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STANDARD OPERATING PROCEDURES

SOP#: 200-033

I. SUBJECT **Competitive Multi- Step Sealed Bidding**

II INQUIRIES **Office of Supply Management "(Procurement Office")**

III. PURPOSE

These Standard Operating Procedures ("SOP") govern the Competitive Multi-Step Sealed Bid ("MSB") process. The Competitive Multi-Step Sealed Bidding is a two phase process consisting of a technical first phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by a selected committee familiar with the requirements and a second phase in which those bidders whose technical offers are determined to be acceptable during the first phase have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtain the benefits of the competitive sealed proposal procedure through the solicitations of technical offers and discussions to evaluate and determine the acceptability of technical offers.

IV. APPLICABILITY

Except as otherwise provided by law, these procedures shall apply to the management of all Guam Department of Education ("GDOE", "Department") purchases, paid with GDOE local funds or out of monies under the control of GDOE; for example, US Department of Education grant funds ("USED") and other US federal grant funds.

This SOP supersedes all previous SOPs relevant to this topic.

V. REFERENCES

To fully understand what is required for the proper procurement of goods, services and construction, the Standard Operating Procedures (SOP) contained throughout this document must be consulted and carefully followed. A working knowledge of the prerequisites contained below will also be helpful.

- A. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in particular, 2 CFR §§200.318-200.326
- B. USED Special Conditions issued annually in June (Note June 2018 letter states "specific" conditions instead of "special")
- C. Guam Code Annotated, Title 5, Division 1, Chapter 5, Guam Procurement Law
- D. Guam Administrative Rules and Regulations, Title 2, Division 4, Procurement Regulations

VI. KEY TERMS

The words defined are commonly used purchasing terms. The following terms are not intended to be legal definitions.

Bid: A competitive pricing offer made by a bidder in response to an Invitation for Bid ("IFB") or Multi-Step Bid ("MSB").

Bid Cost Form: A breakdown of the price listing and description of how much the bidder will charge the Government for their products or services. (Appendix A-3)

Bid Opening: Stage in a bidding process where the bid-envelopes received are opened and examined by Procurement Officials in a public bid opening; the bidders and other parties are allowed to witness the process.

Bidder: A person or business who submits a bid in response to an IFB or MSB.

Determination of Need ("DON"): A questionnaire required to be completed and submitted by the End User which justifies the requested procurement. (Appendix A-2)

End User: A party (School or Division) that initiated the request for the purchase of goods, services, or construction.

End User Memorandum ("EUM"): A questionnaire required to be completed and submitted by the End User which further justifies the requested procurement and provides information that will be used by Legal Counsel ("Legal") to properly review and assess the IFB or MSB process. (Appendix A-1)

End User's Processing Form: This form is to be utilized by the End User as a checklist for required documents or attachments for the IFB or MSB process. (Appendix A-4)

Invitation for Bid ("IFB"): A formal competitive solicitation or a "competitive sealed bid." It is the preferred method for procurement of supplies, non-professional services and construction. This includes leasing of office space, buses, etc.

Scope of Service/Work or Specification: A detailed description developed by the end-user which includes the deliverables, services to be rendered, or work to be performed. The specification is a document which clearly, accurately, and completely describes the essential requirements of the goods or service being purchased. The specification is the basis of all offers and is the foundation for the contract.

VII. COMMODITY OR SERVICE AMOUNTS

The MSB is generally used for procurements above the small purchase limits requiring formal solicitation.

Thresholds by Funding Source:

- A. Local Funds and Non- USED Federal Funds: \$500 and below (1 quote required)
- B. Local Funds and Non- USED Federal Funds: \$25,000.00 and below (3 quotes required)
- C. Local Funds and Non- USED Federal Funds: \$25,000.01 and above (Formal Solicitation)
- D. USED Federal Funds: \$150,000 and below (3 quotes required)
- E. USED Federal Funds: \$150,000.01 and above (Formal Solicitation)
- F. Construction Services: \$100,000 and below (3 quotes required)
- G. Construction Services: \$100,000.01 and above (Formal Solicitation)

VIII. STEP-BY-STEP COMPETITIVE MULTI-STEP BID ("MSB") PROCESS

A. Step 1: Conditions for Use of Multi-Step Bids

The multi-step sealed bidding method may be used when it is not practical to initially prepare a definitive purchase description which will be suitable to permit an award based on price. Therefore, multi-step sealed bidding may be used when it is considered desirable:

1. To invite and evaluate technical offers to determine their acceptability to fulfill the purchase description requirements;

2. To conduct discussions for the purposes of facilitating understanding of the technical offer and purchase description requirements and, where appropriate, obtain supplemental information, permit amendments of technical offers, or amend the purchase description;
3. To accomplish Step 1, item 1 and 2 of this section prior to soliciting priced bids; and
4. To award the contract to the lowest responsive and responsible bidder in accordance with the competitive sealed bidding procedures.

B. Step 2: Preparing Initiating Documents - End User's Responsibility

1. The End User must complete or gather the following documents listed below to be attached to the requisition on MUNIS:
 - a. **End User Memorandum (EUM) Form (Appendix A-1)**
 - b. **Determination of Need (DON) Form (Appendix A-2)**
 - c. **Bid Cost Form (Appendix A-3)**. The End User must determine if the costs should be provided in a separate envelope with the technical offers or whether the bids will be requested after the technical offers have been reviewed.
 - d. A detailed **Scope of Service/Work/Specifications** must be provided. It is the End User's responsibility to put the Scope of Service/Work/Specifications together.

What is the purpose of the specification?

The purpose of the specification is to:

- communicate the Buyer's requirements to potential suppliers;
- guide supplier responses; and
- help the Buyer to evaluate offers by providing a basis for comparability.

Preparing specification can be a long and complex process. It is important, however, that adequate time is devoted to this task as it is the single most critical aspect of a successful purchasing process. A poor specification may result in:

- the product or service not being delivered as required;
- difficulties in evaluating offers;
- offers from unsuitable suppliers or no offers because the Department's requirements are unclear;
- the need to clarify the specification to potential vendors during the procurement process;
- wide cost variances in offers; and
- contract discrepancies.

- e. **All materials used in the development of the specifications and/or scope of work**, to include but not limited to:

- Brochures and submittals of potential vendors, manufacturers or contractors
- All drafts, signed and dated by the draftsman
- Other papers or materials used in the development of specifications and/or scope of work

- f. **End User's Processing Form (Appendix A-4)**

- g. **Evaluation Criteria Breakdown (Appendix A-5)**. This criteria will be used to rate the unpriced technical proposals to determine acceptability. Total Breakdown should total 100 points based on the responsiveness to each of the categories outlined.

For Example:

- **25 Points**: The plan for performing the required services.
- **35 Points**: Ability to perform the services and the qualifications and abilities of personnel proposed to be assigned to perform the services.
- **25 Points**: The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.
- **15 points**: Record of Past Performance of similar work.

2. **Timing.** Consideration must be given regarding the timing of the procurement. While the MSB must remain open for at least 15 calendar days, other factors should be considered:
 - Funding deadlines including encumbrance and expenditure deadlines as well as the time necessary to deliver the product or service
 - Adequate time for vendors to prepare a proposal particularly if the product or service is technical in nature
 - Scheduling a site visit or pre-bid conference if needed to assist vendors in preparing responsive proposals
 - Adequate time for vendors to develop questions and time for End User to respond
 - Adequate time to review the technical offers and make amendments to the MSB, if necessary
3. The End User must create a requisition on MUNIS, attach documents listed above to the requisition on MUNIS, and submit a hard copy to the assigned Buyer who will be handling the MSB: See SOP 200-037 on Requisition Entry for more details.

C. Step 3: Verifying Initial Documentation - Buyer's Responsibility

1. Verify that the requisition has been entered into the MUNIS system.
2. Ensure that the EUM, DON, Bid Cost Form, Scope of Services/Work/Specifications, all materials used in the development of the specifications, the End User's Processing Form, and the Evaluation Criteria Breakdown have been completed and attached to requisition.

