

**INVITATION FOR BID**  
**SIDEWALK CLEANING**  
**GVB IFB NO. 2019-006**

**AMENDED 9-26-19**  
**BY ADDENDUM NO. 1**



| GUAM VISITORS BUREAU<br>INVITATION FOR BID  |  |
|---|--|
| IFB Number:<br><b>GVB IFB NO. 2019-006</b>  | IFB Title:<br><b>SIDEWALK CLEANING</b>   |
| IFB Due Date and Time:<br><b>October 18, 2019; 3:00 p.m. ChST</b>   | Number of Pages: 55; affidavits and forms included in this package.  |
| ISSUING AGENCY INFORMATION  |  |
| GUAM VISITORS BUREAU  | Issue Date: September 24, 2019   |
| Ms. Pilar Laguaña<br>President and CEO  | 401 Pale San Vitores Road<br>Tumon, Guam 96913<br>Phone: (671) 646-5278<br>Fax: (671) 646-8861<br>Website: <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a>  |
| INSTRUCTIONS TO BIDDERS   |  |
| Delivery of Bid<br><br><i>By U.S. Mail or Deliver Only to the attention of:</i><br><br>Ms. Pilar Laguaña<br>President and CEO<br>Guam Visitors Bureau<br>401 Pale San Vitores Road<br>Tumon, Guam 96913 | Mark Face of Envelope/Package:<br><br><b>SIDEWALK CLEANING</b><br>IFB Number: GVB IFB #2019-006<br>IFB Due Date: <b>October 18, 2019; 3:00 p.m. ChST</b><br><br>Special Instructions:<br><br>Please process proposal submission in accordance with Sections 4 and 5 of the Notice/Instructions to Bidders. |
| BIDDERS MUST COMPLETE INFORMATION BELOW AND RETURN THIS COVERSHEET WITH IFB RESPONSE  |  |
| Bidder Name/Mailing Address:  | Authorized Bidder Signatory:<br><br>(PLEASE PRINT NAME AND SIGN IN INK)  |
| Bidder Title:   | Bidder Email Address:  |
| Bidder Telephone Number:  | Bidder FAX Number:   |



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**BIDDER'S IFB CHECKLIST**

The 10 Most Critical Things to Keep in Mind When Responding to an IFB for GVB

1.  **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements.
2.  **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the IFB and is an excellent source of information for any questions you may have.
3.  **Attend the pre-bid conference.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GVB of any ambiguities, inconsistencies, or errors in the IFB.
4.  **Take advantage of the "question and answer" period.** Submit your **written** questions to the procurement officer by the due date listed in the Invitation for Bid and view the answers given. Should an addendum be required, GVB will issue a formal "addendum" for the IFB. All addenda issued for an IFB are posted on GVB's website.
5.  **Follow the format required in the IFB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6.  **Provide complete answers/description.** Read and answer **all** questions and requirements. Don't assume GVB or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GVB. The bids are evaluated based solely on the information and materials provided in your response.
7.  **Use the forms provided, i.e., cover page, "ALL" Affidavit forms, etc.**
8.  **Check the GVB website for IFB addenda.** Before submitting your response, check the GVB website at [www.guamvisitorsbureau.com](http://www.guamvisitorsbureau.com) to see whether any addenda were issued for the IFB. If so, you must submit a signed copy of the addendum for each addendum issued along with your IFB response.
9.  **Review and read the IFB document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10.  **Submit your response on time.** Note all the dates and times listed in the Invitation for Bid and within the document. Be sure to submit all required items on time. Late bid responses are **never** accepted.

*This checklist is provided for assistance only and should not be submitted with the Bidder's Response.*

**SECTION I INVITATION FOR BID**

**SIDEWALK CLEANING  
GVB IFB 2019-006**

The Guam Visitors Bureau ("GVB"), a public, non-stock, non-profit, membership corporation, will receive sealed bids from qualified businesses for the **SIDEWALK CLEANING** project according to the following schedule:

|   |   |
|---|---|
| September 24, 2019  | Bid Documents (USB format) available at GVB office or via the GVB website |
| <b>September 30, 2019; 10:00 a.m.</b>                           | Pre-Bid Conference; Power Point Presentation; GVB Main Conference Room.   |
| <b>October 3, 2019; 5:00 p.m.</b>                               | Deadline to submit written questions                                      |
| <b>October 7, 2019</b>  | GVB response to questions   |
| <b>Friday, October 18, 2019; 3:00 p.m. ChST</b>                 | Deadline to submit bids; IFB bid opening                                  |
| Determination of Lowest Responsible and Most Responsive Bidder. | After Certification of Abstract & Administrative Review.                  |

The **Invitation for Bid** package can be **downloaded at no cost** from GVB's website at [www.guamvisitorsbureau.com/news/ifbs](http://www.guamvisitorsbureau.com/news/ifbs) or obtained (in USB format) at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, 8:00 AM – 5:00 PM, Monday – Friday, excluding Guam holidays. A non-refundable \$25.00 fee is required for each packet picked up at the GVB office payable in US\$ cash, bank wire transfer or major credit card (Visa MasterCard, Discover, JCB).

**A Pre-Bid Conference is scheduled for MONDAY, SEPTEMBER 30, 2019 at 10:00 a.m. in the GVB Main Conference Room.** Questions, if any, should be made in writing to the President and CEO, which can be dropped off at the GVB office; emailed to [procurement@visitguam.org](mailto:procurement@visitguam.org); or sent by fax to 671-646-8861 according to the timeline provided in the IFB packet.

GVB hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit a response to this request for proposal and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

GVB reserves the right to reject any or all bids, solicit new bids, waive minor informalities or irregularities or award **GVB IFB 2019-006 SIDEWALK CLEANING** project in whole or in part. Except to the above person named, direct or indirect contact with the GVB Management or Staff, Board Member, or any person participating in the selection process is prohibited.

**Bid submission deadline is at 3:00 p.m. Chamorro Standard Time on Friday, October 18, 2019.** Immediately thereafter, all bid submissions will be opened and read aloud by the President and CEO in the GVB Main Conference Room. Award will be confirmed after bid analysis and verification of bid.

**/s/ PILAR LAGUAÑA**  
President and CEO





**SECTION II NOTICE/INSTRUCTIONS TO BIDDERS**

**1. DESCRIPTION OF WORK**

Project consists of furnishing all necessary labor, materials, equipment, tools and services for the SIDEWALK CLEANING project as generally described in the General Specifications (see Appendix A).

**2. PRE-BID CONFERENCE**

There is a pre-bid conference scheduled for **September 30, 2019 at 10:00 a.m.** in the GVB Main Conference Room.

**3. QUESTIONS AND INTERPRETATIONS**

Documents forming the contract are complementary and unitary and what is called for by one shall be as binding as if it were called by all and are intended to include all details of labor and material reasonably necessary for proper execution of the work. Questions concerning the Bid Documents shall be submitted in writing, via hand delivery, email to [procurement@visitguam.org](mailto:procurement@visitguam.org) or fax at (671) 646-8861, to the President and CEO. Replies will be issued to all bidders of record to the solicitation. Questions must be received at GVB no later than 3:00 p.m. on **October 3, 2019**.

**4. SEALED BIDS**

All bids for this project shall be enclosed in a sealed envelope marked "**Bid Proposal for SIDEWALK CLEANING**" and shall be submitted at the place and time indicated in the Invitation to Bid. A second sealed envelope marked "Bid Price" and containing the bid schedule shall also be included in the proposal package. (See Item #5 for submission requirements).

**5. BID PACKAGE SUBMITTAL ITEMS**

Under a COVER LETTER, bidder is required to complete and submit a bid package, in duplicate, containing the following items:

- a. Business/Contractor's License
- b. Completed Affidavits/Forms
- c. Equipment Data
- d. Staff Organizational Chart
- e. Project Reference List
- f. Past Performance Questionnaire\*

Bidder must submit its proposal on the forms furnished by GVB, if provided; otherwise, please add pages as necessary to comply with the requested information. All blank spaces on the Proposal Forms and Bid Schedule must be correctly filled in for each and every item where a quantity is given. In case of an error in the extension or prices, unit price will govern. A conditional or qualified bid is non-responsive and will not be accepted. The proposal signatory must initial all erasures or other changes in the proposal.

Bidder shall sign his proposal in the blank space provided therefor. If proposal is made by a partnership or corporation, name and address of the partnership or corporation shall be shown together with names and addresses of the partners or officers. If proposal is made by a partnership, it shall be signed by one of the partners; if made by a corporation, it shall be signed by one of the officers thereof.

Bidder shall send the *Past Performance Questionnaire\** to those companies in their project reference list. Each reference will be asked to complete and send their confidential response directly to [procurement@visitguam.org](mailto:procurement@visitguam.org) and *will be included as part of the bidder's submission during administrative review.*

**6. RIGHT TO ACCEPT AND REJECT BIDS**

GVB reserves the right in accordance with law and regulation and in its sole and absolute discretion, to reject any and all bids, or to accept that bid, if any, which in its sole and absolute judgment will, under all circumstances, best serve GVB's interests.

In the event that the successful bidder fails to execute contract upon his part, the GVB, after declaring the security deposit of such bidder forfeited, reserves the option to accept the bid of the second ranked bidder within ten (10) days from such default, in which case such acceptance shall have same effect as to such bidder as though he were the originally successful bidder.

**7. BID GUARANTEE**

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the amount of the bid, which may be a Bid Bond (form enclosed) certified check or cashier's check, made payable to Guam Visitor's Bureau. Attorneys-in Fact who sign bid bonds shall file with each bond a certified and effective dated copy of their Power of Attorney.

Such bid bond or check shall serve to guarantee:

- a. that the bidder shall not withdraw his bid for a period of 60 days after the scheduled closing time for the receipt of bids;
- b. that if his bid is accepted, he will enter into a formal contract with GVB, in accordance with the contract for work included as part of the Contract Documents. In the event of withdrawal of said bid within said period, or failure to enter into said contract, bidder shall be liable to GVB for the full amount of the bid guarantee as representing damage to the GVB on account of the default of the bidder in any particular case hereof.

Bid guarantee shall be returned to all except the three lowest bidders within three (3) days after formal opening of bids. Remaining Bid Bonds and check will be returned to the three lowest bidders within forty-eight (48) hours after GVB and the accepted Bidder have executed an intent to award the contract by the GVB.

