian	26.68	
13050 - Library Aide/Clerk	15.48	
13054 - Library Information Technology Systems Administrator		24.09
13058 - Library Technician	16.64	
13061 - Media Specialist I	17.38	
13062 - Media Specialist II	19.45	
13063 - Media Specialist III	21.67	
13071 - Photographer I	17.38	
13072 - Photographer II	19.45	
13073 - Photographer III	24.09	
13074 - Photographer IV	29.47	
13075 - Photographer V	35.65	
13090 - Technical Order Library Clerk		18.74
13110 - Video Teleconference Technician		17.38
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.71	
14042 - Computer Operator II	17.22	
14043 - Computer Operator III	19.19	
14044 - Computer Operator IV	21.33	
14045 - Computer Operator V	23.62	
14071 - Computer Programmer I	(see 1)	15.73

14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		27.61
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop		34.91
15086 - Maintenance Test Pilot Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		9.78
16030 - Counter Attendant		9.78
16040 - Dry Cleaner		11.30
16070 - Finisher Flatwork Machine		9.78
16090 - Presser Hand		9.78
16110 - Presser Machine Drycleaning		9.78
16130 - Presser Machine Shirts		9.78
16160 - Presser Machine Wearing Apparel Laundry		9.78
16190 - Sewing Machine Operator		11.94
16220 - Tailor		12.44
16250 - Washer Machine		10.24
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.40
19040 - Tool And Die Maker		20.61
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.96
21030 - Material Coordinator		21.78
21040 - Material Expediter		21.78
21050 - Material Handling Laborer		11.37

21071 - Order Filler	9.66	
21080 - Production Line Worker (Food Processing)		13.96
21110 - Shipping Packer	14.47	
21130 - Shipping/Receiving Clerk	14.47	
21140 - Store Worker I	14.48	
21150 - Stock Clerk	20.34	
21210 - Tools And Parts Attendant	13.96	
21410 - Warehouse Specialist	13.96	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	20.69	
23019 - Aircraft Logs and Records Technician	16.09	
23021 - Aircraft Mechanic I	19.70	
23022 - Aircraft Mechanic II	20.69	
23023 - Aircraft Mechanic III	21.74	
23040 - Aircraft Mechanic Helper	13.70	
23050 - Aircraft Painter	18.50	
23060 - Aircraft Servicer	16.09	
23070 - Aircraft Survival Flight Equipment Technician		18.50
23080 - Aircraft Worker	17.38	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		19.70
23110 - Appliance Mechanic	16.40	
23120 - Bicycle Repairer	13.17	
23125 - Cable Splicer	19.59	
23130 - Carpenter Maintenance	15.10	
23140 - Carpet Layer	15.33	
23160 - Electrician Maintenance	18.05	
23181 - Electronics Technician Maintenance I		15.33
23182 - Electronics Technician Maintenance II		16.40
23183 - Electronics Technician Maintenance III		18.31
23260 - Fabric Worker	14.27	
23290 - Fire Alarm System Mechanic	15.43	
23310 - Fire Extinguisher Repairer	13.17	
23311 - Fuel Distribution System Mechanic	17.46	
23312 - Fuel Distribution System Operator	13.17	
23370 - General Maintenance Worker	11.96	
23380 - Ground Support Equipment Mechanic		19.70
23381 - Ground Support Equipment Servicer		16.09
23382 - Ground Support Equipment Worker		17.38
23391 - Gunsmith I	13.17	
23392 - Gunsmith II	15.33	
23393 - Gunsmith III	17.46	

23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	17.64
23440 - Heavy Equipment Operator	16.26
23460 - Instrument Mechanic	17.46
23465 - Laboratory/Shelter Mechanic	16.40
23470 - Laborer	11.37
23510 - Locksmith	16.40
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	17.46
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	17.46
23592 - Metrology Technician II	18.56
23593 - Metrology Technician III	19.66
23640 - Millwright	17.46
23710 - Office Appliance Repairer	16.40
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	17.64
23810 - Plumber Maintenance	16.57
23820 - Pneudraulic Systems Mechanic	17.46
23850 - Rigger	17.46
23870 - Scale Mechanic	15.33
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	15.33
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.92
23965 - Well Driller	17.46
23970 - Woodcraft Worker	17.46
23980 - Woodworker	13.17
24000 - Personal Needs Occupations	
24550 - Case Manager	14.54
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.56
24620 - Family Readiness And Support Services Coordinator	14.54
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.46
25040 - Sewage Plant Operator	19.63