D. Step 4: Preparing the DRAFT Multi-Step Bid ("MSB") Packet

1. The Buyer responsible for preparing the MSB packet will input all the pertinent information into the MSB template utilizing the supporting documentation attached to requisition.
2. The Buyer must ensure that all pertinent Affidavits and forms are attached:
 - a. Affidavit Disclosing Ownership & Commissions (AG Procurement Form 002) (**Appendix B-1**)
 - b. Affidavit re: Non-Collusion (AG Procurement Form 003) (**Appendix B-2**)
 - c. Affidavit re: No Gratuities or Kickbacks (AG Procurement Form 004) (**Appendix B-3**)
 - d. Affidavit re: Ethical Standards (AG Procurement Form 005) (**Appendix B-4**)
 - e. Declaration re: Compliance with US DOL Wage Determination (AG Procurement Form 006 and most recent Wage Listing for Guam) (**Appendix B-5a & B-5b**)
 - f. Affidavit re: Contingent Fees (AG Procurement Form 007) (**Appendix B-6**)
 - g. Sample Contract (**Appendix B-7**) (to be provided by Legal)
 - h. Sex Offender Form (GDOE Procurement Form 002) (**Appendix B-8**)
 - i. Proprietary Data – Designation Form (GDOE Procurement Form 003) (**Appendix B-9**)
 - j. Local Procurement Preference Application Form (GDOE Procurement Form 005) (**Appendix B-10**) (not applicable to USED funds)
 - k. And other attachments as applicable to MSB
3. The Buyer will prepare AG Form 014, Declaration of Compliance with 5 GCA §5150 (**Appendix B-12**), authorizing publication of the MSB.
4. If the procurement is \$500,000 or above, Buyer will prepare AG Form 012, Notification of Procurement over \$500,000 (**Appendix B-11**), which will be forwarded to the Attorney General's Office by Legal Counsel.
5. The Buyer will submit the Draft MSB packet to the End User, SMA (Supply Management Administrator), and, if required, Legal Counsel.

E. Step 5: MSB Review Process**End User Review**

1. Ensure that the Scope of Service/Work or Specifications, Bid Cost Form and Evaluation Criteria Breakdown in the Draft MSB are complete and correct.
2. When review has been completed, End User will forward the Draft MSB to Buyer for any changes. If no changes are required, Buyer will forward the Draft MSB to the Supply Management Administrator.

Legal Review- Pre-publication

1. Legal will review the Draft MSB packet and, if any changes/corrections are deemed necessary, return Draft MSB packet to the assigned Buyer to make the changes/corrections. Once the changes/corrections have been completed, the Buyer will resubmit to legal for final review and approval.
2. MSBs for construction or nonprofessional services must include a sample contract prior to publication. This document will be provided by the GDOE legal office.
3. Once review is complete, Legal Counsel will forward AG Form 014 authorizing the publication of said MSB to Superintendent for signature. The signed form, along with the MSB packet is then returned to the designated Buyer.
4. If the Procurement is estimated to be \$500,000 or greater, Legal will forward AG Form 012 to the Office of the Attorney General.
5. Once Buyer receives the MSB packet, Buyer will forward to SMA for review.

Supply Management Administrator (SMA) Review

1. SMA must ensure the Draft MSB is in compliance with the Procurement Regulations and the Scope of Work/Services/Specifications and Bid Cost Form are complete and correct.
2. If any changes or corrections are needed, SMA will return the Draft MSB to Buyer. For any changes made, it will be sent to end user for review and approval and returned to buyer once approved.
3. Once review is complete, SMA will return signed MSB Packet to Buyer for publication.

F. Step 6: Publication

After AG Form 014 has been signed by the Superintendent, the Buyer may proceed in finalizing the MSB for SMA signature and publication of MSB advertisement. The procurement office will usually have a blanket Purchase Order for publication.

1. Advertisement for Public Advisement Requirements

- a. Local: One (1) print media (one day advertisement)
- b. Federal: Two (2) print media (one day advertisement but in separate papers)

2. Types of Print Media

- a. A newspaper of general circulation on Guam;
- b. A newspaper of local circulation in the area pertinent to the procurement;
- c. Industry media; or in a government publication designed for giving public notices.

3. Submission of Ad

- a. The standard size for the ad is 2" x 6" but may be larger. The ad is not a camera ready advertisement.

It is advisable to submit the ad at least two (2) days prior to publication in a local newspaper. If the advertisement is scheduled to be published on a Friday, the ad and Purchase Order must be submitted to the print media no later than Wednesday before 12 pm (noon).

If the ad is scheduled to run on a holiday, or directly after a holiday, check with the procurement office for the submission deadline.

If the request to run the ad is submitted after the deadline, the newspaper may not be able to run the advertisement or additional fees will be charged for late submission.

- b. The Buyer will have to proofread the advertisement before giving the print media the final approval to run the advertisement.
- c. The Buyer responsible for running the ad must make sure a copy of the actual advertisement is posted on the procurement bulletin board and a copy is kept in the procurement file.
- d. For other forms of print media, consult media representative for deadlines.

G. Step 7: Preparing the Final MSB Packet for Distribution to the Public

BUYER MUST:

1. Submit an electronic copy of the signed MSB packet to the designated staff to have it uploaded to the GDOE Website. The MSB must be available on the website the day of the actual public release or the day before.
2. Ensure that the deadlines are entered in the GDOE Procurement Calendar (Public), which is posted on the Procurement Website.
3. Ensure a copy of the actual advertisement is posted on the Procurement bulletin board the day the advertisement is published.
4. Ensure a copy of the actual advertisement is posted on the Procurement Website the day the advertisement is published.
5. Ensure a procurement folder is prepared for prospective bidders who would rather pick up a bid packet instead of downloading it from the website. A \$10.00 fee will be charged to prospective bidders that pick up a hard copy. This folder will contain the following:
 - a. Bid Register.
 - b. At least two (2) copies of the MSB packet for prospective bidders to pick up. (Be sure to indicate the MSB number on the envelope containing the copies).
 - c. The original signed MSB Packet must be kept in the procurement folder to ensure additional copies can be made.
 - d. Receipts from prospective bidders who picked up and paid for their packets.
 - e. All amendments to MSB.
 - f. Online register: A copy can be obtained from the SMA Secretary or designated staff. The Buyer must request for an updated online register before each amendment is issued to ensure all interested vendors are provided copies of the amendment.
 - g. A copy of the published advertisement.

H. Step 8: Pre-Bid Conference/Site Visit

1. End User may have included requirement for pre-bid conference or site visit in the MSB.
2. If the pre-bid conference or site visit was not included in the MSB, a vendor may submit a request for a pre-bid conference/site visit. The request must be in written form.
3. Pre-Bid Conferences/Site Visits are at the discretion of GDOE and not the bidder.

4. GDOE will review the request to determine if the conference is pertinent to the MSB and whether, if the request is denied, it might affect the bidding process.
5. Buyer must inform the bidder if the request is denied.
6. If GDOE decides that the request is justified, the Buyer is responsible for sending out an amendment to notify all prospective bidders that a pre-bid conference/site visit will be held.
7. The Amendment for the Pre-Bid Conference/Site Visit must include the following:
 - a. Date
 - b. Time
 - c. Location of where the pre-bid will be held
8. The Buyer will be responsible for preparing a sign-in sheet to keep attendance of the participants and the End User must prepare an agenda.
9. The pre-bid conference/site visit must be recorded at all times.
10. At the start of the pre-bid conference/site visit the Buyer will be responsible for the introductions and announcement of all the house rules.
11. After pre-bid conference/site visit has been conducted, an amendment must be sent to all prospective bidders, which must include a summary of the pre-bid conference/site visit.
12. All documents must be kept in the procurement file for said MSB.

I. Step 9: Monitoring Deadlines

The Buyer must keep track of the deadlines stated in the MSB packet. See examples of deadlines listed below. The minimum timeline for bids to be due is fifteen (15) calendar days after the MSB is issued. However, the Buyer should work with the End User to determine a reasonable amount of days given the complexity of the scope, the availability of vendors, how specialized the service or product may be, and other similar factors in order to maximize competition.

1. Deadline for Questions

Prospective bidders will have the opportunity to submit questions pertaining to the MSB.

The questions MUST be submitted in written form. Written questions must be submitted on or before the deadline stated in the MSB.

Acceptable written formats are as follows:

- E-Mail
- Fax
- US Postal (Mail) or preferred carrier (Fed-Ex, DHL, etc.)
- Hand delivered correspondence (Drop-off)

2. Deadline for GDOE Response to Questions

- a. Questions regarding the MSB will be forwarded by the Buyer to the End User.
- b. All questions regarding policies and procedures will be answered by the Procurement Office.
- c. The Buyer shall set a deadline for responses in order to meet the deadline to respond to questions.
- d. The response time for GDOE to reply is at least three (3) work days from the time prospective bidders are required to submit questions regarding the MSB.
- e. Buyer is responsible for preparing the Amendment for the GDOE response.

3. Bidder Submissions.

There may be multiple deadlines that the bidder may need to meet. The initial deadline is for the initial submission contained in the MSB. If a vendor is deemed potentially acceptable, a deadline may be set for the bidder to submit supporting documentation so that the bidder may be considered acceptable. The deadline for submittal of the bid may be different from the deadline of the initial submittal.

J. Step 10: Amendment Process

An amendment must be prepared for any changes to the MSB.