A surety company holding a certificate of authority from the United States Secretary of Treasury or from a company acceptable to the GVB shall execute guarantee Bonds. Checks or money order submitted as a bid guarantee shall be made payable to the Guam Visitors Bureau.

8. **ALL OR NONE BIDS**

Only all or none bids will be accepted. Contractors that do not enter a bid amount for every bid item will be deemed non-responsive and their bids will not be accepted. Only one Contractor will be awarded the contract. Multiple or alternate bids will not be considered (2 GAR, Division 4 §§3102(d)).

9. **LATE BIDS AND MODIFICATIONS OF WITHDRAWALS**

Bids and modifications or withdrawals thereof received at GVB after the exact time set for opening of bids will not be accepted. Bids may be withdrawn by written request received from bidders prior to the time set for opening bids.

10. **LIQUIDATED DAMAGES**

It is understood and agreed that liquidated damages shall be assessed against the Contractor for non-performance in accordance with the Liquidated Damages clause in the contract.

11. **BID SECURITY**

The successful bidder shall be required to furnish a bid bond amounting to fifteen percent (15%) of the total bid submitted. See Section IV: Proposal for more detailed information.

12. **STATUTORY REQUIREMENTS**

The Contractor and any subcontractors employed in completion of the project shall comply with all applicable and Federal and local laws.

13. **NOTICE OF LOCAL PREFERENCE**

In accordance with 5 Guam Code Ann. §5008, please take notice that the Guam Visitors Bureau will apply a local preference to this procurement. Accordingly, bidder requesting such a preference should do so in writing and as part of their offer.

14. **NOTICE REGARDING SERVICE DISABLED VETERANS**

In accordance with 5 Guam Code Ann. §5011, please take notice that the Guam Visitors Bureau will apply a service-disabled veteran's preference to this procurement. Accordingly, bidders requesting such a preference should do so in writing, and as part of their offer.

15. **REPRESENTATION REGARDING GRATUITIES AND KICKBACKS**

(a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application,



request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor.

(b) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**16. PROHIBITION AGAINST CONTINGENT FEES**

(a) Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

(b) Representation of Contractor. Every person, before being awarded a territorial contract, shall represent, in writing, that such person has not retained anyone in violation of Subsection (a) of this Section. Failure to do so constitutes a breach of ethical standards.

**17. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES**

The bidder, offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

**18. DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT**

As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than fifteen percent (15%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership sole proprietorship or corporation which have been held by each such person during the twelve (12) month period.

In addition, affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or the bidder and shall also contain the amounts of

any such commission, gratuity or other compensation. Affidavit shall be open and available to the public for inspection and copying. All bidders are required to submit a current affidavit in the form attached disclosing required information. Failure to do so will mean disqualification and rejection of the bid.

**19. NON-COLLUSION AFFIDAVIT/CONFLICT OF INTEREST DISCLOSURES**

By submitting an offer, the bidder certifies that the price submitted was independently arrived at without collusion. Bidders must submit a non-collusion affidavit and conflict of interest disclosures in the form provided with this Invitation for Bids. Failure to submit said

affidavit and disclosures shall result in the bidder's proposal to be deemed non-responsive to this procurement.

**20. RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES**

The bidder must submit with their proposal an affidavit (see attached) acknowledging their responsibilities under Guam statute 5 Guam Code Ann. § 5253. Restriction Against

Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the bidder must affirm that:

1. that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and
2. that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

**21. CANCELLATION OF THIS INVITATION FOR BIDS**

Please take note that this Invitation for Bids may be cancelled as provided in Guam procurement law and Guam procurement rules and regulations. Prospective bidders are directed to review relevant law, statute and regulation, particularly 2 GAR, Div. 4 & Reg. §3115 and §3121(e)(1)(G).

**22. WAGE AND BENEFIT DETERMINATION**

(a) In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation 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.

(b) 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. 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.

**23. ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

Potential bidders are advised that this Invitation for Bids may, from time to time be altered or supplemented by amendments. Each and all such amendments must be acknowledged by the potential bidder. Failure to do so may result in an offer being deemed non-responsive.

**24. CONTRACT TERM**

The contract shall begin upon issuance of the Notice to Proceed and end upon completion of the project or on September 30, 2020. GVB reserves the option to renew the Agreement after completion of the initial term for up to an additional two (2) years, in one-year increments, subject to the agreement of both parties and availability of funds for each fiscal year.



**SECTION III GENERAL PROVISIONS**

**1. DEFINITIONS**

- a. The term “GVB” as used herein shall mean the Guam Visitors Bureau. The term “Bureau” as used herein shall mean the Guam Visitors Bureau.
- b. The term “Contracting Officer” as used herein shall mean the President and CEO of GVB, the person executing this Contract on behalf of the GVB and includes a duly appointed successor or authorized representative.
- c. The term “Contractor” shall mean the party (individual, corporation, joint venture, or
- d. partnership) who has entered into the Contract with the GVB.
- e. The term “Contract” shall mean the written agreement covering the performance of the project by the Contractor, including the furnishing of labor, materials and equipment in connection therewith. It shall include the invitation and solicitation, these general requirements and provisions, the notice to contractors, the bid, wage schedule, list of subcontractors, the award, the plans, the general specifications, the bond, any addendum and any written order. It shall also include all amendments to the Contract by supplemental agreement thereto in writing.
- f. “Project” shall mean the work to be performed as described in the general specifications.
- g. The term “Work” shall mean all equipment, materials, operations and incidental activities necessary for the completion of any part or all of the project.
- h. The term “Project Manager” shall mean the duly authorized representative of the Contracting Officer who is responsible for the administration of the Contract.

**2. PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the GVB, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal and local codes and regulations, in connection with execution of the work. He shall be similarly responsible for all damage to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project.

**3. CONDITIONS AFFECTING THE WORK**

Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to GVB.

GVB assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to execution of this Contract, unless such understanding or representations by GVB are expressly stated in the Contract.

**4. ADDITIONAL BOND SECURITY**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the GVB, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the GVB, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the GVB and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

**5. COVENANT AGAINST CONTINGENT FEES**

The contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**6. OFFICIALS NOT TO BENEFIT**

No member of the Government of Guam Legislature or the Governor of Guam shall be admitted to any share of this Contract, or to any benefit that may arise therefrom; but this provision shall be construed to extend to this Contract if made with a corporation for its general benefit.

**7. DISPUTES**

- a. All controversies between the GVB and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GVB in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the GVB does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.
- b. The GVB shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- c. Any such decision shall be final and conclusive, unless fraudulent, or: (i) the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam.
- d. The contractor shall comply with any decision of the GVB and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the GVB has made a written determination that continuation of work under the contract is essential to the public health and safety.



**8. CONTRACT AND BONDS**

If the successful bidder fails to satisfactorily execute the required forms of contract within the time established in the bid, the GVB may proceed to have the required work performed by contract or otherwise, and the bidder to whom the award was originally made shall be liable for any excess cost to the GVB and the bid guaranty shall be available toward offsetting such excess cost.

**9. WORKING HOURS**

Work shall be conducted during normal working hours Monday through Friday and should not exclude the possibility of working after hours and on weekends.

**10. FEES AND CHARGES**

Contractor shall obtain and pay all fees and charges for connections to outside services and for the use of property outside of the work site.

**11. FEDERAL AND TERRITORY OF GUAM TAXES**

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal and local taxes and duties.

**12. ACCIDENT PREVENTION – PUBLIC SAFETY**

In performance of the Contract, Contractor shall comply with applicable provisions of the U.S Occupational Safety and Health Act (OSHA) and shall take all precautions necessary to protect persons and property.

**13. DISPUTES CONCERNING LABOR STANDARDS**

Dispute arising out of the Labor Standards provisions of this Contract shall be subject to the clause entitled “Disputes” of this Contract except to the extent such disputes involve classifications or wage rates, which questions shall be referred to the Contracting Officer.

**14. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specific requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop all other work and correct the deficiency. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

**15. INSURANCE – LIABILITY TO THIRD PERSONS**

The Contractor and his subcontractors shall procure thereafter maintain workmen’s compensation, builders’ risk, comprehensive general liability (bodily damage), and fire and extended coverage insurance, with respect to performance under this Contract; provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form in such amounts, and for such periods of time as the Contracting Officer may, from time to

time, require or approve, and with insurers approved by the Contracting Officer.

- a. Automobile liability insurance in an amount not less than \$500,000 Combined Single Limit (CSL) for bodily injury or death per person and for damages to property for each occurrence.
- b. Comprehensive general liability insurance with minimum limits of \$1,000,000 Combined Single Limit (CSL) for bodily injury or death and for property damage per occurrence.
- c. Workmen's Compensation. Contractor shall take out adequate workmen's compensation insurance for all of the employees who will be engaged in work at the site of the project and in case any part of such Contractor's contract is sublet, the Contractor will require his subcontractor's employees who will be so engaged, unless the latter's employees are protected by the principal contractor's insurance.

The comprehensive general and automobile liability policies shall contain a provision worded as follows: The insurance company waives any right of Subrogation against the GVB, which may arise by reason of any payment under this policy.

When a subcontractor is utilized, Contractor shall procure and maintain during contract period, insurance coverage with same bodily injury and property damage liability limits specified above, covering accidents caused by actions of subcontractor or employees.

All of the insurance policy or policies herein prescribed shall be procured and maintained at no cost to the GVB and shall have the GVB named as additional insured; provided that, where the GVB may not be named as an insured under the rules applicable to any policy or

policies, the Contractor shall procure and maintain at no expense to the GVB contractor's protective insurance providing the GVB with the same coverage's and limits of liability as are required herein for the Contractor. A copy of such policy or policies shall be furnished to the GVB at the time prescribed in the contract documents. Such policy or policies shall contain an endorsement to the effect that the insuring company will notify GVB thirty (30) days prior to the effective date of any cancellation of such policy or policies or any change in their provisions.

**\*\*\* END OF GENERAL PROVISIONS \*\*\***



**SECTION IV PROPOSAL**

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

Gentlemen:

The undersigned (hereafter called the Bidder), a \_\_\_\_\_ (Corporation, Partnership or Individual) organized and/or licensed to do business under the laws of the Government of Guam hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the performance of the

**SIDEWALK CLEANING**

all in accordance with the Bid Documents for the prices stated in the itemized Bid Schedule forms attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized Bid Schedule forms attached hereto.

