



INVITATION FOR BID NO. : IFB-SIFA-001-25

DESCRIPTION:
LEASE OF EDUCATIONAL SPACE / COMMERCIAL SPACE

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

(X) BID GUARANTEE (15% of Bid Amount) May be in the form of;

Reference #11 on the General Terms and Conditions

- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
 1. Current Certificate of Authority issued by the Insurance Commissioner;
 2. Power of Attorney issued by the Surety to the Resident General Agent;
 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

() BROCHURES/DESCRIPTIVE LITERATURE;

(X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

(X) OTHER REQUIREMENTS:

Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees

(X) CURRENT BUSINESS LICENSE / CONTRACTOR'S LICENSE / SPECIALTY LICENSE

In reference to Supplies or Services for this bid must be submitted prior to an award.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this _____ day of _____, 2025, I, _____,

authorized representative of _____ acknowledges receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: IFB-SIFA-001-25

Description: LEASE OF EDUCATIONAL SPACE / COMMERCIAL SPACE

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out the Acknowledgement receipt form. Please submit via email to **mfrancisco@sifalacs.com**

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

Note: SIFA recommends that prospective bidders register current contact Information with SIFA Admin. to ensure they receive any notices regarding any changes or updates to the IFB. SIFA will not be liable for failure to provide notice to any party who did not register current contact information.

*All questions and concerns in regards to this bid must be submitted to SIFA via email **mfrancisco@sifalacs.com** and attention to the **Procurement Officer** no later than **November 7, 2025**.

INVITATION FOR BID

ISSUING OFFICE:

SCIENCE IS FUN AND AWESOME (SIFA)
LEARNING ACADEMY CHARTER SCHOOL
PHYSICAL ADDRESS: S1082 SPE LLC, TUMON SAND PLAZA



RON RAVELA
Director, SIFA

DATE ISSUED: 10/29/25

BID INVITATION NO: **IFB-SIFA-001-25**

BID FOR: **LEASE OF EDUCATIONAL SPACE / COMMERCIAL SPACE**

SPECIFICATION: **SEE ATTACHED**

DESTINATION: **Science is Fun and Awesome (SIFA) Learning Academy Charter School**

REQUIRED DELIVERY DATE: 30 Days Upon Receipt of Purchase Order and Execution of Contract. Term of this contract is for a period of three (3) years with an option to renew for two (2) additional years on a year-to-year basis upon availability of funds.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than **Time: 3:00 p.m.** Date: **11/14/2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the SIFA in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remains firm and irrevocable within **90** calendar days from the date opening to supply any or all the items at which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ **AMOUNT:** _____ **DATE:** _____

ITEM NO(S). _____ AWARDED: _____

CONTRACTING OFFICER:

RON RAVELA
Director, SIFA

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

Signature of one of the following:

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

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

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [state name of offeror company] _____ Affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any SIFA employee or former SIFA employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

Special Provisions

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on SIFA Property.

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on SIFA property, with the exception of public highways. If any employee of a service provider is providing services on SIFA property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the SIFA of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on SIFA property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the SIFA will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the SIFA, and the service provider shall notify the SIFA when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the SIFA, then the SIFA in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

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

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

_____ Notary Public

FORM E

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: **IFB-SIFA-001-25**

Description: _____

Name of Offeror Company: _____ hereby certifies
under penalty of perjury:

(1) That I am _____ (the offeror, a partner of the offeror, an officer of
the offeror) making the bid or proposal in the foregoing identified procurement;

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

§ 5801. Wage Determination Established.

In such cases where the SIFA enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the SIFA, 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 SIFA, 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 SIFA..

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

§ 5802. Benefits.