1. The Buyer must keep track of how many amendments are processed. Each amendment is sequentially numbered.
2. Once the Buyer has prepared an amendment, the SMA must sign, showing approval.
3. The Buyer must provide an electronic copy to the designated staff so it can be uploaded to the procurement website for said MSB.
4. Amendments must be sent to all prospective bidders listed on the website register and the bid register kept in the procurement file for individuals who picked up the bid packet.
5. The Buyer must ensure that all prospective bidders sign the Amendment Acknowledgement. The signed Acknowledgements must be kept in the procurement file.

K. Step 11: Communication Log

The Buyer must keep a communication log of all communications pertaining to MSB. This includes all the amendments and related acknowledgements received from prospective bidders, and all written communications such as emails, facsimiles or memos between the Department and bidders. See separate SOP-200-025, Procedures for Maintaining the Procurement File, for more information.

ALL COMMUNICATIONS REGARDING THE MSB SHOULD ONLY BE HANDLED BY THE ASSIGNED BUYER. SHOULD A PROSPECTIVE BIDDER REQUIRE ANY TYPE OF INFORMATION, THE ASSIGNED BUYER MUST HANDLE IT.

L. Step 12: Deadline for Submittal of Unpriced Technical Offers

1. The deadline for submittal can be extended, depending on the situation and at the discretion of the Buyer and End User.
2. GDOE's Procurement Office maintains the official time for the MSB submission of technical offers. The designated staff must ensure the official clock is correct prior to the submission deadline.
3. Any technical offers submitted past the time of submission will not be accepted. If an offer has been received after the time of submission, this needs to be reflected on the Analysis and Recommendation and a notice of rejection prepared to be sent to the vendor.

M. Step 13: Phase One Process – Prequalification Review**1. Bid Abstract for Phase One of MSB**

- a. Buyer must prepare a bid abstract a day prior to the deadline for submittal of unpriced technical offers.
- b. The Buyer must prequalify all technical offers by determining that all pertinent documents have been submitted as required by the MSB. This should be done immediately after the submission deadline. Prequalification review IS NOT open to the public.

2. Two Procurement Officials must be present

One (1) official will verify if all required documents have been submitted and one official will tally the information being verified.

3. After Prequalification Review

- a. If there are any missing documents from Bidders or insignificant mistakes that can be waived or corrected without prejudice to other Bidders, the Buyer may deem it a minor informality if it is a matter of form rather than substance.
- b. Buyer must then request the missing documents or correction from the Bidder and prepare a Memorandum to File stating the Minor Informality.
- c. If the Bidder does not provide the required documents upon request, they will be deemed nonresponsive and disqualified. Buyer must inform the Bidder of their disqualification.

N. Step 14: Phase One Process – Evaluation of Unpriced Technical Offers

1. The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria (Scope of Service/Work or Specification Description Requirements) set forth in the MSB. The offers may be deemed:
 - a. Acceptable;
 - b. Potentially acceptable, that is, reasonably susceptible of being made acceptable; or
 - c. Unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.
 - d. As stated above, the Buyer may deem missing documents or mistakes a minor informality if it is a matter of form rather than substance
2. Once the prequalification is completed, the Buyer must request the End User to convene a committee to evaluate the prequalified proposals submitted.
3. The committee will consist of no less than three (3) and no more than five (5) evaluators. The End User and Buyer should ensure the evaluators have no conflicts of interest, e.g., no immediate family works for any Bidder, no offers of employment from any Bidder, no business interest in any Bidder.
4. The assigned Buyer must set a time and date to conduct the evaluation.
5. Once the committee has been designated, the Buyer must prepare the following documents for the evaluation:
 - a. MSB Rating Criteria Form for each evaluator and for all the prequalified technical offers (**Appendix C-1**)
 - b. Non-Collusion and Confidentiality Form for each evaluator (**Appendix C-2**)
 - c. Sign in sheet (**Appendix C-3**)
 - d. Evaluations Tally and Concurrence Sheet (**Appendix C-4**)
6. Prior to evaluations, each evaluator must sign in and complete the Non-Collusion and Confidentiality Form.
7. The assigned Buyer will conduct the evaluation session and provide each evaluator a copy of the prequalified technical offers.
8. The evaluation committee must evaluate the prequalified technical offers using the rating criteria. Note that the rating criteria must be the same criteria published on the MSB.
9. Generally, the evaluation is based on the following technical assessment rating:
 - a. **Acceptable Offers** – ratings valued at 70 points and above
 - b. **Potentially Acceptable Offers** – ratings in the range of 60 to 69 points.

c. Unacceptable Offers – ratings valued below 60 points

The End User and Buyer should agree on how to score the ratings, i.e., what is considered acceptable, potential acceptable and unacceptable, prior to the evaluation.

10. After evaluations are completed, evaluations will be tallied and the evaluators must sign the Evaluations Tally and Concurrence Sheet.

O. Step 15: Phase One Process – Discussions of Unpriced Technical Offers

1. The Buyer and the End User may conduct discussions with any bidder who submits an acceptable or potentially acceptable unpriced technical offer. During the course of such discussions, information derived from one unpriced technical offer should not be disclosed to any other bidder.
2. If specifications for potentially acceptable bidders need to be updated based on the evaluation and / or discussions with the acceptable or potentially acceptable bidders, the potentially acceptable bidders may be asked to resubmit a revised unpriced technical submission to be considered acceptable.
3. When the Buyer determines a bidder's unpriced technical offer to be unacceptable, such bidder shall not be afforded an additional opportunity to supplement its technical offer.

P. Step 16: Phase One Process – After the Evaluation and Discussion

1. The Buyer must prepare a Phase One Analysis and Recommendation and a Notice of Phase One Results to each bidder for SMA's review and signature.
2. The Notice of Phase One Results is then sent to each bidder. This Notice shall have the bidder's ranking and, if they are Acceptable or Potentially Acceptable, an invitation to submit the priced bid and a bid opening date. If Priced Bid was required to be submitted at the same time as the technical offer, then only a bid opening date will be included in the Notice.

Q. Step 17: Phase Two Process – Submission of Priced Bid and Bid Opening

1. **Upon completion of Phase One, the Procurement Officer shall conduct Phase Two of the MSB.**
Phase Two shall be conducted as any other competitive sealed bid procurement except that no public notice need be given of this invitation to submit priced bids because such notice was previously given.
2. **Two Procurement Officials must be present during the Bid Opening**
One (1) official will verify if all documents required have been submitted and one official will tally the information.
3. **Bid Abstract for Phase Two of MSB**
 - a. Buyer must prepare a Bid abstract a day prior to the bid opening, to ensure all information indicated on the Bid Cost Form is listed.
 - b. If the Buyer will be utilizing the actual bid cost form that was issued with the MSB, Buyer must create a signature and date block for the two procurement officials and the bidders submitting a bid packet. Buyer must annotate on the bid abstract that a separate sheet will be utilized to tally the dollar amount offered by the participating bidders who submitted a bid packet.
 - c. During the bid opening, never disqualify a bidder publicly.

R. Step 17: Phase Two Process – End User Responsibility after the Bid Opening

1. Buyer will provide the End User copies of the MSB packets submitted by the participating bidders for review and concurrence.

2. End User must provide the Buyer an internal memorandum indicating which vendor meets the Department's needs based on of the MSB requirements. This document must be kept in the MSB File.
3. If only one responsive bid submission is received, End User must provide the Buyer with an internal memorandum indicating whether the bidder's prices are fair and reasonable.

S. Step 18: Phase Two Process – Final Selection Process

1. Prior to notifying the successful bidder, Buyer must check the "Excluded Parties Listing" on the US General Services Agency's System for Award Management ("SAM") website to ensure bidder is not listed. If the company is operating under a DBA (Doing Business As), both names should be checked. If the company is listed, consult SMA before proceeding.
2. The Buyer handling the MSB will have to do a final review of all bid submittals and prepare a Phase Two Analysis and Recommendation, Bid Status, Letter of Intent, and any other memorandums to file (i.e. Determination regarding procurement approval or denial of proprietary data designation, Determination of One Bid Received and Determination of Minor informality) for SMA's review and signature.
3. After the SMA affixes his/her signature on said documents, the Buyer will send out the Bid Status and Letter of Intent to all winning bidders.
4. Buyer cannot complete his procurement file until the acknowledgements for the above documents have been returned by the participating bidders.
5. If the MSB is \$500,000 and over the Buyer will have to submit the procurement file to legal for review prior to processing a Purchase Order.
6. If the MSB is for construction or non-professional services, Buyer will prepare the procurement file, provide to Legal, and request that Legal begin contract preparation.
7. Once Legal reviews the procurement file, the contract is sent to the Buyer who then routes for Internal Review. A contract tracker is prepared, attached to the contract, and routed for the following approvals:
 - a. End User / Project Manager – reviews and ensures that funding source, contract term, scope of work, and compensation amount in the contract are in line with the MSB (For federal funded procurements, end user ensures contract is within the approved grant application).
 - b. Program Compliance (for federally funded procurements only) – reviews scope of work, deliverables, terms, and language of the contract to ensure that allowable within the associated grant application.
 - c. Third Party Fiduciary (for USEd federally funded procurements only) – reviews how procurement was conducted and Federal Program's approval for compliance.
 - d. Deputy Superintendent, Finance & Administrative Services – reviews overall contract and funding compliance.
8. Once contract is reviewed internally, it is then submitted to Legal Counsel, who prepares the final contract for signatures. This is then routed to the following:
 - a. Vendor
 - b. Third Party Fiduciary (for USEd Federally funded procurements)
 - c. Certifying Officer
 - d. Supply Management Administrator
 - e. Legal Counsel
 - f. Superintendent