The undersigned has visited and inspected the location of the proposed work and reviewed the Bid Documents and is familiar with and knowledgeable of the local conditions at the place where the work is to be performed.

The individual **Bid Bond** attached, with our endorsement, in the sum of not less than fifteen percent (15%) of the amount of each Proposal, *is furnished to GVB as a guarantee that the Agreement will be executed* and a Performance Bond shall be furnished within fifteen (15) days after award of the Contract to the undersigned. In the event that this Proposal is accepted, and the undersigned bidder shall fail to execute the contract and furnish a satisfactory Performance Bond under the conditions and within the time specified in this Proposal, the Bid Bond shall be forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.



If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of Agreement included as one of the Contract Documents, and to furnish a **Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount**, within fifteen (15) days after receipt of such notice.

If awarded the Contract, the undersigned agrees to perform the work for the duration of the contract period and any extensions thereto upon commencement of the contract time as defined in the Contract.

The undersigned understands that the GVB reserves the right to reject any or all Bids or to waive any informality or technicality in any Bid in the interest of the GVB. All required affidavits and forms are included in this bid proposal.

RESPECTFULLY SUBMITTED BY:

\_\_\_\_\_  
(CONTRACTOR)





---

(BY)

---

(TITLE)

---

(BUSINESS ADDRESS)

---





**SECTION V BID FORM**

PROJECT: **SIDEWALK CLEANING**

TO: President and CEO  
Guam Visitors Bureau  
Tumon, Guam

Dear Sir:

The undersigned bidder, having examined all pertinent Contract Documents relating to Invitation for Bid Number 2019-006, proposes to provide all labor, materials, equipment, tools, appliances, transportation, storage and items incidental to completing all work based on the Proposal and Bid Schedule consisting of the combination of lump sum and unit price items for the following sum of:

Performance as per Bid Documents and Bid Schedule for one year (Base Bid):

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).  
(TOTAL OF MATERIALS AND LABOR AND ALL OTHER COSTS)

Bidder hereby further agrees to commence work under this Contract on the date specified in the written "Notice to Proceed" by GVB and to fully complete the work designated for performance within the time stipulated in the Contract Documents. Bidder further agrees to pay liquidated damages in accordance with the Liquidated Damages section of the General Provisions.



By submission of this bid, each bidder and each person signing on behalf of any bidder and in the case of a joint bid each party thereto certified as to its own organization, certifies and affirms as true to the best of his knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any other matter relating to such prices with any other bidder or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- c. That if the product of the UNIT PRICE bid by the number of units does not equal the total amount named by a bidder of any item, it will be assumed that the error was made in computing the product of the unit price and the number of units. The named UNIT PRICE alone will be considered as representing the bidder's intention and the total amount bid on such item shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- d. All matters for this project of which there is not a special item in the Bid Schedule, shall be considered incidental to and included in the Contractor's bid on any items in the Bid Schedule, as the bidder sees fit.







This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Dated: \_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_





**SECTION VI BID BOND**

KNOW all men by these presents, that we

\_\_\_\_\_ (Name of Contractor)  
as Principal, and

\_\_\_\_\_ (Name of Surety)

as surety are held and firmly bound unto the Guam Visitors Bureau, hereinafter called the GVB, in the penal sum of \_\_\_\_\_ dollars, lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_ for the **SIDEWALK CLEANING**.

THE BID BOND will remain in effect until such time as GVB awards the contract.

In Witness Thereof, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charged,

\$ \_\_\_\_\_  
(The above must be filled in by corporate surety)

IN PRESENCE OF:

\_\_\_\_\_ (SEAL)  
(Individual Principal)

\_\_\_\_\_ (Business Address)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (SEAL)  
(Individual Principal)

\_\_\_\_\_ (Business Address)

\_\_\_\_\_ (Address)





Attest:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

AFFIX CORPORATE SEAL

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

AFFIX CORPORATE SEAL

By: \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_ secretary of the corporation named as principal in the within  
bond; that \_\_\_\_\_, who signed the said bond on behalf of the  
principal was then \_\_\_\_\_

\_\_\_\_\_ of said corporation; that I know his signature, and his signature thereon is genuine; and that said  
bond was duly signed, sealed and attested for and in behalf of said corporation by authority of  
its governing body.

\_\_\_\_\_  
(CORPORATE SEAL)





**SECTION VII AFFIDAVITS/FORMS**

- 1: Affidavit re Non-Collusion**
- 2: Affidavit re Major Shareholder Disclosure**
- 3: Affidavit re Special Provisions**





**AFFIDAVIT re NON-COLLUSION**

RFP No. GVB RFP 2019-006

Type of Service Being Offered: \_\_\_\_\_

Name of Offeror (Firm or Individual): \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

SS.

CITY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn,  
deposes and says:

That he/she is \_\_\_\_\_ ( the respondent, a partner of the respondent, an officer of the respondent) making the foregoing identified bid or proposal; that such bid or proposal is genuine and not collusive or a sham; that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any other respondent or person, to put in a sham proposal or to refrain from making an offer, and 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 respondent or of any other respondent, or to fix any overhead, profit or cost element of said proposal price of respondent or of that of any other respondent, or to secure any advantage against the Government of Guam or any other respondent, or to secure any advantage against the Government of Guam or any person interested in the proposed contract; and that all statements in this affidavit and proposal are true.

\_\_\_\_\_  
Signature of individual if Offeror is a sole Proprietorship;  
Partner, if the Offeror is a Partnership; Officer, if the Offeror is a  
Corporation.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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







**AFFIDAVIT re MAJOR SHAREHOLDER DISCLOSURE**

RFP No. GVB RFP 2019-006

Name of Offeror (Firm or Individual): \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

SS.

CITY OF \_\_\_\_\_ )

1. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the undersigned and that

*[please check one]:*

The respondent is an individual or sole proprietor and owns the entire interest in the Offeror's company.

The respondent is a corporation, partnership, joint venture, or association, and the persons, companies, partners, or joint ventures that have held more than 10% of the shares or interest in the Offeror's business for the twelve months preceding the submission of this proposal are as follows *[if none, please so state]*:

| <u>Name</u> | <u>Address</u> | <u>% of Shares of Interest Held</u> |
|-------------|----------------|-------------------------------------|
|-------------|----------------|-------------------------------------|

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

| <u>Name</u> | <u>Address</u> | <u>Compensation</u> |
|-------------|----------------|---------------------|
|-------------|----------------|---------------------|

3. 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 to personally to update the disclosure required by 5 GCA § 5233 by delivering another affidavit to the government.

\_\_\_\_\_  
Signature of individual if Offeror is a sole Proprietorship; Partner, if the Offeror is a Partnership; Officer, if the Offeror is a Corporation.

**SUBSCRIBED AND SWORN** to before me this \_\_day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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



## **AFFIDAVIT re SPECIAL PROVISIONS**

RFP No. GVB RFP 2019-006

Name of Offeror (Firm or Individual): \_\_\_\_\_

If a contract for services is awarded to the bidder or Offeror, then the service provider must warrant that they will comply with the following laws and regulations identified in item 23 of Section IV of the RFP:

1. The Offeror should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Offeror will in any way serve to modify the provision of the contract.

2. **Prohibition Against Gratuities and Kickbacks**

The Offeror duly represents that he or she has not violated, is not violating, and will not violate the prohibition against gratuities and kickbacks set forth in the Guam procurement law as follows (2 G.A.R., Div. 4, Chap. 11, §11107(3)) :

*It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.*

3. **Ethical Standards**

The Offerors shall duly represents that he, she, they or it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set forth in the Guam procurement laws and regulations pertaining to ethics in public contracting. (2 G.A.R., Div. 4, Chap. 11, §11103(b))

4. **Covenant Against Contingent Fees**

The Offeror warrants that no person was retained for a commission, percentage, brokerage, or contingent fee to solicit or secure any resultant contract upon agreement. Breach of this warranty shall give [Entity Name] the right to terminate the contractor, or at its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the contractor for the purpose of securing business. (2 G.A.R., Div. 4, Chap. 11, §11108(f) and (h))

5. **Wage Determination Established and Benefits**

The Offeror has read and understand the provisions of 5 GCA §5801 and §5802, which read:

- a. §5801. Wage Determination Established.
  - i. 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.
- b. 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.
- c. §5802. Benefits.
  - i. 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.
- d. That the Offeror is in full compliance with 5 GCA §5801 and §5802, as may be applicable to the procurement referenced herein;
- e. That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS-Please attach Appendix C!*]

6. **Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.** (§5253 of Title 5 Guam Code Annotated)

- a. No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- b. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another



jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

- c. Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in §5253(b).
- d. Any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority."

\_\_\_\_\_  
Signature of individual if Offeror is a sole Proprietorship; Partner, if the Offeror is a Partnership; Officer, if the Offeror is a Corporation.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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





**SECTION VIII AUTHORIZED CONTACT**

AUTHORIZED CONTACT FOR CONTRACT

IFB NUMBER: GVB IFB 2019-006

|                  |  |
|------------------|--|
| NAME             |  |
| TITLE            |  |
| COMPANY          |  |
| MAILING ADDRESS  |  |
| TELEPHONE NUMBER |  |
| FACSIMILE NUMBER |  |
| EMAIL            |  |





**APPENDIX A  
GENERAL SPECIFICATIONS**

**OVERVIEW - SCOPE OF WORK - TECHNICAL SPECIFICATIONS**

**Overview:**

This project is the annual cleaning of sidewalks along Pale San Vitores Road from the Bishop Flores Rotunda to the Lotte Hotel and specified lateral and feeder streets. Unless otherwise noted, the approximate square footage provided for each segment includes both sides of the street.

The segments are described as follows:

|   |                     |
|---|---------------------|
| Hilton Hotel Intersection to Lotte Hotel  | 228,000 Square Feet |
| Hilton Hotel Intersection to Bishop Flores Rotunda  | 10,000 Square Feet  |
| JFK Road – Route 1 to San Vitores   | 14,000 Square Feet  |
| Rivera Lane East to Japan Plaza/DFS   | 2,360 Square Feet   |
| North Side of Westin Intersection to Past Bayview   | 3,600 Square Feet   |
| South Side of Westin Intersection to Marine Drive (up to the 1 <sup>st</sup> power pole past the Yield sign approaching Marine Drive) | 9,600 Square Feet   |

The square footage provided is for guidance in pricing the project and does not reflect the exact square footage to be cleaned. Thus, the price per square yard unit cost shall be for overages should the guide quantities be less than the area to be cleaned. Over- and under-estimated quantities exceeding 15% may result in a total cost adjustment if a lump sum bid is submitted.