25070 - Stationary Engineer	17.46	
25190 - Ventilation Equipment Tender	12.06	
25210 - Water Treatment Plant Operator	19.63	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	10.90	
27007 - Baggage Inspector	9.40	
27008 - Corrections Officer	12.05	
27010 - Court Security Officer	12.05	
27030 - Detection Dog Handler	10.90	
27040 - Detention Officer	12.05	
27070 - Firefighter	12.05	
27101 - Guard I	9.40	
27102 - Guard II	10.90	
27131 - Police Officer I	12.05	
27132 - Police Officer II	13.40	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	12.79	
28042 - Carnival Equipment Repairer	13.97	
28043 - Carnival Worker	9.45	
28210 - Gate Attendant/Gate Tender	13.18	
28310 - Lifeguard	11.01	
28350 - Park Attendant (Aide)	14.74	
28510 - Recreation Aide/Health Facility Attendant	11.84	
28515 - Recreation Specialist	18.26	
28630 - Sports Official	11.74	
28690 - Swimming Pool Operator	17.71	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	21.47	
29020 - Hatch Tender	21.47	
29030 - Line Handler	21.47	
29041 - Stevedore I	19.98	
29042 - Stevedore II	22.96	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78	
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74	
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45	
30021 - Archeological Technician I	17.49	
30022 - Archeological Technician II	19.56	
30023 - Archeological Technician III	24.21	
30030 - Cartographic Technician	23.18	
30040 - Civil Engineering Technician	23.08	
30051 - Cryogenic Technician I	25.57	
30052 - Cryogenic Technician II	28.24	
30061 - Drafter/CAD Operator I	17.49	

30062 - Drafter/CAD Operator II	19.56	
30063 - Drafter/CAD Operator III	20.77	
30064 - Drafter/CAD Operator IV	25.57	
30081 - Engineering Technician I	14.84	
30082 - Engineering Technician II	16.66	
30083 - Engineering Technician III	18.64	
30084 - Engineering Technician IV	23.08	
30085 - Engineering Technician V	28.24	
30086 - Engineering Technician VI	34.16	
30090 - Environmental Technician	23.08	
30095 - Evidence Control Specialist	23.08	
30210 - Laboratory Technician	20.77	
30221 - Latent Fingerprint Technician I	25.57	
30222 - Latent Fingerprint Technician II	28.24	
30240 - Mathematical Technician	23.34	
30361 - Paralegal/Legal Assistant I	19.44	
30362 - Paralegal/Legal Assistant II	23.68	
30363 - Paralegal/Legal Assistant III	28.99	
30364 - Paralegal/Legal Assistant IV	33.88	
30375 - Petroleum Supply Specialist	28.24	
30390 - Photo-Optics Technician	21.93	
30395 - Radiation Control Technician	28.24	
30461 - Technical Writer I	23.08	
30462 - Technical Writer II	28.24	
30463 - Technical Writer III	34.16	
30491 - Unexploded Ordnance (UXO) Technician I		24.65
30492 - Unexploded Ordnance (UXO) Technician II		29.82
30493 - Unexploded Ordnance (UXO) Technician III		35.74
30494 - Unexploded (UXO) Safety Escort		24.65
30495 - Unexploded (UXO) Sweep Personnel		24.65
30501 - Weather Forecaster I	25.57	
30502 - Weather Forecaster II	31.09	
30620 - Weather Observer Combined Upper Air Or	(see 2)	20.77
Surface Programs		
30621 - Weather Observer Senior	(see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	29.82	
31020 - Bus Aide	8.15	
31030 - Bus Driver	9.69	
31043 - Driver Courier	9.69	
31260 - Parking and Lot Attendant		9.55
31290 - Shuttle Bus Driver		10.59
31310 - Taxi Driver	9.43	
31361 - Truckdriver Light	10.59	

31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.33
99050 - Desk Clerk	9.70
99095 - Embalmer	24.65
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	22.25
99252 - Laboratory Animal Caretaker II	24.31
99260 - Marketing Analyst	21.54
99310 - Mortician	24.65
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	14.32
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	13.63
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.44
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.25
99841 - Vending Machine Repairer	28.30
99842 - Vending Machine Repairer Helper	22.25

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans.

Minimum employer contributions costing an average of \$4.54 per hour computed on the

basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
 - 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
 - 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
 - 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
 - 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).
- Information required by the Regulations must be submitted on SF-1444 or bond paper. When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