- g. Attorney General's Office
- h. Governor's Office
9. The purchase order will be issued after contract has been signed by all parties. A copy of the contract will be maintained in the procurement file and attached to the requisition.
10. Once the procurement file and all the pertinent documents have been received, the 14 calendar days have passed, and the Contract is fully signed (if applicable), the Buyer can then process the requisition for Purchase Order conversion and issuance to the successful bidder. The Buyer must attach the following into Requisition Attachments on MUNIS prior to processing:
 - a. IFB Advertisement
 - b. Original IFB
 - c. Complete submittal of the winning bidder(s)
 - d. Bid Status (acknowledged)
 - e. Letter of Intent (acknowledged)
 - f. Executed Contract (if applicable)

Note, the requisition and related attachments, are sent back through the workflow. This is final opportunity for those approving the requisition to compare it to the contract before the Purchase Order is processed. Any concerns should be raised with the assigned Buyer for resolution.

11. Buyer must then submit required documents to the designated individual(s) handling the Contracts Module. The individual must then create a contract entry into the module and attach all supporting documents.
12. Once contract entry is posted, the Buyer must input the contract number into the requisition and process the Purchase Order.
13. A Purchase Order should not be processed until 14 calendar days after sending the Bid Status and Letter of Intent to participating bidders in case of any potential protests or until receipt of the executed contract, whichever is later.
14. Once a Purchase Order is processed, the Buyer will prepare a Congratulatory Letter and Notice to Proceed (if applicable) and send it to the winning bidder(s). A copy will be placed in the procurement file.

T. Step 19: Renewals and Expirations

The End User must monitor renewal dates and expiration dates. At least 60 (sixty) calendar days before the contract expires, the End User must notify procurement whether the contract/Purchase Order should be renewed or cancelled or if a new procurement should be initiated.

1. If it is in the best interest of the Department to renew a contract or PO, the following documents must be completed and submitted to procurement before the expiration of the contract:
 - a. A new Determination of Need form (Appendix A-2)
 - b. Request for Contract Extension or Renewal Form (Appendix C-5)
 - c. Original Contract and any amendment contracts and renewals thereafter.
 - d. Other pertinent documents that may be necessary for the renewal/extension.
 - e. Requisition must be entered in the MUNIS System for the new contract year with all above documents attached.
 - f. Contract entry must be updated in the Contracts Module (Procurement will complete this step)
2. If it is in the best interest of the Department to cancel the contract or PO, a determination letter should document the recommendation, a copy sent to the vendor, and vendor acknowledgement received. The determination letter and acknowledgement should be placed in the procurement file.

3. If a contract or PO will expire and the product or service is still needed, the procurement process must begin in sufficient time so that the new contract or PO is in place prior to the expiration date.
4. Failure to monitor renewal or expiration dates and act appropriately may result in critical services or products not being available to the Department in a timely manner.

U. Protests

If a vendor registers a complaint, the Buyer should immediately consult with the SMA so that a determination can be made as to whether or not a protest exists. The Buyer should work towards a timely resolution to the complaint to prevent it from escalating and causing delays in the procurement process. Consultation with the SMA is necessary and a determination of the finding should be placed in the file.

A protest may be launched at any time during procurement. If an official protest is lodged against the Department, the relevant documents must be forwarded to Legal immediately. The applicable SOP, SOP 200-040 Protest / Appeal Procedures, should be consulted. As timing is crucial, a protest should be immediately dealt with. Failure to adhere to deadlines could result in penalties lodged against the Department.

IX. ROLES and RESPONSIBILITES

The following are the key personnel in the Procurement process. The specific responsibilities and expectations of these individuals are delineated as follows:

A. Procurement Office:

The role of the Procurement Office is to provide leadership, guidance, and enforcement of the policies, regulations and procedures as stipulated in this document. The Procurement Office is the main point of contact for all questions or concerns regarding the Department's procurement activity.

B. End User:

Schools and Divisions are the ultimate End Users of the procured services, supplies, materials and equipment. End Users are responsible for initiating the purchase requisitions in the MUNIS system and for causing their approval. End Users may assign particular individuals for initiating requisitions in MUNIS.

C. MUNIS System:

The financial management information system purchased from Tyler Technologies in September 2011 and operational in April 2012. Tyler's MUNIS is a resource planning solution which integrates our core financial functions, among them are procurement, fixed assets receiving and fixed assets inventory.

D. Vendor:

The vendor is approved by the GDOE Procurement Office to provide goods, services, or construction to GDOE schools/divisions.

E. Superintendent of Education: (Chief Procurement Officer for GDOE)

The Superintendent of Education, as head of the Guam Department of Education, shall have general supervision of all procurement activity within the Guam Department of Education (GDOE), its schools and divisions. This responsibility shall not, however, relieve any school or division of their accountability for the procurement roles under its control.

The Superintendent:

1. Shall ensure that all of those in a management capacity below him/her enforce the requirements contained in these Standard Operating Procedures.
2. Shall be responsive to violations and shall take the appropriate action.

F. Third Party Fiduciary (TPFA):

The TPFA is responsible for providing guidance, management leadership, and accountability of USEd funded procurements. They have the final approval of all US Department of Education funds awarded to the Department.

X. NON COMPLIANCE

The Superintendent, Deputy Superintendent of Finance & Administrative Services, and the Supply Management Administrator will be advised of any violations to procurement procedure. Non-compliance of any of the regulations set-forth in this document may result in disciplinary action, up to and including termination.

For questions or concerns regarding compliance, contact the Procurement Office.

XI. CONTACT INFORMATION

The Office of Supply Management is located at:

501 Mariner Avenue, Suite 116
Barrigada, Guam 96913-1608

TELEPHONE: (671) 475-0438
FAX: (671) 472-5001
EMAIL: procurement@gdoe.net
WEBSITE: www.gdoe.net/procurement

XII. APPENDICES A, B, & C – PROCUREMENT FORMS

The following forms and samples are provided to assist and ensure that the forms are properly filled out correctly, and to prevent delays in the processing of your documents.

- A-1 End User Memorandum or EUM
- A-2 Determination of Need or DON
- A-3 Bid Cost Form
- A-4 End User's Processing Form
- A-5 Sample of Evaluation Criteria Breakdown
- B-1 Affidavit Disclosing Ownership & Commissions (AG Procurement Form 002)
- B-2 Affidavit re: Non-Collusion (AG Procurement Form 003)
- B-3 Affidavit re: No Gratuities or Kickbacks (AG Procurement Form 004)
- B-4 Affidavit re: Ethical Standards (AG Procurement Form 005)
- B-5a Declaration re: Compliance with US DOL Wage Determination (AG Procurement Form 006)
- B-5b Most Recent Wage Listing for Guam
- B-6 Affidavit re: Contingent Fees (AG Procurement Form 007)
- B-7 Bid Bond Form (GDOE Procurement Form 001)
- B-8 Sex Offender Form (GDOE Procurement Form 002)
- B-9 Proprietary Data – Designation Form (GDOE Procurement Form 003)
- B-10 Local Procurement Preference Application Form (GDOE Procurement Form 005). Not applicable for USEd grant funded procurements.
- B-11 Notification of Procurement over \$500,000 (AG Procurement Form 012)
- B-12 Declaration of Compliance with 5 GCA §5150 (AG Procurement Form 014)
- C-1 MSB Rating Criteria Form

- C-2 Non-Collusion and Confidentiality Form
- C-3 Sign in Sheet
- C-4 Evaluations Tally and Concurrence Sheet
- C-5 Request for Contract Extension or Renewal Form

The Procurement Office will maintain complete, printable copies of the forms listed.

XIII. INTERNAL CONTROL

The Supply Management Administrator and Buyer Supervisors are charged with ensuring the validity of these procedures and their compliance. The Internal Audit Office ("IAO") will periodically validate these SOPs and recommend improvements where needed.

XIV. TRAINING

The Supply Management Administrator will ensure training is conducted and available for all GDOE and Private, Non-Public ("PNP") End Users (school administrators, division heads and staff) in these procurement procedures at least once yearly.