Sidewalk surfaces in the project area described above consist of broom-finished concrete, paver blocks, brick pavers, brick-patterned concrete and concrete curb headers and faces. Some isolated areas include minimal sections of asphaltic concrete surfaces.

**Scope of Work:**

The project consists of waterblasting the sidewalk and driveway surfaces along the project area as follows:

- **Waterblasting:**
  - (1) Sidewalks along the locations listed in Overview and Description above;
  - (2) Sidewalk curbs including curb faces to bottom of curb faces;
  - (3) Retaining walls (**EXCEPT** mural walls): Verona and Garden Villa
  - (4) Street furniture (concrete benches and trash bins and bollards).
- **Repairs:**
  - (1) Damaged sidewalks – Sidewalk repairs are being addressed by a separate contract. However, if within the judgement of GVB limited sidewalk repairs should be performed under this contract, they will be based on the scope of work plus contractor's force account.
  - (2) Retaining walls – Cosmetic repair work at retaining walls may be required under this contract. If directed the work will be based on the scope of work plus contractor's force account.

**Force Account.** For purposes of this contract, the term “force account” refers to the method of paying a contractor based on the cost of labor, equipment, and materials furnished, with consideration for overhead and profit. This provision is approved as per **Pricing of Adjustments including Force Account Work**, Section 109.06 of the Technical Specifications.

- **Equipment Requirements:**

- (1) Sidewalks: Waterblaster hydro scrubber
- (2) Curbside: Waterblaster wand
- (3) Splash screen during waterblasting activities.
- (4) Stand-by Water Source (See below)
- (5) All Contractor’s employees and employees of its sub-contractors on the jobsite must be fully equipped with required Personal Protective Equipment applicable to the activity being performed.

- **Construction Site Safety:**

Adherence to all applicable Occupational Safety and Health Administration requirements are the responsibility of the contractor. A responsible certified Safety Officer qualified for this type of work activity must be part of the Contractor’s project team.

Following is a partial listing of applicable OSHA jobsite safety standards and hazards anticipated to be encountered on the Project. This list is not intended to be a complete or all-encompassing tabulation of standards and hazards, but a reminder of the nature of the work being solicited.

Subpart C – General Safety and Health Provisions

Subpart E – Personal Protective and Life Saving Equipment: Eye and Face Protection

Subpart E – Personal Protective and Life Saving Equipment: Head Protection

Subpart L – Scaffolds General Requirements

Subpart L – Scaffolds: Aerial Lifts

Subpart M – Fall Protection In Place

Subpart M – Fall Protection Training Requirements

Subpart M – Fall Protection: Fall Protection Systems Criteria and Practices

Subpart X – Stairways and Ladders: Ladders

Subpart Z – Toxic and Hazardous Substances: Hazard Communication

- **Water Source:**

- (1) The Contractor must provide a standby water source. However, GVB will work with hotels and businesses for possible assistance in providing water at areas fronting their business establishments.

- **Permitting Requirements:**

The Contractor is required to obtain all licenses and permits for this work including but not limited to:

DPW Requirements: Highway Encroachment Permit

Guam Police Department: Clearance from the Guam Police Department for any Work Requiring Partial Traffic Movement Impedance

- **Work Procedure Sequence:**

- 1) Mobilization Requirements including work schedule submittal, permit and encroachment permit applications, insurance and bonding if required, and other administrative submittals.
- 2) Prepare all Signage, Barricades and Traffic Safety Warning Signs including "Sidewalk Closed" or "Sidewalk Detour" signs.
- 3) GVB will issue a notice to its membership and the Guam Hotel & Restaurant Association affected properties based on the submitted schedule. The Contractor will coordinate and obtain permission, through GVB, for any other matters involving private property.
- 4) Prior to waterblasting, Contractor and GVB shall ensure that removal of any weed growth in cracks and sidewalks is coordinated through GVB's landscaping Quality Assurance Inspector.
- 5) After waterblasting, contractor shall apply anti-mildew solution (Wet-n-Forget or approved equal by GVB) to sidewalks and curbs. Jobsite must be secured after the anti-mildew solution has cured.
- 6) Timing of application is important before the sidewalks become too hot. It is recommended to apply the anti-mildew solution no later than 10:30 AM or after 3:30 PM or on a cool, cloudy day. The surface should be no hotter than 95-100 degrees.
- 7) Properly dispose all debris collected during the waterblasting. Debris shall be brushed or swept away into the street drains or adjoining properties.

## **Technical Specifications:**

### **Section 109. — MEASUREMENT AND PAYMENT**

**109.01 Measurement of Work.** Take and record measurements and perform calculations to determine pay quantities for invoicing for work performed. Take or convert all measurements of work according to United States customary measure.

Unless otherwise specified, measure when the work is in place, complete, and accepted. Measure the actual work performed, except do not measure work outside the design limits or other adjusted or specified limits (staked limits). Measure structures to the lines shown on the plans or to approved lines adjusted to fit field conditions.

Take measurements as described in Subsection 109.02 unless otherwise modified by the Measurement Subsection of the Section controlling the work being performed.

Remeasure quantities if it has been determined that any portion of the work is acceptable but has not been completed to the lines, grades, and dimensions shown on the plans or established by GVB's Engineer.

Submit measurement notes to GVB's Engineer within 24 hours of completing the work. For ongoing work, submit measurement notes weekly. When work is not complete, identify the measurement as being an interim measurement. Submit the final measurement when the installation is completed. Measurement notes form the basis of the GVB's receiving report (see Subsection 109.08(d)). For lump sum items, submit documentation to support invoiced progress payment on a monthly basis.

Use an acceptable format for measurement records. As a minimum, include the following information in all records of measurement:

- (a) Project name and number;
- (b) Contract item number;
- (c) Date the work was performed;
- (d) Location of the work;
- (e) Measured quantity;
- (f) Calculations made to arrive at the quantity;
- (g) Supporting sketch and details as needed to clearly define the work performed and the quantity measured;
- (h) Names of persons measuring the work;
- (i) Identification as to whether the measurement is interim or final; and
- (j) Signed certification statement by the persons taking the measurements, performing the calculations, and submitting them for payment that the measurement and calculations are correct to the best of their knowledge and that the quantity being measured is subject to direct payment for the identified item under the contract.

**109.02 Measurement Terms and Definitions.** Unless otherwise specified, the following terms are defined as follows:

**(a) Acre.** 43,560 square feet. Make longitudinal and transverse measurements for area computations horizontally unless specified on the ground surface. Do not make deductions from the area computation for individual fixtures having an area of 500 square feet or less.

**(b) Contract quantity.** The quantity to be paid is the quantity shown in the bid schedule. The contract quantity will be adjusted for authorized changes that affect the quantity or for errors made in computing this quantity. If there is evidence that a quantity specified as a contract quantity is incorrect, submit calculations, drawings, or other evidence indicating why the quantity is in error and request, in writing, that the quantity be adjusted.

**(b) Cubic yard.**

**(1) Cubic yard in place.** Measure solid volumes by a method approved by GVB's Engineer or by the average end area method as follows:

(a) Take cross-sections of the original ground and use with design or staked templates or take other comparable measurements to determine the end areas. Do not measure work outside of the established lines or slopes.

(b) If any portion of the work is acceptable but is not completed to the established lines and slopes, retake cross-sections or comparable measurements of that portion of the work. Deduct any quantity outside the designated or staked limits. Use these measurements to calculate new end areas.

(c) Compute the quantity using the average end areas multiplied by the horizontal distance along a centerline or reference line between the end areas. Deduct any quantity outside the designed or staked limits.

**(2) Cubic yard in the hauling vehicle.** Measure the cubic yard volume in the hauling vehicle using three-dimensional measurements at the point of delivery. Use vehicles bearing a legible identification mark with the body shaped so the actual contents may be readily and accurately determined. Before use, mutually agree in writing on the volume of material to be hauled by each vehicle. Vehicles carrying less than the agreed volume may be rejected or accepted at the reduced volume.

Level selected loads. If leveling reveals the vehicle was hauling less than the approved volume, reduce the quantity of all material received since the last leveled load by the same ratio as the current leveled load volume is to the agreed volume. Payment will not be made for material in excess of the agreed volume.

Material measured in the hauling vehicle may be weighed and converted to cubic yards for payment purposes if the conversion factors are mutually agreed to in writing.

**(3) Cubic yard in the structure.** Measure according to the lines of the structure as shown on the plans except as altered by GVB's Engineer to fit field conditions. Make no deduction for the volume occupied by reinforcing steel, anchors, weep holes, piling, or pipes less than 8 inches in diameter.

**(4) Cubic yard by metering.** Use an approved metering system.

**(d) Each.** One entire unit. The quantity is the actual number of units completed and accepted.

**(e) Gallon.** The quantity may be measured by any of the following methods:

**(1)** Measured volume container.

**(2)** Metered volume. Use an approved metering system.

**(3)** Commercially-packaged volumes.

When asphalt material is measured by the gallon, measure the volume at 60 °F or correct the volume to 60 °F using recognized standard correction factors.

**(f) Hour.** Measure the actual number of hours ordered by GVB's Engineer and performed by the Contractor.

**(g) Linear foot.** As applicable, measure the work along its length from end-to-end; parallel to the base or foundation; along the top; along the front face; or along the invert. Do not measure overlaps.

**(h) Lump sum.** Do not measure directly. The bid amount is complete payment for all work described in the contract and necessary to complete the work for that item. The quantity is designated as "All." Estimated quantities of lump sum work shown in the contract are approximate.

**(i) M-gallon.** 1,000 gallons. Measure according to (e) above.

**(j) Mile.** 5,280 linear feet. Measure horizontally along the centerline of each roadway, approach road, or ramp.

**(k) Pound.** Measure according to Subsection 109.03. If sacked or packaged material is furnished, the net weight as packed by the manufacturer may be used.

**(l) Square foot.** Measure on a plane parallel to the surface being measured.

**(m) Square yard.** 9 square feet. Longitudinal and transverse measurements for area computations will be made horizontally. No deductions from the area computation will be made for individual fixtures having area of 9 square feet or less.