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

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

Signature Date

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

Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5693 Revision No.: 25 Date Of Last Revision: 07/08/2025
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85***
01012 - Accounting Clerk II		16.67***
01013 - Accounting Clerk III		18.64
01020 - Administrative Assistant		23.15
01035 - Court Reporter		18.86
01041 - Customer Service Representative I		14.06***
01042 - Customer Service Representative II		15.39***
01043 - Customer Service Representative III		17.22***
01051 - Data Entry Operator I		13.28***
01052 - Data Entry Operator II		14.49***
01060 - Dispatcher, Motor Vehicle		18.86
01070 - Document Preparation Clerk		15.02***
01090 - Duplicating Machine Operator		15.02***
01111 - General Clerk I		12.37***
01112 - General Clerk II		13.50***
01113 - General Clerk III		15.15***
01120 - Housing Referral Assistant		21.02
01141 - Messenger Courier		12.00***
01191 - Order Clerk I		13.76***
01192 - Order Clerk II		15.02***

01261 - Personnel Assistant (Employment) I	16.86***
01262 - Personnel Assistant (Employment) II	18.86
01263 - Personnel Assistant (Employment) III	21.02
01270 - Production Control Clerk	25.27
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	16.86***
01311 - Secretary I	16.86***
01312 - Secretary II	18.86
01313 - Secretary III	21.02
01320 - Service Order Dispatcher	16.86***
01410 - Supply Technician	23.15
01420 - Survey Worker	18.69
01460 - Switchboard Operator/Receptionist	10.98***
01531 - Travel Clerk I	15.02***
01532 - Travel Clerk II	16.85***
01533 - Travel Clerk III	18.26
01611 - Word Processor I	15.02***
01612 - Word Processor II	16.86***
01613 - Word Processor III	18.86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.14
05010 - Automotive Electrician	17.97
05040 - Automotive Glass Installer	16.81***
05070 - Automotive Worker	16.81***
05110 - Mobile Equipment Servicer	14.42***
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.81***
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.20***
05250 - Motor Vehicle Upholstery Worker	15.64***
05280 - Motor Vehicle Wrecker	16.81***
05310 - Painter, Automotive	17.97
05340 - Radiator Repair Specialist	16.81***
05370 - Tire Repairer	12.98***
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.43***
07041 - Cook I	16.18***
07042 - Cook II	18.86
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.57***
07210 - Meat Cutter	13.36***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.49***
11060 - Elevator Operator	10.67***
11090 - Gardener	16.81***
11122 - Housekeeping Aide	10.67***
11150 - Janitor	10.67***
11210 - Laborer, Grounds Maintenance	12.71***
11240 - Maid or Houseman	10.59***
11260 - Pruner	11.37***
11270 - Tractor Operator	15.39***
11330 - Trail Maintenance Worker	12.71***
11360 - Window Cleaner	11.92***

12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.91***
12222 - Nursing Assistant II	14.52***
12223 - Nursing Assistant III	15.85***
12224 - Nursing Assistant IV	17.79
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
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	31.17
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	17.67***
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.60***
16030 - Counter Attendant	11.60***
16040 - Dry Cleaner	13.23***
16070 - Finisher, Flatwork, Machine	11.60***
16090 - Presser, Hand	11.60***
16110 - Presser, Machine, Drycleaning	11.60***
16130 - Presser, Machine, Shirts	11.60***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.60***
16190 - Sewing Machine Operator	13.79***
16220 - Tailor	14.34***
16250 - Washer, Machine	12.14***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.87***
21030 - Material Coordinator	25.27
21040 - Material Expediter	25.27
21050 - Material Handling Laborer	13.83***
21071 - Order Filler	10.67***
21080 - Production Line Worker (Food Processing)	15.87***
21110 - Shipping Packer	17.12***
21130 - Shipping/Receiving Clerk	17.12***
21140 - Store Worker I	17.46***
21150 - Stock Clerk	24.56
21210 - Tools And Parts Attendant	15.87***
21410 - Warehouse Specialist	15.87***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58***

23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81***
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	17.12***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	14.03***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.66
23440 - Heavy Equipment Operator	18.87
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	26.47
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.87***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***

24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.27***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	15.47***
24620 - Family Readiness And Support Services Coordinator	16.09***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.89***
27007 - Baggage Inspector	10.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.89***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.63***
27102 - Guard II	11.89***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.68***
28042 - Carnival Equipment Repairer	14.95***
28043 - Carnival Worker	10.11***
28210 - Gate Attendant/Gate Tender	14.50***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	16.21***
28510 - Recreation Aide/Health Facility Attendant	13.02***
28515 - Recreation Specialist	20.09
28630 - Sports Official	12.91***
28690 - Swimming Pool Operator	17.71***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.62
29020 - Hatch Tender	28.62
29030 - Line Handler	28.62
29041 - Stevedore I	26.63
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.99
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94