In compliance with 5GCA, Div. 1, § 5141, all Buyers will complete required procurement training offered by the Guam Community College. The Supply Management Administrator will seek opportunities for Procurement Office staff to be trained and updated on procurement methods and regulations.

XV. REPORTS

The Supply Management Administrator will submit the following reports to the Deputy Superintendent of Finance & Administrative Services:

Requisition Processing Report: To End Users weekly

Open Purchase Order Report: To End Users monthly

Procurement Calendar / Status Report: To End Users monthly

Public laws shall be monitored to ensure any legislated reporting requirements are met.

Regular meetings will be scheduled with End Users as necessary to provide updates and follow-up on ongoing procurement activities. Meetings with vendors should be scheduled at least annually.

XVI. PENALTY

Failure to adhere to this SOP may result in disciplinary action up to and including termination in accordance with the GDOE Personnel Rules & Regulations.

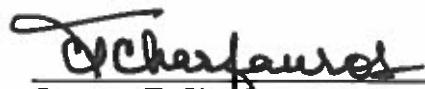
XVII. EFFECTIVE DATE

Upon date of approval and signature, unless otherwise noted.

XVIII. CHANGES

A formal review of this SOP should be conducted at least once every two years to determine if updates are necessary. Changes to this policy shall be effectuated by the Superintendent of Education.

Approved by:



Carmen T. Charfauros
Supply Management Administrator

9/27/18

Date:



Taling M. Taltano
Deputy Superintendent of Finance and
Administrative Services

10/15/18

Date:



Jon P. Hernandez
Superintendent of Education

10/16/18

Date:

APPENDIX

A-1 THROUGH A-5

Appendix A-1

GDOE PROCUREMENT FORM – END USER MEMO – REVISED 11/2013

END USER MEMO

1. Has a written Determination of Need been completed? (5 GCA 5249) Y N

 - a. By Whom? _____

2. Is the procurement for professional services? (5 GCA 5216/2 GAR 3114) Y N
 - a. What type of services? _____
 - b. Are the services available from existing GDOE personnel? Y N
 - c. If not, has the need for services been explained in the written Determination of Need? Y N
3. What will be the relationship between the vendor and GDOE? (examples: consultant, direct service provider) (2 GAR 3114)

4. Are there requirements in law or regulation regarding this procurement? Y N
 - a. If yes, cite law or regulation: _____
 - b. Describe the requirement: _____

5. Are the services or products needed for more than one year? (5 GCA 5237/2 GAR 3121) Y N
 - a. If yes, for how long? _____
 - b. How was this determination made? _____

6. Who developed the specifications/scope of work for this solicitation?

a. Were technical literature or manufacturer's brochures used in developing the specifications/scope of work? Y N

b. If yes, list the literature or brochures: _____

7. Is there a trade publication, website, or other method to publish the RFP/IFB to vendors who provide the services described in the solicitation? Y N

a. If yes, describe the method: _____

b. Are there vendors known to be interested in performing the services or providing the product in the RFP/IFB? Y N

If yes, list the vendors: _____

8. Do the specifications include only essential functions required to meet GDOE's needs? (5 GCA 5268/2 GAR 4102) Y N

9. Are the specifications/scope of work unduly restrictive? (5 GCA 5265) Y N

10. Do the specifications/scope of work contain features peculiar to one provider? (5 GCA 5268/2 GAR 4106 & 4102) Y N

11. Is this recommended for restricted competition or for sole source procurement? Y N

a. If yes, explain the need for restricted competition (5 GCA 5268/2 GAR 4106): (example, grant specific/ govt – govt)

b. If grant specific, is relevant grant narrative and approval attached Y N

12. Do specifications/scope of work describe relevant technical requirements or desired performance? (5 GCA 5268/2GAR 4102&4109) Y N

13. Do specifications/scope of work contain restrictions that do not affect performance? Y N

14. Do specifications/scope of work permit maximum practicable competition? (5 GCA 5265/2 GAR 4102) Y N

15. Is solicitation for a product that is biodegradable, reusable, recyclable, made from recycled material, or a combination of these qualities? (2 GAR 1102) Y N

16. Is solicitation for concrete or asphalt paving, or construction/repair of highways? (5 GCA 5218) Y N

17. Is solicitation for horticulture products? (5 GCA 5008) Y N

18. Is solicitation for produce or fish from local farmers or fishermen? (5 GCA 5001) Y N

19. Is solicitation for lease of equipment, supplies, or real property? (2 GAR 3119) Y N

20. Is solicitation for an indefinite quantity? (2 GAR 3119/6101) Y N

a. If yes, why is an indefinite quantity needed? _____

b. What is the approximate minimum quantity needed? _____

c. Can product be broken into unit prices? Y N

d. Will the product be purchased over a specific period of time? (example: an indefinite quantity over six months or a year?) Y N

e. If yes, what period of time? _____

21. Were the specifications/scope of work developed by or in consultation with an Y N existing GDOE vendor? (2 GAR 4103)

22. Do specifications/scope of work specify “brand name or equal”? Y N (2 GAR 4103)

- If yes, is there a written determination by GDOE Superintendent or SMA? Y N
- Are three or more different brands identified as “or equal”? Y N
- Do specifications/scope of work state that substantially equivalent products will be considered for award? Y N
- Do specifications/scope of work include the particular design, function, or performance characteristics required? Y N
- Do specifications/scope of work explain that use of brand name is for purpose of describing standard of quality, performance, and characteristics, Y N and not to restrict competition?

23. Do specifications/scope of work specify a “brand name” product? Y N (2 GAR 4103)

- If yes, is there a written determination by GDOE Superintendent or SMA? Y N

24. Are draft specifications or scope of work attached? Y N

25. For IFB, is draft bid form attached? Y N

COMPLETED BY:

Print Name

Title

Sign Name

Date

Appendix A-2
GDOE PROCUREMENT FORM – DETERMINATION OF NEED - REVISED 8/2017

RECORD OF PLANNING AND DETERMINATION OF NEED

1. Describe the need for the services or supplies to be procured:

2. Who determined the need for the services or supplies:

3. What is the funding source for this procurement:

4. Were the services or supplies requested and approved in a grant application/award:

Y N

a. If yes, what grant application and year:

b. When do grant funds expire?

5. Is this procurement mandated by statute or regulation?

Y N

a. If yes, cite: _____

6. For subscription, membership, registration and sole source **ONLY**.

1. How was the decision made to choose this supply/service?

2. Are there any other similar supplies/services that may be comparable to those selected? _____

3. Provide a description of the unique features that would restrict competition.

Print Name

Title

Sign Name

Date

Ref: 5 GCA § 50105 & 5249(e)

Appendix A-3

BID FORM

GDOE IFB No. 0XX-2018
PURCHASE OF ADMINISTRATIVE SUPPLIES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION PRICE
1	Batteries, Alkaline, Long-lasting, Lasts Up to 10 Years in Storage, Size: AA, 8 Per Pack Manufacturer: _____ Catalog No./Brand: _____ <input type="checkbox"/> <i>Brochure and Descriptive Literature Included</i>	100	PK		
2	Batteries, Alkaline, Long-lasting, Lasts Up to 10 Years in Storage, Size: AAA, 8 Per Pack Manufacturer: _____ Catalog No./Brand: _____ <input type="checkbox"/> <i>Brochure and Descriptive Literature Included</i>	100	PK		
3	Binder Clips, 1 1/4", 12 Per Box Manufacturer: _____ Catalog No./Brand: _____ <input type="checkbox"/> <i>Brochure and Descriptive Literature Included</i>	100	BX		
BID TOTAL					

CHECK BOX IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLED VETERAN OWNED BUSINESS UNDER 5 GCA § 5012.

BIDDER REPRESENTATION:

By signing below, I represent that I am an authorized representative of:

PRINT COMPANY NAME

and that by submission of this bid the company is making an offer to perform the work described in GDOE IFB No. 0XX-2018 for the price stated above. I also confirm that the bid price shall remain firm and irrevocable for ninety (90) days from the opening of this bid.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ **DATE:** _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE: _____ **TITLE:** _____

Appendix A-4



DEPARTMENT OF EDUCATION OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net/procurement
500 Mariner Avenue
A-Building, Suite A-13
Barrigada, Guam 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001

Email: procurement@gdoe.net

JON J. P. FERNANDEZ
Superintendent of Education



CARMEN T. CHARFAUROS
Supply Management Administrator

End User's Processing Form

Requisition No.: _____

Title of the Procurement Request: _____

Type of Procurement: Invitation for Bid (IFB) Request for Proposal (RFP) Small Purchase Contract

Requisition must be entered into the system to encumber the funding
(Must be submitted with End User's Processing Form)

End User Memorandum must be completed and submitted to Procurement
(Request for this form from Procurement. This is also available at www.gdoe.net/procurement)

Record of Planning & Determination of Need
(Request for this form from Procurement. This is also available at www.gdoe.net/procurement)

Specifications/Scope of Work must be submitted with End User's Processing Form
(Electronic workable file must be emailed to the buyer in charge of this procurement)

All materials used in the development of specifications and/or Scope of Work to include, but not limited to:
 Brochures and submittals of potential vendors, manufacturers or contractors (including price quotes)
 All Drafts, signed and dated by the draftsman
 Others used in development of specification scope of work.
Specify: _____

Bid Cost Form (for IFBs)
(Electronic workable file must be emailed to the buyer in charge of this procurement)

Evaluation Criteria breakdown equal to 100 points (for RFPs)

Federally Funded: USEd Funded
 USEd Approval
 Budget Narrative
 Program Narrative

Federally Funded: USDA & HHS Funded

Locally Funded

End User Responsible for Preparing this Request:

Print Name of End User

Division & Title

Signature of End User

Date

Email Address

Office Phone Number

Print Name of Division Head

Division Head Signature & Date

All documents listed herein must be attached to the End User's Processing Form for the review and approval of the Procurement Official responsible for preparing this request.