**(n) Station.** 100 linear feet. Measure horizontally along centerline or reference line of each roadway, approach road, or ramp.

**(o) Ton.** 2,000 pounds avoirdupois. Measure according to Subsection 109.03.

No adjustment in a contract unit price will be made for variations in quantity due to differences in the specific gravity or moisture content.

Use net-certified scale masses, or masses based on certified volumes in the case of rail shipments as a



basis of measurement subject to correction when asphalt material is lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt material is shipped by truck or transport, net-certified masses, subject to correction for loss or foaming, may be used for computing quantities.

When emulsified asphalt is converted from volume to mass, use a factor of 240 gallons per ton regardless of temperature.

When asphalt binder for asphalt concrete pavement is stored in tanks devoted exclusively to the project, base quantities on invoices. When asphalt binder for asphalt concrete pavement is not stored in tanks devoted exclusively to the project, or when the validity of the quantity requested for payment is in question, base quantities on the asphalt content determined by testing.

**109.03 Weighing Procedures and Devices.** This section not used.

**109.04 Receiving Procedures.** This section not used.

**109.05 Scope of Payment.** Payment for all contract work is provided, either directly or indirectly, under the pay items shown in the bid schedule.

**(a) Direct payment.** Payment is provided directly under a pay item shown in the bid schedule when one of the following applies:

**(1)** The work is measured in the Measurement Subsection of the Section ordering the work, and the bid schedule contains a pay item for the work from the Section ordering the work.

**(2)** The Measurement Subsection, of the Section ordering the work, references another Section for measuring the work and the bid schedule contains a pay item for the work from the referenced Section.

**(b) Indirect payment.** Work for which direct payment is not provided is a subsidiary obligation of the Contractor. Payment for such work is indirectly included under other pay items shown in the bid schedule. This includes instances when the Section ordering the work references another Section for performing the work and the work is not referenced in the Measurement Subsection of the Section ordering the work.

Compensation provided by the pay items included in the contract bid schedule is full payment for performing all contract work in a complete and acceptable manner. All risk, loss, damage, or expense arising out of the nature or prosecution of the work is included in the compensation provided by the contract pay items.

Work measured and paid for under one pay item will not be paid for under any other pay item.

The quantities shown in the bid schedule are approximate unless designated as a contract quantity. Limit pay quantities to the quantities staked, ordered, or otherwise authorized before performing the work. Payment will be made for the actual quantities of work performed and accepted or material furnished according to the contract. No payment will be made for work performed in excess of that staked, ordered, or otherwise authorized.

**109.06 Pricing of Adjustments Including Force Account Work.** Determine all costs according to the contract cost principles and procedures of FAR Part 31. Follow the requirements of all FAR clauses providing for an equitable price adjustment.



If agreement on price cannot be reached, GVB may determine the price unilaterally.

If the work will delay contract completion, request a time extension outlining the reasons and justification including an updated project schedule showing the work and subsequent delay.

**(a) Proposal.**

**(1) General.** Submit a written proposal for each line item of the work or a lump sum for the total work. Identify the major elements of the work, the quantity of the element, and its contribution to the proposed price. Provide further breakdowns if requested by GVB's Engineer. When price is based on actual costs (e.g., cost-plus-fixed-fee), profit is based on the estimated cost of the work and may not exceed the statutory limit of 10 percent of the total cost. Due to the limited risk in this type of pricing arrangement, a lower profit percentage may be indicated.

**(2) Data.** Submit information as requested by GVB's Engineer to the extent necessary to permit GVB's Engineer to determine the reasonableness of the proposed price.

**(3) Cost or pricing data.** When the contract modification exceeds the amount indicated in FAR Clause 52.214-27 Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding, or FAR Clause 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications, submit cost or pricing data.

Provide cost or pricing data, broken down by individual work item, for the Contractor and each major subcontractor. Include the information required by (b)(1) and (b)(2) below. When cost or pricing data is submitted before all or most of the work is performed, submit material and subcontractor quotes, anticipated labor and equipment usage, and anticipated production rates. Provide data for all proposed increases or decreases to the contract price.

Submit with the cost or pricing data a written proposal for pricing the work according to (1) above. See Table 15-2 following FAR Subpart 15.4 for guidance.

Upon completion of negotiations, certify the cost or pricing data as being accurate, complete, and current as of the date the agreement was reached.

**(b) Postwork pricing.** When negotiating the price of additional or changed work after all or most of the work has been performed, furnish the following:

**(1) Direct costs.**

(a) Material. Furnish invoices showing the cost of material delivered to the work.

(b) Labor. Show basic hourly wage rates, fringe benefits, applicable payroll costs (i.e., FICA, FUTA, worker's compensation, insurance, and tax levies), paid subsistence, and travel costs for each labor classification and foreman employed in the adjusted work.

(c) Equipment. Provide a complete descriptive listing of equipment including make, model, and year of manufacture. Support rented or leased equipment costs with invoices. Determine allowable ownership and operating costs for Contractor- and subcontractor-owned equipment as follows:

(1) Use actual equipment cost data when such data can be acceptably determined from the Contractor's or subcontractor's ownership and operating cost records.

(2) When actual costs cannot be determined, use the rates shown in Construction Equipment Ownership and Operating Expense Schedules (CEOES) published by the U.S. Army Corps of Engineers for Guam. This document is available from the Superintendent of Documents, U.S. GVB Printing Office, Washington, D.C. 20402-9325. Adjust the rates for used equipment and for other variable parameters used in the schedules.

(3) Compute proposed standby costs from acceptable ownership records or when actual costs cannot be determined, according to CEOES. Do not exceed 8 hours in any 24-hour period or 40 hours in any calendar week. Do not include standby for periods when the equipment would have otherwise been in an idle status or for equipment that was not in operational condition.

(d) **Other direct costs.** Furnish documentation or invoices to support any other direct costs incurred that are not included above (e.g., bonds, mobilization, demobilization, permits, royalties, etc).

(e) **Production rates.** Provide actual hours of performance, on a daily basis, for each labor classification and for each piece of equipment.

(f) **Subcontract costs.** Provide supporting data as required above.

**(2) Overhead.** Identify overhead rate(s) and provide supporting data, which justifies the rate(s). List the types of costs, which are included in overhead. Identify the cost pool(s) to which overhead is applied. Apply the overhead to the appropriate pool. Limit Contractor overhead applied to subcontractor payments to 5 percent of such payments unless a higher percentage is justified.

**(3) Profit.** Except when precluded by the FAR, include a reasonable profit reflecting the efficiency and economy of the Contractor and subcontractors in performing the work, the contract risk type, the work difficulty, and management effectiveness and diversity.

For work priced after all or most of the work is performed, profit is limited by statute to 10 percent of the total cost. Due to the limited risk in post-work pricing, a lower profit percentage may be indicated.

**109.07 Eliminated Work.** Follow the requirements of FAR Clause 52.243-4 Changes.

Work may be eliminated from the contract without invalidating the contract. The Contractor is entitled to compensation for all direct costs incurred before the date of elimination of work plus profit and overhead on the direct incurred costs. Anticipated profit and overhead expense on the eliminated work will not be compensated.

**109.08 Progress Payments.** Follow the requirements of FAR Clauses 52.232-5 Payments under Fixed-Price Construction Contracts and 52.232-27 — Prompt Payment for Construction Contracts.

**(a) General.** Only invoice payments will be made under this contract. Invoice payments include progress payments made monthly as work is accomplished and the final payment made upon final acceptance. Only one progress payment will be made each month. No progress payment will be made in a month in which the work accomplished results in a net payment of less than \$1,000. Full or partial progress payment will be withheld until a construction schedule or schedule update is submitted to, and accepted by, GVB's Engineer.

**(b) Closing date and invoice submittal date.** The closing date for progress payments will be designated by GVB's Engineer. Include work performed after the closing date in the following month's invoice. Submit invoices to the designated billing office.

**(c) Invoice requirements.** Submit the invoice to the GVB's designated billing office. Include the following items in the invoice:

**(1)** The information required in FAR Clause 52.232-27(a)(2)(i) through (a)(2)(xi).

**(2)** A tabulation of total quantities and unit prices of work accomplished or completed on each pay item as of the monthly closing date. Do not include any quantities unless field note documentation for those quantities was submitted by the closing date. Do not include quantities of work involving material for which test reports required under Sections 153 or 154 or certifications required by Subsection 106.03 are, or will be, past due as of the closing date.

**(3)** The certification required by FAR Clause 52.232-5(c) and, if applicable, the notice required by FAR Clause 52.232-5(d). Provide an original signature on the certification. Facsimiles are not acceptable.

**(4)** If applicable, a copy of the notices that are required by FAR Clause 52.232-27(e)(5) and (g).

- (5) The amount included for work performed by each subcontractor under the contract.
- (6) The total amount of each subcontract under the contract.
- (7) The amounts previously paid to each subcontractor under the contract.
- (8) Adjustments to the proposed total payment that relate to the quantity and quality of individual items of work. Adjustments for the following may be made by the GVB after validation of the invoice:
- (a) Retent resulting from a failure to maintain acceptable progress;
  - (b) Retent resulting from violations of the labor provisions;
  - (c) Retent pending completion of incomplete work, other "no pay" work, and verification of final quantities;
  - (d) Obligations to the GVB such as excess testing cost or the cost of corrective work pursuant to FAR Clause 52.246-12(g); or
  - (e) Liquidated damages for failure to complete work on time.

**(d) GVB's receiving report.** The GVB's receiving report will be developed using the measurement notes received by GVB's Engineer and determined acceptable. Within 7 days after the closing date, GVB's Engineer will be available by appointment at the GVB's designated billing office to advise the Contractor of quantities and unit prices appearing on the GVB's receiving report.

**(e) Processing progress payment requests.** No payment will be made for work unless field note documentation for the work was provided by the closing date.

**(1) Proper invoices.** If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the Contractor's invoice agree with the corresponding quantities and unit prices shown on the GVB's receiving report, the invoice will be paid.

**(2) Defective invoices.** If the invoice does not meet the requirements of Subsection 109.08(c), or if any of the quantities or unit prices shown on the Contractor's invoice exceed the corresponding quantities and unit prices shown on the GVB's receiving report, the invoice is defective, and the Contractor will be notified according to FAR Clause 52.232-27(a)(2). Defective invoices will be returned to the Contractor within 7 days after receipt by the GVB's designated billing office. Correct and resubmit returned invoices. If the defects are minor, the Contractor may elect, in writing, to accept the quantities and unit prices shown on the GVB's receiving report for payment.