30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	21.15
30362 - Paralegal/Legal Assistant II	26.20
30363 - Paralegal/Legal Assistant III	32.04
30364 - Paralegal/Legal Assistant IV	38.76
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21
30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.96
30621 - Weather Observer, Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.53***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	12.48***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.50***
31362 - Truckdriver, Medium	12.48***
31363 - Truckdriver, Heavy	17.88
31364 - Truckdriver, Tractor-Trailer	17.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27***
99030 - Cashier	10.51***
99050 - Desk Clerk	10.13***
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	26.81
99252 - Laboratory Animal Caretaker II	29.29
99260 - Marketing Analyst	21.54
99310 - Mortician	29.28
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.39***
99710 - Recycling Laborer	19.05
99711 - Recycling Specialist	25.72
99730 - Refuse Collector	18.04
99810 - Sales Clerk	11.36***
99820 - School Crossing Guard	19.81
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	26.81
99841 - Vending Machine Repairer	34.14

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal SIFA in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month*

*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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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 SIFA 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 SIFA 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))."

CITY OF _____)
) ss.
ISLAND OF GUAM)

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
 ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

Name of Owner	Principal Place of Business Street Address	% of Interest

[] One or more of the more-than-10% owners listed above is a business or artificial person.
Any more-than-25% owners of such a business or artificial person are listed below
per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person
is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows
(if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of SIFA or the Government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective contractor represented herein, I agree to promptly make any Disclosures not made previously and update changes in ownership, identities of owners and other Required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(date)

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a
Partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a
Corporation

Subscribed and sworn to before me

This ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the SIFA of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

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

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

NOTARY PUBLIC
My commission expires



BID BOND NO. _____

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

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

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

Signed and sealed this _____ day of _____ 20____

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

DOA 113/Rev: 4-1-87

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.



INVITATION FOR BID NO.: IFB-SIFA-001-25

Description: LEASE OF EDUCATIONAL SPACE / COMMERCIAL SPACE

PROPRIETARY DATA DESIGNATION FORM

Pursuant to 2 GAR §3109(l)(2),

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

The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in 2 GAR §3109(l)(3).

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

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

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

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

I, _____, an authorized representative of _____, hereby
Request that the sections and page numbers listed below of the bid submitted in response to SIFA IFB No.
IFB-SIFA-001-25 be considered a trade secret or proprietary data and therefore exempt from public
disclosure:

Name: _____

Signature

Title: _____

Company: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.

LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

- ☐ 1. A licensed bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands;
- ☐ 2. A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured;
- ☐ 3. A business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or one hundred fifty thousand dollars (\$150.000), whichever is less, of supplies and items of a similar nature to those being sought; or
- ☐ 4. A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least ninety-five percent (95%) U.S. Citizens lawfully admitted permanent residents or nationals of the United States to work, based on their citizenship in any of the nation's previously comprising the Trust Territory of the Pacific Islands.

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

I, _____, representative for _____, have read the Requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for IFB No. **IFB-SIFA-001-25**. By filing in this information and placing my signature below, I understand that General Services Agency will review my application and shall determine whether or not the fifteen percent (15%) preference will be applied for IFB No.: **IFB-SIFA-001-25**.

Name: _____

Title: _____

Signature: _____

Tel #: _____

Address: _____

Fax #: _____

Email: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE FORMAL BID DOCUMENTS.

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide SIFA with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the SIFA will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **“ALL OR NONE” BIDS:** NOTE: By checking this item, the SIFA is requesting all of the bid items to be bided or none at all.
The SIFA will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the SIFA code.
- [X] 9. **BIDDER’S PRICE:** The SIFA will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the SIFA pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on SIFA Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the SIFA. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier’s Check will serve as Bid Security for this procurement.**
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, SIFA will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the SIFA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Director reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)
- [X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**
In determining the lowest responsible offer, the Director shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- [X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Director will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- [] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the SIFA meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the SIFA, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the SIFA may require to waive any minor irregularity in bid received. The Director shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the SIFA to award contracts to qualified local bidders. The SIFA reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the SIFA
(2 GAR, Div.4 §1103).
- [] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