Appendix A-5

SAMPLE **EVALUATION CRITERIA BREAKDOWN**

<u>Evaluation Factors</u>	<u>Points</u>
The plan for performing the required services.	25
Ability to perform the services and the qualifications and abilities of personnel proposed to be assigned to perform the services	35
The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting	25
Record of past performance of similar work	15
Total Available Points	100

Note: The Points system varies; it all depends on what factors are important based on the specific needs of your program and activity.

APPENDIX

B-1 THROUGH B-12

Appendix B-1

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
ISLAND OF GUAM)
) SS.

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

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

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

Name _____ Address _____ % of Interest _____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name _____ Address _____ Compensation _____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC
My commission expires: _____

Appendix B-2

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
ISLAND OF GUAM) SS.
)

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

1. The name of the offering company or individual is [state name of company]
2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).
3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20_____.
.

NOTARY PUBLIC
My commission expires

Appendix B-3

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF _____)
ISLAND OF GUAM) SS.
)

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

1. The name of the offering firm or individual is [state name of offeror company] . Affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.
2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).
3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC
My commission expires _____, _____.

Appendix B-4

AFFIDAVIT RE ETHICAL STANDARDS

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

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

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 20____.

NOTARY PUBLIC
My commission expires _____, _____.

Appendix B-5a

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

CITY OF _____)
) SS.
ISLAND OF GUAM)

Procurement No. :

Name of Offeror Company:

Name of Owner/ Company: _____ I, _____ hereby certify under penalty

(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

WD 05-2147 (Rev.-19) was first posted on www.dol.gov on 01/05/2016

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 19
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the 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 \$10.15 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 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61

01532	- Travel Clerk II	12.57
01533	- Travel Clerk III	13.44
01611	- Word Processor I	12.25
01612	- Word Processor II	13.75
01613	- Word Processor III	15.38
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	13.34
05010	- Automotive Electrician	13.06
05040	- Automotive Glass Installer	12.10
05070	- Automotive Worker	12.10
05110	- Mobile Equipment Servicer	8.59
05130	- Motor Equipment Metal Mechanic	13.06
05160	- Motor Equipment Metal Worker	12.10
05190	- Motor Vehicle Mechanic	13.06
05220	- Motor Vehicle Mechanic Helper	10.12
05250	- Motor Vehicle Upholstery Worker	12.10
05280	- Motor Vehicle Wrecker	12.10
05310	- Painter, Automotive	12.37
05340	- Radiator Repair Specialist	12.10
05370	- Tire Repairer	7.81
05400	- Transmission Repair Specialist	12.10
07000	- Food Preparation And Service Occupations	
07010	- Baker	10.47
07041	- Cook I	9.54
07042	- Cook II	11.78
07070	- Dishwasher	7.25
07130	- Food Service Worker	7.78
07210	- Meat Cutter	11.86
07260	- Waiter/Waitress	7.59
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.38
09040	- Furniture Handler	8.85
09080	- Furniture Refinisher	14.38
09090	- Furniture Refinisher Helper	10.66
09110	- Furniture Repairer, Minor	12.51
09130	- Upholsterer	14.38
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	8.23
11060	- Elevator Operator	8.23
11090	- Gardener	10.99
11122	- Housekeeping Aide	8.33
11150	- Janitor	8.23
11210	- Laborer, Grounds Maintenance	9.14
11240	- Maid or Houseman	7.25
11260	- Pruner	8.23
11270	- Tractor Operator	10.33
11330	- Trail Maintenance Worker	9.14
11360	- Window Cleaner	9.14
12000	- Health Occupations	
12010	- Ambulance Driver	15.81
12011	- Breath Alcohol Technician	15.81
12012	- Certified Occupational Therapist Assistant	21.70
12015	- Certified Physical Therapist Assistant	21.70
12020	- Dental Assistant	13.20
12025	- Dental Hygienist	29.85
12030	- EKG Technician	23.96
12035	- Electroneurodiagnostic Technologist	23.96
12040	- Emergency Medical Technician	15.81
12071	- Licensed Practical Nurse I	14.14
12072	- Licensed Practical Nurse II	15.81
12073	- Licensed Practical Nurse III	17.63
12100	- Medical Assistant	11.54
12130	- Medical Laboratory Technician	14.14
12160	- Medical Record Clerk	11.82
12190	- Medical Record Technician	13.59

12195	- Medical Transcriptionist	14.14
12210	- Nuclear Medicine Technologist	34.75
12221	- Nursing Assistant I	10.03
12222	- Nursing Assistant II	11.30
12223	- Nursing Assistant III	12.31
12224	- Nursing Assistant IV	13.84
12235	- Optical Dispenser	15.81
12236	- Optical Technician	14.14
12250	- Pharmacy Technician	13.41
12280	- Phlebotomist	13.84
12305	- Radiologic Technologist	22.64
12311	- Registered Nurse I	20.70
12312	- Registered Nurse II	25.32
12313	- Registered Nurse II, Specialist	25.32
12314	- Registered Nurse III	30.64
12315	- Registered Nurse III, Anesthetist	30.64
12316	- Registered Nurse IV	36.72
12317	- Scheduler (Drug and Alcohol Testing)	19.59
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	15.06
13012	- Exhibits Specialist II	18.66
13013	- Exhibits Specialist III	22.83
13041	- Illustrator I	15.06
13042	- Illustrator II	18.66
13043	- Illustrator III	22.83
13047	- Librarian	20.66
13050	- Library Aide/Clerk	12.00
13054	- Library Information Technology Systems Administrator	18.66
13058	- Library Technician	15.06
13061	- Media Specialist I	13.46
13062	- Media Specialist II	15.06
13063	- Media Specialist III	16.80
13071	- Photographer I	12.82
13072	- Photographer II	14.32
13073	- Photographer III	17.75
13074	- Photographer IV	21.73
13075	- Photographer V	26.30
13110	- Video Teleconference Technician	12.91
14000	- Information Technology Occupations	
14041	- Computer Operator I	13.65
14042	- Computer Operator II	15.76
14043	- Computer Operator III	17.56
14044	- Computer Operator IV	19.50
14045	- Computer Operator V	21.81
14071	- Computer Programmer I	(see 1)
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	13.65
14160	- Personal Computer Support Technician	19.50
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	24.23
15020	- Aircrew Training Devices Instructor (Rated)	29.32
15030	- Air Crew Training Devices Instructor (Pilot)	33.30
15050	- Computer Based Training Specialist / Instructor	24.23
15060	- Educational Technologist	22.82
15070	- Flight Instructor (Pilot)	33.30
15080	- Graphic Artist	20.47
15090	- Technical Instructor	17.65
15095	- Technical Instructor/Course Developer	21.58
15110	- Test Proctor	13.87