**(f) Partial payments.** Progress payments may include partial payment for material to be incorporated in the work, provided the material meets the requirements of the contract and is delivered on, or in the vicinity of, the project site or stored in acceptable storage places.

Partial payment for material does not constitute acceptance of such material for use in completing items of work. Partial payments will not be made for living or perishable material until incorporated into the project.

Partial payments for material will not exceed the lesser of:

- (1) 80 percent of the contract bid price for the item; or
- (2) 100 percent of amount supported by copies of invoices submitted.

The quantity paid will not exceed the corresponding quantity estimated in the contract.

**109.09 Final Payment.** Follow the requirements of FAR Clause 52.232-5 Payment under Fixed-Price Construction Contracts and FAR Clause 52.232-27 Prompt Payment for Construction.



Upon final acceptance and verification of final pay records, the GVB will send, by certified mail, a final voucher (SF 1034) and a release of claims document. Execute both the voucher and the release of claims, and return the documents to the GVB for payment. The date of approval by the GVB of the final voucher for payment constitutes the date of final settlement of the contract.

If unresolved claims exist or claims are proposed, reserve the right to the claims by listing a description of each claim and the amount being claimed on the release of claims document.

Failure to execute and return the voucher and release of claims document within 90 days after receipt shall constitute and be deemed execution of the documents and the release of all claims against the GVB arising by virtue of the contract. In this event, the day after 90 days from receipt constitutes the date of final settlement of the contract.



**APPENDIX B  
BID SCHEDULE**

**SIDEWALK CLEANING  
BID SCHEDULE**

| Item Description     | Unit        | Quantity | Unit Cost | Total |
|----------------------|-------------|----------|-----------|-------|
| Mobilization         | LUMP SUM    |          |           |       |
| Actual Cost Plus*    | PERCENT     | 1        |           |       |
| Waterblasting        | SQUARE FOOT | 267,560  |           |       |
| Anti-Mildew Solution | SQUARE FOOT | 200,000  |           |       |

\* Insert Cost Plus Percentage Quantity. This is for categories where work is under or exceeds 15% of total provided, for Force Account work such as sidewalk cosmetic repair.

Bid Unit Rates shall Include: Mobilization (per task – different from project mobilization), debris removal, traffic control and any related costs to complete work in strict compliance with the specifications, terms, and conditions set forth in the Scope of Work.

COMPANY NAME: \_\_\_\_\_



**APPENDIX C**

**U.S. Department of Labor  
Wage & Determination Listing**

|  |  |
|--|--|
| <p>"REGISTER OF WAGE DETERMINATIONS UNDER<br/>THE SERVICE CONTRACT ACT<br/>ADMINISTRATION<br/>By direction of the Secretary of Labor</p> | <p>U.S. DEPARTMENT OF LABOR<br/>EMPLOYMENT STANDARDS<br/><br/>WAGE AND HOUR DIVISION<br/>WASHINGTON D.C. 20210</p> |
| <p>Daniel W. Simms<br/>Director</p>  | <p>Division of<br/>Wage Determinations</p>   |

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|--|
| <p>Wage Determination No.: 2015-5694<br/>Revision No.: 9<br/>Date Of Last Revision: 08/02/2019</p> |
|--|

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

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

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

| OCCUPATION CODE - TITLE                                 | FOOTNOTE | RATE  |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations |          |       |
| 01011 - Accounting Clerk I                              |          | 13.57 |
| 01012 - Accounting Clerk II                             |          | 15.23 |
| 01013 - Accounting Clerk III                            |          | 17.04 |
| 01020 - Administrative Assistant                        |          | 19.48 |
| 01035 - Court Reporter                                  |          | 17.40 |
| 01041 - Customer Service Representative I               |          | 10.89 |
| 01042 - Customer Service Representative II              |          | 12.25 |
| 01043 - Customer Service Representative III             |          | 13.37 |



|  |       |
|--|-------|
| 01051 - Data Entry Operator I                    | 12.15 |
| 01052 - Data Entry Operator II                   | 13.25 |
| 01060 - Dispatcher Motor Vehicle                 | 14.37 |
| 01070 - Document Preparation Clerk               | 13.85 |
| 01090 - Duplicating Machine Operator             | 13.85 |
| 01111 - General Clerk I                          | 10.35 |
| 01112 - General Clerk II                         | 11.29 |
| 01113 - General Clerk III                        | 12.68 |
| 01120 - Housing Referral Assistant               | 19.39 |
| 01141 - Messenger Courier                        | 11.37 |
| 01191 - Order Clerk I                            | 12.57 |
| 01192 - Order Clerk II                           | 13.71 |
| 01261 - Personnel Assistant (Employment) I       | 15.95 |
| 01262 - Personnel Assistant (Employment) II      | 17.85 |
| 01263 - Personnel Assistant (Employment) III     | 19.89 |
| 01270 - Production Control Clerk                 | 21.78 |
| 01290 - Rental Clerk                             | 11.10 |
| 01300 - Scheduler Maintenance                    | 15.55 |
| 01311 - Secretary I                              | 15.55 |
| 01312 - Secretary II                             | 17.40 |
| 01313 - Secretary III                            | 19.39 |
| 01320 - Service Order Dispatcher                 | 12.73 |
| 01410 - Supply Technician                        | 19.48 |
| 01420 - Survey Worker                            | 15.26 |
| 01460 - Switchboard Operator/Receptionist        | 9.67  |
| 01531 - Travel Clerk I                           | 12.77 |
| 01532 - Travel Clerk II                          | 13.83 |
| 01533 - Travel Clerk III                         | 14.78 |
| 01611 - Word Processor I                         | 14.53 |
| 01612 - Word Processor II                        | 16.31 |
| 01613 - Word Processor III                       | 18.26 |
| 05000 - Automotive Service Occupations           |       |
| 05005 - Automobile Body Repairer Fiberglass      | 13.58 |
| 05010 - Automotive Electrician                   | 13.06 |
| 05040 - Automotive Glass Installer               | 12.10 |
| 05070 - Automotive Worker                        | 12.10 |
| 05110 - Mobile Equipment Servicer                | 10.27 |
| 05130 - Motor Equipment Metal Mechanic           | 13.71 |
| 05160 - Motor Equipment Metal Worker             | 12.10 |
| 05190 - Motor Vehicle Mechanic                   | 13.71 |
| 05220 - Motor Vehicle Mechanic Helper            | 10.12 |
| 05250 - Motor Vehicle Upholstery Worker          | 12.10 |
| 05280 - Motor Vehicle Wrecker                    | 12.10 |
| 05310 - Painter Automotive                       | 12.87 |
| 05340 - Radiator Repair Specialist               | 12.10 |
| 05370 - Tire Repairer                            | 11.44 |
| 05400 - Transmission Repair Specialist           | 13.61 |
| 07000 - Food Preparation And Service Occupations |       |
| 07010 - Baker                                    | 10.47 |



|  |       |
|--|-------|
| 07041 - Cook I                                       | 11.45 |
| 07042 - Cook II                                      | 13.33 |
| 07070 - Dishwasher                                   | 9.12  |
| 07130 - Food Service Worker                          | 9.34  |
| 07210 - Meat Cutter                                  | 11.86 |
| 07260 - Waiter/Waitress                              | 9.19  |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 16.40 |
| 09040 - Furniture Handler                            | 9.95  |
| 09080 - Furniture Refinisher                         | 16.40 |
| 09090 - Furniture Refinisher Helper                  | 12.06 |
| 09110 - Furniture Repairer Minor                     | 14.27 |
| 09130 - Upholsterer                                  | 16.40 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner Vehicles                             | 9.35  |
| 11060 - Elevator Operator                            | 9.29  |
| 11090 - Gardener                                     | 12.90 |
| 11122 - Housekeeping Aide                            | 9.29  |
| 11150 - Janitor                                      | 9.29  |
| 11210 - Laborer Grounds Maintenance                  | 9.74  |
| 11240 - Maid or Houseman                             | 9.22  |
| 11260 - Pruner                                       | 8.72  |
| 11270 - Tractor Operator                             | 11.80 |
| 11330 - Trail Maintenance Worker                     | 9.74  |
| 11360 - Window Cleaner                               | 10.37 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 17.77 |
| 12011 - Breath Alcohol Technician                    | 17.77 |
| 12012 - Certified Occupational Therapist Assistant   | 24.38 |
| 12015 - Certified Physical Therapist Assistant       | 24.38 |
| 12020 - Dental Assistant                             | 14.21 |
| 12025 - Dental Hygienist                             | 32.84 |
| 12030 - EKG Technician                               | 25.10 |
| 12035 - Electroneurodiagnostic Technologist          | 25.10 |
| 12040 - Emergency Medical Technician                 | 17.77 |
| 12071 - Licensed Practical Nurse I                   | 15.88 |
| 12072 - Licensed Practical Nurse II                  | 17.77 |
| 12073 - Licensed Practical Nurse III                 | 19.81 |
| 12100 - Medical Assistant                            | 12.26 |
| 12130 - Medical Laboratory Technician                | 18.82 |
| 12160 - Medical Record Clerk                         | 13.61 |
| 12190 - Medical Record Technician                    | 17.77 |
| 12195 - Medical Transcriptionist                     | 15.88 |
| 12210 - Nuclear Medicine Technologist                | 39.04 |
| 12221 - Nursing Assistant I                          | 11.03 |
| 12222 - Nursing Assistant II                         | 12.43 |
| 12223 - Nursing Assistant III                        | 13.54 |
| 12224 - Nursing Assistant IV                         | 15.22 |
| 12235 - Optical Dispenser                            | 17.77 |