15120	- Tutor	13.87
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	8.08
16030	- Counter Attendant	8.08
16040	- Dry Cleaner	9.34
16070	- Finisher, Flatwork, Machine	8.08
16090	- Presser, Hand	8.08
16110	- Presser, Machine, Drycleaning	8.08
16130	- Presser, Machine, Shirts	8.08
16160	- Presser, Machine, Wearing Apparel, Laundry	8.08
16190	- Sewing Machine Operator	9.86
16220	- Tailor	10.33
16250	- Washer, Machine	8.46
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	14.49
19040	- Tool And Die Maker	18.20
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	12.49
21030	- Material Coordinator	18.34
21040	- Material Expediter	18.34
21050	- Material Handling Laborer	10.65
21071	- Order Filler	9.66
21080	- Production Line Worker (Food Processing)	12.49
21110	- Shipping Packer	13.33
21130	- Shipping/Receiving Clerk	13.33
21140	- Store Worker I	13.23
21150	- Stock Clerk	18.58
21210	- Tools And Parts Attendant	12.49
21410	- Warehouse Specialist	12.49
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	20.69
23021	- Aircraft Mechanic I	19.70
23022	- Aircraft Mechanic II	20.69
23023	- Aircraft Mechanic III	21.74
23040	- Aircraft Mechanic Helper	13.70
23050	- Aircraft, Painter	18.50
23060	- Aircraft Servicer	16.09
23080	- Aircraft Worker	17.38
23110	- Appliance Mechanic	14.49
23120	- Bicycle Repairer	9.74
23125	- Cable Splicer	15.43
23130	- Carpenter, Maintenance	13.00
23140	- Carpet Layer	13.55
23160	- Electrician, Maintenance	14.99
23181	- Electronics Technician Maintenance I	14.72
23182	- Electronics Technician Maintenance II	15.05
23183	- Electronics Technician Maintenance III	18.31
23260	- Fabric Worker	12.60
23290	- Fire Alarm System Mechanic	15.43
23310	- Fire Extinguisher Repairer	11.67
23311	- Fuel Distribution System Mechanic	15.43
23312	- Fuel Distribution System Operator	13.01
23370	- General Maintenance Worker	11.95
23380	- Ground Support Equipment Mechanic	19.70
23381	- Ground Support Equipment Servicer	16.09
23382	- Ground Support Equipment Worker	17.38
23391	- Gunsmith I	11.67
23392	- Gunsmith II	13.55
23393	- Gunsmith III	15.43
23410	- Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411	- Heating, Ventilation And Air Condtidioning Mechanic (Research Facility)	16.55
23430	- Heavy Equipment Mechanic	15.15
23440	- Heavy Equipment Operator	13.73

23460	- Instrument Mechanic	15.43
23465	- Laboratory/Shelter Mechanic	14.49
23470	- Laborer	10.65
23510	- Locksmith	14.49
23530	- Machinery Maintenance Mechanic	17.38
23550	- Machinist, Maintenance	15.43
23580	- Maintenance Trades Helper	9.92
23591	- Metrology Technician I	15.43
23592	- Metrology Technician II	16.41
23593	- Metrology Technician III	17.37
23640	- Millwright	15.43
23710	- Office Appliance Repairer	14.38
23760	- Painter, Maintenance	13.55
23790	- Pipefitter, Maintenance	15.32
23810	- Plumber, Maintenance	14.38
23820	- Pneudraulic Systems Mechanic	15.43
23850	- Rigger	15.43
23870	- Scale Mechanic	13.55
23890	- Sheet-Metal Worker, Maintenance	15.21
23910	- Small Engine Mechanic	13.55
23931	- Telecommunications Mechanic I	19.01
23932	- Telecommunications Mechanic II	19.76
23950	- Telephone Lineman	18.24
23960	- Welder, Combination, Maintenance	14.66
23965	- Well Driller	15.43
23970	- Woodcraft Worker	15.43
23980	- Woodworker	11.67
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.09
24580	- Child Care Center Clerk	12.58
24610	- Chore Aide	12.43
24620	- Family Readiness And Support Services Coordinator	12.44
24630	- Homemaker	16.12
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	15.43
25040	- Sewage Plant Operator	14.49
25070	- Stationary Engineer	15.43
25190	- Ventilation Equipment Tender	10.73
25210	- Water Treatment Plant Operator	14.49
27000	- Protective Service Occupations	
27004	- Alarm Monitor	10.90
27007	- Baggage Inspector	7.35
27008	- Corrections Officer	12.05
27010	- Court Security Officer	12.05
27030	- Detection Dog Handler	10.90
27040	- Detention Officer	12.05
27070	- Firefighter	12.05
27101	- Guard I	7.37
27102	- Guard II	10.90
27131	- Police Officer I	12.05
27132	- Police Officer II	13.40
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	9.53
28042	- Carnival Equipment Repairer	10.08
28043	- Carnival Equipment Worker	7.78
28210	- Gate Attendant/Gate Tender	13.18
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	14.74
28510	- Recreation Aide/Health Facility Attendant	10.76
28515	- Recreation Specialist	18.26
28630	- Sports Official	11.74
28690	- Swimming Pool Operator	17.71
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	15.20

29020	- Hatch Tender	15.20
29030	- Line Handler	15.20
29041	- Stevedore I	14.22
29042	- Stevedore II	16.25
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	17.49
30022	- Archeological Technician II	19.56
30023	- Archeological Technician III	24.21
30030	- Cartographic Technician	23.18
30040	- Civil Engineering Technician	21.93
30061	- Drafter/CAD Operator I	17.49
30062	- Drafter/CAD Operator II	19.56
30063	- Drafter/CAD Operator III	20.74
30064	- Drafter/CAD Operator IV	24.21
30081	- Engineering Technician I	14.62
30082	- Engineering Technician II	16.41
30083	- Engineering Technician III	18.36
30084	- Engineering Technician IV	22.34
30085	- Engineering Technician V	27.83
30086	- Engineering Technician VI	33.66
30090	- Environmental Technician	21.10
30210	- Laboratory Technician	20.74
30240	- Mathematical Technician	23.34
30361	- Paralegal/Legal Assistant I	19.06
30362	- Paralegal/Legal Assistant II	21.53
30363	- Paralegal/Legal Assistant III	26.35
30364	- Paralegal/Legal Assistant IV	30.80
30390	- Photo-Optics Technician	21.93
30461	- Technical Writer I	22.17
30462	- Technical Writer II	27.10
30463	- Technical Writer III	32.79
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or Surface Programs (see 2)	20.74
30621	- Weather Observer, Senior (see 2)	23.00
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	8.15
31030	- Bus Driver	9.69
31043	- Driver Courier	8.97
31260	- Parking and Lot Attendant	7.25
31290	- Shuttle Bus Driver	9.99
31310	- Taxi Driver	8.21
31361	- Truckdriver, Light	8.97
31362	- Truckdriver, Medium	11.61
31363	- Truckdriver, Heavy	12.48
31364	- Truckdriver, Tractor-Trailer	12.48
99000	- Miscellaneous Occupations	
99030	- Cashier	7.46
99050	- Desk Clerk	9.70
99095	- Embalmer	22.74
99251	- Laboratory Animal Caretaker I	16.24
99252	- Laboratory Animal Caretaker II	17.04
99310	- Mortician	22.74
99410	- Pest Controller	13.28
99510	- Photofinishing Worker	11.95
99710	- Recycling Laborer	10.76
99711	- Recycling Specialist	16.27
99730	- Refuse Collector	10.24

99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

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

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

(4) A combination of the aforementioned duties, the performance of which

requires the same level of skills. (29 C.F.R. 541.400).

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive 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 regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Appendix B-6

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
ISLAND OF GUAM) SS.
)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this ____ day of _____, 20 ____.

NOTARY PUBLIC
My commission expires _____, ____.

Appendix B-7

**GOVERNMENT OF GUAM
GUAM DEPARTMENT OF EDUCATION
500 MARINER AVENUE, SUITE A-13
BARRIGADA, GUAM 96913
TEL: 671-475-0438 | FAX: 671-475-5001**



BID BOND

No. _____

KNOW ALL MEN BY THESE PRESENTS that we _____, as Principal hereinafter called the Principal, and Bonding Company, _____, a corporation duly organized the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for Payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for IFB No. 000-2018: BID TITLE HERE

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation of Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20____

(PRINCIPAL) (SEAL) (WITNESS)

(WITNESS) _____ (TITLE) _____

(WITNESS) _____ (TITLE) _____

(SURETY) (SEAL) (TITLE)

(ATTORNEY-IN-FACT)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS IF THE BIDDER IS PROVIDING A SURETY BOND FOR SECURITY.

GDOE Procurement Form 001

Appendix B-8



SPECIAL PROVISIONS

RE: GDOE IFB 000-2018
BID TITLE HERE

Restriction against Sex Offenders Employed by Service Providers to Government of Guam from working on Government Property

(COMPANY NAME, hereafter the "Bidder") hereby warrants that if awarded a contract or purchase order pursuant to the IFB referenced above, it shall comply with the provisions of 5 GCA §5253, specifically that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services pursuant to the IFB while on government of Guam property, with the exception of public highways. If any employee is providing services on government property and is convicted subsequent to an award of a contract, then the bidder warrants that it will notify the Guam Department of Education ("GDOE") of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the bidder is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to the bidder to take corrective action. The bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the bidder fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

COMPANY NAME

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE/DATE

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.
GDOE Procurement Form 002

Appendix B-9



DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT
www.gdoe.net/procurement
500 MARINER AVENUE, SUITE A-13
BARRIGADA, GUAM 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001

INVITATION FOR BID - PROPRIETARY DATA DESIGNATION FORM

BID TITLE HERE

INVITATION FOR BID (IFB): 000-2018

Pursuant to 2 G.A.R. §3109(l)(2),

Bids and modifications shall be opened publicly in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids.