|  |         |       |
|--|---------|-------|
| 12236 - Optical Technician                                   |         | 15.88 |
| 12250 - Pharmacy Technician                                  |         | 15.49 |
| 12280 - Phlebotomist   |         | 15.22 |
| 12305 - Radiologic Technologist                              |         | 22.69 |
| 12311 - Registered Nurse I                                   |         | 22.53 |
| 12312 - Registered Nurse II                                  |         | 27.56 |
| 12313 - Registered Nurse II Specialist                       |         | 27.56 |
| 12314 - Registered Nurse III                                 |         | 33.34 |
| 12315 - Registered Nurse III Anesthetist                     |         | 33.34 |
| 12316 - Registered Nurse IV                                  |         | 39.96 |
| 12317 - Scheduler (Drug and Alcohol Testing)                 |         | 22.01 |
| 12320 - Substance Abuse Treatment Counselor                  |         | 22.01 |
| 13000 - Information And Arts Occupations                     |         |       |
| 13011 - Exhibits Specialist I                                |         | 19.45 |
| 13012 - Exhibits Specialist II                               |         | 24.09 |
| 13013 - Exhibits Specialist III                              |         | 29.47 |
| 13041 - Illustrator I  |         | 19.45 |
| 13042 - Illustrator II                                       |         | 24.09 |
| 13043 - Illustrator III                                      |         | 29.47 |
| 13047 - Librarian  |         | 26.68 |
| 13050 - Library Aide/Clerk                                   |         | 15.48 |
| 13054 - Library Information Technology Systems Administrator |         | 24.09 |
| 13058 - Library Technician                                   |         | 16.64 |
| 13061 - Media Specialist I                                   |         | 17.38 |
| 13062 - Media Specialist II                                  |         | 19.45 |
| 13063 - Media Specialist III                                 |         | 21.67 |
| 13071 - Photographer I                                       |         | 17.38 |
| 13072 - Photographer II                                      |         | 19.45 |
| 13073 - Photographer III                                     |         | 24.09 |
| 13074 - Photographer IV                                      |         | 29.47 |
| 13075 - Photographer V                                       |         | 35.65 |
| 13090 - Technical Order Library Clerk                        |         | 18.74 |
| 13110 - Video Teleconference Technician                      |         | 17.38 |
| 14000 - Information Technology Occupations                   |         |       |
| 14041 - Computer Operator I                                  |         | 15.71 |
| 14042 - Computer Operator II                                 |         | 17.22 |
| 14043 - Computer Operator III                                |         | 19.19 |
| 14044 - Computer Operator IV                                 |         | 21.33 |
| 14045 - Computer Operator V                                  |         | 23.62 |
| 14071 - Computer Programmer I                                | (see 1) | 15.73 |
| 14072 - Computer Programmer II                               | (see 1) | 19.50 |
| 14073 - Computer Programmer III                              | (see 1) | 23.84 |
| 14074 - Computer Programmer IV                               | (see 1) |       |
| 14101 - Computer Systems Analyst I                           | (see 1) | 24.23 |
| 14102 - Computer Systems Analyst II                          | (see 1) |       |
| 14103 - Computer Systems Analyst III                         | (see 1) |       |
| 14150 - Peripheral Equipment Operator                        |         | 15.71 |
| 14160 - Personal Computer Support Technician                 |         | 21.33 |



|   |       |
|---|-------|
| 14170 - System Support Specialist                             | 21.24 |
| 15000 - Instructional Occupations                             |       |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)       | 24.23 |
| 15020 - Aircrew Training Devices Instructor (Rated)           | 29.32 |
| 15030 - Air Crew Training Devices Instructor (Pilot)          | 34.91 |
| 15050 - Computer Based Training Specialist / Instructor       | 24.23 |
| 15060 - Educational Technologist                              | 27.61 |
| 15070 - Flight Instructor (Pilot)                             | 34.91 |
| 15080 - Graphic Artist  | 20.47 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop                 | 34.91 |
| 15086 - Maintenance Test Pilot Rotary Wing                    | 34.91 |
| 15088 - Non-Maintenance Test/Co-Pilot                         | 34.91 |
| 15090 - Technical Instructor                                  | 17.65 |
| 15095 - Technical Instructor/Course Developer                 | 21.58 |
| 15110 - Test Proctor  | 13.87 |
| 15120 - Tutor   | 13.87 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations |       |
| 16010 - Assembler   | 9.78  |
| 16030 - Counter Attendant                                     | 9.78  |
| 16040 - Dry Cleaner   | 11.30 |
| 16070 - Finisher Flatwork Machine                             | 9.78  |
| 16090 - Presser Hand  | 9.78  |
| 16110 - Presser Machine Drycleaning                           | 9.78  |
| 16130 - Presser Machine Shirts                                | 9.78  |
| 16160 - Presser Machine Wearing Apparel Laundry               | 9.78  |
| 16190 - Sewing Machine Operator                               | 11.94 |
| 16220 - Tailor  | 12.44 |
| 16250 - Washer Machine  | 10.24 |
| 19000 - Machine Tool Operation And Repair Occupations         |       |
| 19010 - Machine-Tool Operator (Tool Room)                     | 16.40 |
| 19040 - Tool And Die Maker                                    | 20.61 |
| 21000 - Materials Handling And Packing Occupations            |       |
| 21020 - Forklift Operator                                     | 13.96 |
| 21030 - Material Coordinator                                  | 21.78 |
| 21040 - Material Expediter                                    | 21.78 |
| 21050 - Material Handling Laborer                             | 11.37 |
| 21071 - Order Filler  | 9.66  |
| 21080 - Production Line Worker (Food Processing)              | 13.96 |
| 21110 - Shipping Packer                                       | 14.47 |
| 21130 - Shipping/Receiving Clerk                              | 14.47 |
| 21140 - Store Worker I  | 14.48 |
| 21150 - Stock Clerk   | 20.34 |
| 21210 - Tools And Parts Attendant                             | 13.96 |
| 21410 - Warehouse Specialist                                  | 13.96 |
| 23000 - Mechanics And Maintenance And Repair Occupations      |       |
| 23010 - Aerospace Structural Welder                           | 20.69 |
| 23019 - Aircraft Logs and Records Technician                  | 16.09 |
| 23021 - Aircraft Mechanic I                                   | 19.70 |
| 23022 - Aircraft Mechanic II                                  | 20.69 |



|   |       |
|---|-------|
| 23023 - Aircraft Mechanic III   | 21.74 |
| 23040 - Aircraft Mechanic Helper  | 13.70 |
| 23050 - Aircraft Painter  | 18.50 |
| 23060 - Aircraft Servicer   | 16.09 |
| 23070 - Aircraft Survival Flight Equipment Technician                         | 18.50 |
| 23080 - Aircraft Worker   | 17.38 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I                      | 17.38 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II                     | 19.70 |
| 23110 - Appliance Mechanic  | 16.40 |
| 23120 - Bicycle Repairer  | 13.17 |
| 23125 - Cable Splicer   | 19.59 |
| 23130 - Carpenter Maintenance   | 15.10 |
| 23140 - Carpet Layer  | 15.33 |
| 23160 - Electrician Maintenance   | 18.05 |
| 23181 - Electronics Technician Maintenance I                                  | 15.33 |
| 23182 - Electronics Technician Maintenance II                                 | 16.40 |
| 23183 - Electronics Technician Maintenance III                                | 18.31 |
| 23260 - Fabric Worker   | 14.27 |
| 23290 - Fire Alarm System Mechanic  | 15.43 |
| 23310 - Fire Extinguisher Repairer  | 13.17 |
| 23311 - Fuel Distribution System Mechanic                                     | 17.46 |
| 23312 - Fuel Distribution System Operator                                     | 13.17 |
| 23370 - General Maintenance Worker  | 11.96 |
| 23380 - Ground Support Equipment Mechanic                                     | 19.70 |
| 23381 - Ground Support Equipment Servicer                                     | 16.09 |
| 23382 - Ground Support Equipment Worker                                       | 17.38 |
| 23391 - Gunsmith I  | 13.17 |
| 23392 - Gunsmith II   | 15.33 |
| 23393 - Gunsmith III  | 17.46 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic                     | 17.16 |
| 23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility) | 18.25 |
| 23430 - Heavy Equipment Mechanic  | 17.64 |
| 23440 - Heavy Equipment Operator  | 16.26 |
| 23460 - Instrument Mechanic   | 17.46 |
| 23465 - Laboratory/Shelter Mechanic   | 16.40 |
| 23470 - Laborer   | 11.37 |
| 23510 - Locksmith   | 16.40 |
| 23530 - Machinery Maintenance Mechanic  | 23.13 |
| 23550 - Machinist Maintenance   | 17.46 |
| 23580 - Maintenance Trades Helper   | 10.67 |
| 23591 - Metrology Technician I  | 17.46 |
| 23592 - Metrology Technician II   | 18.56 |
| 23593 - Metrology Technician III  | 19.66 |
| 23640 - Millwright  | 17.46 |
| 23710 - Office Appliance Repairer   | 16.40 |
| 23760 - Painter Maintenance   | 13.95 |
| 23790 - Pipefitter Maintenance  | 17.64 |
| 23810 - Plumber Maintenance   | 16.57 |
| 23820 - Pneudraulic Systems Mechanic  | 17.46 |





|   |       |
|---|-------|
| 23850 - Rigger  | 17.46 |
| 23870 - Scale Mechanic                                    | 15.33 |
| 23890 - Sheet-Metal Worker Maintenance                    | 16.09 |
| 23910 - Small Engine Mechanic                             | 15.33 |
| 23931 - Telecommunications Mechanic I                     | 19.01 |
| 23932 - Telecommunications Mechanic II                    | 19.76 |
| 23950 - Telephone Lineman                                 | 18.24 |
| 23960 - Welder Combination Maintenance                    | 17.92 |
| 23965 - Well Driller                                      | 17.46 |
| 23970 - Woodcraft Worker                                  | 17.46 |
| 23980 - Woodworker  | 13.17 |
| 24000 - Personal Needs Occupations                        |       |
| 24550 - Case Manager                                      | 14.54 |
| 24570 - Child Care Attendant                              | 10.09 |
| 24580 - Child Care Center Clerk                           | 12.58 |
| 24610 - Chore Aide  | 10.56 |
| 24620 - Family Readiness And Support Services Coordinator | 14.54 |
| 24630 - Homemaker   | 16.12 |
| 25000 - Plant And System Operations Occupations           |       |
| 25010 - Boiler Tender                                     | 17.46 |
| 25040 - Sewage Plant Operator                             | 19.63 |
| 25070 - Stationary Engineer                               | 17.46 |
| 25190 - Ventilation Equipment Tender                      | 12.06 |
| 25210 - Water Treatment Plant Operator                    | 19.63 |
| 27000 - Protective Service Occupations                    |       |
| 27004 - Alarm Monitor                                     | 10.90 |
| 27007 - Baggage Inspector                                 | 9.40  |
| 27008 - Corrections Officer                               | 12.05 |
| 27010 - Court Security Officer                            | 12.05 |
| 27030 - Detection Dog Handler                             | 10.90 |
| 27040 - Detention Officer                                 | 12.05 |
| 27070 - Firefighter                                       | 12.05 |
| 27101 - Guard I   | 9.40  |
| 27102 - Guard II  | 10.90 |
| 27131 - Police Officer I                                  | 12.05 |
| 27132 - Police Officer II                                 | 13.40 |
| 28000 - Recreation Occupations                            |       |
| 28041 - Carnival Equipment Operator                       | 12.79 |
| 28042 - Carnival Equipment Repairer                       | 13.97 |
| 28043 - Carnival Worker                                   | 9.45  |
| 28210 - Gate Attendant/Gate Tender                        | 13.18 |
| 28310 - Lifeguard   | 11.01 |
| 28350 - Park Attendant (Aide)                             | 14.74 |
| 28510 - Recreation Aide/Health Facility Attendant         | 11.84 |
| 28515 - Recreation Specialist                             | 18.26 |
| 28630 - Sports Official                                   | 11.74 |
| 28690 - Swimming Pool Operator                            | 17.71 |
| 29000 - Stevedoring/Longshoremen Occupational Services    |       |
| 29010 - Blocker And Bracer                                | 21.47 |