The opened bids shall be available for public inspection *except to the extent the bidder designates trade secrets or other proprietary data to be confidential* as set forth in 2 FAR 53109(l)(3).

Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 G.A.R. §3109(l)(3).

Bidders wishing to designate information as proprietary must clearly mark such sections within the bid and identify the corresponding sections and page numbers below and return this form with the bid.

I, _____, an authorized representative of _____, hereby request that the sections and page numbers listed below of the bid submitted in response to GDOE IFB No. 000-2018 be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: _____

Signature

Title:

Company:

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.
GDOE Procurement Form 004

Appendix B-10

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LOCAL PROCUREMENT PREFERENCE APPLICATION

Based on the law stipulated below, please place a check or mark an "x" on the (1-4) block indicating the section that applies to your business:

5GCA, Chapter 5, Section 5008 titled "Policy in Favor of Local Procurement" of the Guam Procurement Law and the Department of Education Procurement Regulations Section 1.7 States that all procurement of supplies and services shall be made from among business licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150,000), whichever is less, of supplies and items of a similar nature to those being sought; or
- 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nation's previously comprising the Trust Territory of the Pacific Islands.

Procurement of supplies and services from off-Guam may be made if no local agent for such supplies or services may be found on Guam or if the total cost F.O.B. job-site, unloaded, of procurement from off-island is not greater than eighty-five percent (85%) of the total cost F.O.B. job-site, unloaded, of the same supplies or services when procured from a local source. Justification for off-island procurement must be submitted in writing to the Superintendent of Education or his designee.

1. I, _____, representative for _____, have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. 000-2018. By filing in this information and placing my signature below, I understand that Guam Department of Education will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied for GDOE IFB No. 000-2018.
2. I, _____, representative for _____, have read the requirements of the law cited above and do not wish to apply for the Local Procurement Preference for GDOE IFB No. 000-2018.

Name: _____

Title: _____

Signature: _____

Tel #: _____

Address: _____

Fax #: _____

Email: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.
GDOE Procurement Form 005



Office of the Attorney General of Guam

NOTIFICATION OF PROCUREMENT OVER \$500,000

(FOR USE ONLY IF AGENCY HAS AN APPOINTED SAAG)

To: Office of the Attorney General

Attention: Deputy Attorney General, Solicitor Division

From: _____
[Agency Name]

Name of Attorney for Agency: _____

Type of Procurement: _____
[IFB, RFP, etc.]

Description of Procurement: _____

Project Number: _____

Funding Source: _____

ARRA: Yes No **If yes, federal agency:** _____

Procurement Officer (Print
Name)

Signature of Procurement Officer

Date: _____

Appendix B-12

DECLARATION RE COMPLIANCE WITH 5 GCA § 5150

I, _____, make this declaration on _____
(print name clearly) _____ (enter today's date)
regarding Procurement No. _____, and do hereby **certify under penalty of perjury** that:
(enter procurement no.)

(1) I am the procurement officer (Chief Procurement Officer; Director of Public Works; or head of a purchasing agency) for this procurement;

(2) I have caused an estimate to be made of the cost of the services or supplies being procured, and for which a contract will be entered into or a purchase order will be issued, whichever is appropriate as the case may be;

(3) My estimate of the total cost of the contract or purchase order, whichever is appropriate as the case may be, is (please check one):

less than \$500,000; or

\$500,000 or more;

(4) If the total estimated cost of the procurement is \$500,000 or more, I understand that I must be advised by legal counsel designated by the Attorney General (which may be an Assistant Attorney General or other legal counsel designated as Special Assistant Attorney General ("SAAG") under 5 GCA § 5150) during each and every phase of the procurement process, beginning with the planning stage and before any request for proposal or invitation to bid is issued or notice published, or before any sole source procurement or emergency procurement is undertaken;

(5) If the total estimated cost of the procurement is \$500,000 or more, I understand I may not proceed with any phase of the procurement unless I have been advised by an Assistant Attorney General or a SAAG to proceed;

(6) If the total estimated cost of the procurement is less than \$500,000 initially when the procurement is begun, but the total cost increases to \$500,000 or more at some later point in time, I understand I must contact the Attorney General's Office as soon as I become aware that the procurement will actually cost \$500,000 or more, and that I may not proceed further without the assistance of the Attorney General's Office or a SAAG; and

(7) I understand if I do not comply with the requirements of 5 GCA § 5150 and the Attorney General's Office or a SAAG has not acted as legal counsel during all phases of a procurement estimated to cost \$500,000 or more, the Attorney General or SAAG may disapprove the contract, or the procurement may be subject to cancellation, or any award, contract or purchase order made or entered into may be subject to termination.

(Declarant's Signature)

APPENDIX

C-1 THROUGH C-5

Appendix C-1

IFB: **XXX-2017**

IFB TITLE: **TITLE HERE**

OFFEROR'S NAME: **Name of Bidder Here**

ITEM	EVALUATION CRITERIA	MAXIMUM POINTS	RATING	COMMENTS
a.	Work Plan. The plan for performing the required services, including understanding of the project's potential problems and/or any special concerns, the reasonableness and practicality of the plan for providing the required services;	25		
b.	Firm Capacity and Ability. The capacity and ability of the Bidder to perform the duties identified in the scope of services, the degree of confidence GDOE can have in the Bidder's technical ability to actually deliver the proposed services;	35		
c.	Adequacy of Firm Resources. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be available at the time of contracting, the functionality of the proposed FMIS; and	25		
d.	Past Performances and Client References. The record and quality of past performance of similar work, including clientele/references input regarding the level of customer satisfaction with similar relationships.	15		
	TOTAL	100		
Additional Comments: _____				

Evaluator Name: _____		Title: _____	Date: _____	
SIGNATURE: _____				

Appendix C-2



JON J.P. FERNANDEZ
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**
www.gdoe.net/procurement
501 Mariner Avenue
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Barrigada, Guam 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

NON-COLLUSION AND CONFIDENTIALITY FORM

I, _____, an evaluator of the following project:

Project Name: TITLE HERE

IFB Number: IFB XXX-2018 (IFB NUMBER HERE)

Hereby affirm that as an evaluator of the aforementioned project, the evaluation I will provide is genuine and not collusive or sham; and, that none of the bidders of the aforementioned project have colluded, conspired, connived or agreed, directly or indirectly, with me or any of my immediate family, to put in a sham submittal or conspired in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with me or any of my immediate family members to profit or to secure any advantage against the Government of Guam in the proposed contract.

I further affirm that all information related to this evaluation shall be kept confidential until such time that the Guam Department of Education has determined to publicly announce the results.

I certify that to the best of my knowledge that the aforementioned statements are true and correct. It is understood that any willful misrepresentation or fraud are subject to applicable penalties.

Signature of Evaluator

Date

Appendix C-3



JON J.P. FERNANDEZ
Superintendent of Education

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Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

IFB XXX-2018
TITLE HERE
DATE HERE
TIME HERE

EVALUATIONS
SIGN-IN SHEET

PRINT NAME	TITLE / DIVISION / AGENCY	CONTACT NO. / EMAIL	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Appendix C-4



JON J.P. FERNANDEZ
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**
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 Barrigada, Guam 96913
 Telephone: (671) 475-0438/Fax: (671) 472-5001
 Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

IFB XXX-2018

TITLE HERE

DATE HERE

TIME HERE

EVALUATIONS TALLY AND CONCURRENCE SHEET

EVALUATOR	NAME OF BIDDER NO. 1	NAME OF BIDDER NO. 2	NAME OF BIDDER NO. 3
1.			
2.			
3.			
4.			
5.			
TOTAL			
FINAL RATING: <u>Acceptable</u> , <u>Potentially Acceptable</u> , or <u>Unacceptable</u>			

EVALUATION CONCURRENCE

Please sign and date below affirming your concurrence with the Evaluations for IFB XXX-2018, Title Here.

Evaluator's Signature / Date

PROCUREMENT OFFICIAL

Signature / Date

Appendix C-5

REQUEST FOR CONTRACT EXTENSION OR RENEWAL

CONTRACT TITLE: **AGREEMENT BETWEEN GUAM DEPARTMENT OF EDUCATION AND _____**
FOR SERVICES PURSUANT TO _____;

END DATE OF CURRENT TERM: _____

CONTRACTOR/VENDOR: _____

END USER: _____

CONTRACT EXTENSION

CONTRACT RENEWAL

Please provide detailed answers to the following:

1. Is the Contract currently in its first term? If not, provide a copy of all previous renewals.

2. Does the Contract allow for an extension or renewal? Cite Contract section.

3. What is the justification for the contract extension/renewal?

4. Has Vendor agreed to renewal or extension?

5. For extension: how much additional time is required to perform services?

6. Has vendor performance been documented as satisfactory or unsatisfactory?

7. Will price change as a result of extension or during renewal term?

END USER

DATE