|   |         |       |
|---|---------|-------|
| 29020 - Hatch Tender                                  |         | 21.47 |
| 29030 - Line Handler                                  |         | 21.47 |
| 29041 - Stevedore I                                   |         | 19.98 |
| 29042 - Stevedore II                                  |         | 22.96 |
| 30000 - Technical Occupations                         |         |       |
| 30010 - Air Traffic Control Specialist Center (HFO)   | (see 2) | 38.78 |
| 30011 - Air Traffic Control Specialist Station (HFO)  | (see 2) | 26.74 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) | (see 2) | 29.45 |
| 30021 - Archeological Technician I                    |         | 17.49 |
| 30022 - Archeological Technician II                   |         | 19.56 |
| 30023 - Archeological Technician III                  |         | 24.21 |
| 30030 - Cartographic Technician                       |         | 23.18 |
| 30040 - Civil Engineering Technician                  |         | 23.08 |
| 30051 - Cryogenic Technician I                        |         | 25.57 |
| 30052 - Cryogenic Technician II                       |         | 28.24 |
| 30061 - Drafter/CAD Operator I                        |         | 17.49 |
| 30062 - Drafter/CAD Operator II                       |         | 19.56 |
| 30063 - Drafter/CAD Operator III                      |         | 20.77 |
| 30064 - Drafter/CAD Operator IV                       |         | 25.57 |
| 30081 - Engineering Technician I                      |         | 14.84 |
| 30082 - Engineering Technician II                     |         | 16.66 |
| 30083 - Engineering Technician III                    |         | 18.64 |
| 30084 - Engineering Technician IV                     |         | 23.08 |
| 30085 - Engineering Technician V                      |         | 28.24 |
| 30086 - Engineering Technician VI                     |         | 34.16 |
| 30090 - Environmental Technician                      |         | 23.08 |
| 30095 - Evidence Control Specialist                   |         | 23.08 |
| 30210 - Laboratory Technician                         |         | 20.77 |
| 30221 - Latent Fingerprint Technician I               |         | 25.57 |
| 30222 - Latent Fingerprint Technician II              |         | 28.24 |
| 30240 - Mathematical Technician                       |         | 23.34 |
| 30361 - Paralegal/Legal Assistant I                   |         | 19.44 |
| 30362 - Paralegal/Legal Assistant II                  |         | 23.68 |
| 30363 - Paralegal/Legal Assistant III                 |         | 28.99 |
| 30364 - Paralegal/Legal Assistant IV                  |         | 33.88 |
| 30375 - Petroleum Supply Specialist                   |         | 28.24 |
| 30390 - Photo-Optics Technician                       |         | 21.93 |
| 30395 - Radiation Control Technician                  |         | 28.24 |
| 30461 - Technical Writer I                            |         | 23.08 |
| 30462 - Technical Writer II                           |         | 28.24 |
| 30463 - Technical Writer III                          |         | 34.16 |
| 30491 - Unexploded Ordnance (UXO) Technician I        |         | 24.65 |
| 30492 - Unexploded Ordnance (UXO) Technician II       |         | 29.82 |
| 30493 - Unexploded Ordnance (UXO) Technician III      |         | 35.74 |
| 30494 - Unexploded (UXO) Safety Escort                |         | 24.65 |
| 30495 - Unexploded (UXO) Sweep Personnel              |         | 24.65 |
| 30501 - Weather Forecaster I                          |         | 25.57 |
| 30502 - Weather Forecaster II                         |         | 31.09 |
| 30620 - Weather Observer Combined Upper Air Or        | (see 2) | 20.77 |

Surface Programs

|   |         |       |
|---|---------|-------|
| 30621 - Weather Observer Senior                               | (see 2) | 23.08 |
| 31000 - Transportation/Mobile Equipment Operation Occupations |         |       |
| 31010 - Airplane Pilot  |         | 29.82 |
| 31020 - Bus Aide  |         | 8.15  |
| 31030 - Bus Driver  |         | 9.69  |
| 31043 - Driver Courier  |         | 9.69  |
| 31260 - Parking and Lot Attendant                             |         | 9.55  |
| 31290 - Shuttle Bus Driver                                    |         | 10.59 |
| 31310 - Taxi Driver   |         | 9.43  |
| 31361 - Truckdriver Light                                     |         | 10.59 |
| 31362 - Truckdriver Medium                                    |         | 11.61 |
| 31363 - Truckdriver Heavy                                     |         | 13.92 |
| 31364 - Truckdriver Tractor-Trailer                           |         | 13.92 |
| 99000 - Miscellaneous Occupations                             |         |       |
| 99020 - Cabin Safety Specialist                               |         | 14.54 |
| 99030 - Cashier   |         | 9.33  |
| 99050 - Desk Clerk  |         | 9.70  |
| 99095 - Embalmer  |         | 24.65 |
| 99130 - Flight Follower                                       |         | 24.65 |
| 99251 - Laboratory Animal Caretaker I                         |         | 22.25 |
| 99252 - Laboratory Animal Caretaker II                        |         | 24.31 |
| 99260 - Marketing Analyst                                     |         | 21.54 |
| 99310 - Mortician   |         | 24.65 |
| 99410 - Pest Controller                                       |         | 14.61 |
| 99510 - Photofinishing Worker                                 |         | 12.95 |
| 99710 - Recycling Laborer                                     |         | 14.32 |
| 99711 - Recycling Specialist                                  |         | 21.66 |
| 99730 - Refuse Collector                                      |         | 13.63 |
| 99810 - Sales Clerk   |         | 9.66  |
| 99820 - School Crossing Guard                                 |         | 16.44 |
| 99830 - Survey Party Chief                                    |         | 22.02 |
| 99831 - Surveying Aide  |         | 12.52 |
| 99832 - Surveying Technician                                  |         | 16.27 |
| 99840 - Vending Machine Attendant                             |         | 22.25 |
| 99841 - Vending Machine Repairer                              |         | 28.30 |
| 99842 - Vending Machine Repairer Helper                       |         | 22.25 |

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the contract.

**HEALTH & WELFARE EO 13706:** Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the covered contracts. \*

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

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

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

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

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

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

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;
- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as



screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s)

including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

## PAST PERFORMANCE QUESTIONNAIRE

GVB IFB NO: 2019-006

Title: SIDEWALK CLEANING

[PROVIDE THIS PPQ TO THOSE ON YOUR PROJECT REFERENCES TO COMPLETE AND SUBMIT DIRECTLY TO GVB ON OR BEFORE THE DEADLINE FOR THIS PROCUREMENT.]

BIDDER: \_\_\_\_\_

### REFERENCE DETAILS PROVIDED BY BIDDER

Company Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Contact Details: \_\_\_\_\_

PLEASE RETURN THIS COMPLETED QUESTIONNAIRE BY EMAIL TO  
[procurement@visitguam.org](mailto:procurement@visitguam.org)

### PLEASE PROVIDE CONTACT DETAILS IF COMPLETING THIS QUESTIONNAIRE:

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

1. Please briefly describe the type of services performed for your organization by the Bidder. (Name of project, types of services performed -- analysis, training, technical support, etc.):

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Were any unique techniques or tools employed for the delivery of the services? Were the tools/techniques employed effectively?

Comment: \_\_\_\_\_  
\_\_\_\_\_



PPQ FOR BIDDER: \_\_\_\_\_

3. How would you rate the Bidder's ability to learn/understand your organization's or the project needs/requirements?

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

Comment: \_\_\_\_\_  
\_\_\_\_\_

4. How would you rate the Bidder's knowledge and experience in providing the requested technical services?

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

Comment: \_\_\_\_\_  
\_\_\_\_\_

5. How would you rate the Bidder's ability to identify and recommend resolutions to problems or issues?

- Identified and recommended quickly (Score 10 points)
- Identified and recommended slowly (Score 8 points)
- Identified but not recommended (Score 5 points)
- Were ignored (Score -0 points)

Comment: \_\_\_\_\_  
\_\_\_\_\_

PPQ FOR BIDDER: \_\_\_\_\_

6. Quality of Services:

How would you rate the overall quality of the Bidder's technical services?

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

Comment: \_\_\_\_\_  
\_\_\_\_\_

7. Do you recall the name(s) of the Bidder's employees who performed services under your contract? If so, please provide names below.

Comment: \_\_\_\_\_  
\_\_\_\_\_

8. Overall Performance: On a scale of 0 to 10, how would you rate the Bidder's OVERALL PERFORMANCE? (Score based upon # of points - 10 points max)

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

Additional Comments:

\_\_\_\_\_  
\_\_\_\_\_

9. Would you enter into a contract with this Bidder again? If not, why?

Comment: \_\_\_\_\_  
\_\_\_\_\_

PPQ FOR BIDDER: \_\_\_\_\_

10. Are you aware of any other company or organization this Bidder has done work for? If so, do you have a contact name and phone number?

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Other contact information: \_\_\_\_\_

11. Do you have any additional comments that might assist us in evaluating the Bidder's past performance?

Comment: \_\_\_\_\_  
\_\_\_\_\_

Thank you for your cooperation.

GVB PROCUREMENT