- [] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify SIFA at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the SIFA in accordance with billing instructions as indicated on the Purchase Order.
- [] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the SIFA in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the SIFA at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the SIFA shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the SIFA.
- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The SIFA will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 30. **GUARANTEE:**
a) Guarantee of Vehicle Type of Equipment:
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the SIFA and without cost to the SIFA. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
b) Guarantee of Other Type of Equipment:
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the SIFA. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the SIFA.
(c) Compliance with this Section is a condition of this Bid.
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a SIFA employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a SIFA 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 (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [X] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefore shall be made part of the contract file.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the SIFA that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8).
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Director of such delay. Notification shall be in writing and shall be received by the Director at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The SIFA reserves the right to reject delay justification if, in the opinion of the Director, such justification is not adequate.
- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. **2 GAR, Div. 4 §6101(d).**
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the SIFA or its landlord in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. **A Purchase Order** will be consummated between the successful bidder and SIFA. The Purchase Order will contain the Scope of Services for the “_____”. Successful bidder must comply with all the requirements/specifications of the IFB: IFB-SIFA-001-25 along with all the Terms and Conditions which will be incorporated and made a part of the purchase order.

- [X] 44. Contract will be cancelled if funds not appropriated or insufficient, and that SIFA will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 45. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 46. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.
- [X] 47. **Debarment and Suspension (Executive Orders 12549 and 12689)** – A contract award (see 2 CFR 180.220) must not be made to parties listed on the SIFA wide exclusions in the System for Award Management (SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12459 (2 CFR part 1986 Comp., p.189) and 12689 (3CFR part 1989 Comp., p.235), “Debarment and Suspension” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- [X] 48. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Name: _____

Title: _____

Address: _____

Telephone: _____

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____
(Name and Title of Official) (Name of Bidder/Company Name)

that:

- ☐ No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Administration, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ☐ If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Administration, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- ☐ The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or Print Name _____

Signature of authorized representative _____ Date ____/____/____

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership
Officer, if the offeror is a corporation

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

NOTARY PUBLIC

My commission expires, _____

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the SIFA.
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initiated by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct. **Unit price(s) and extended price(s) apart from the "Basic and Alternate" bid, furnished outside of the space(s) provided will not be considered.**
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or SIFAs legal holiday will end at the close of the next business day.
 - e) **No Entitlement to Preparation Costs – the bidder expressly waives any right it may have against the SIFA for any expenses incurred in connection with the preparation of its bid.**
 - f) **Bidder shall indicate in the "Bidding On/Remarks" column of the bid form whether or not their bid complies on each item specified.**
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids prior to the time and date set for bid opening. 2 GAR §3109(j)(1).
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
6. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the SIFA, at no expense to the SIFA. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

7. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
8. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
- a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
9. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to 2 GAR §3115, when it is in the best interest of the SIFA. Additionally, in accordance with 2 GAR §9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
10. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the SIFA, in accordance with GAR §3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR §3116; (2) The bid ultimately fails to meet the announced requirements of the SIFA in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR §3115(g).

11. **TERMINATION OF CONTRACT:**

- a) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the SIFA may notify the Contractor in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the SIFA may procure similar supplies or services in a manner and upon terms deemed appropriate by the SIFA. The Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Termination for Convenience: The SIFA, when the interests of the territory so required, terminate this Contract in whole or in part, for the convenience of the territory. The SIFA shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contract will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The SIFA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the territory. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the Termination for Convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the SIFA may pay the Contractor, if at all, an amount set in accordance with this section. The SIFA and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory and the contract price of the work not terminated. Absent agreement of a settlement, the SIFA shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts

thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the number of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

- c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the SIFA obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

12. **MANDATORY DISPUTES RESOLUTION CLAUSE:** In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the Government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) Disputes – Contractual Controversies. The SIFA and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty 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 though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

(3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) Disputes – Money Owed To or By the SIFA. This subsection applies to appeals of SIFA decisions on a dispute. For money owed by or to SIFA of under this contract, the contractor shall appeal the decision in accordance with the "SIFAs Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the SIFA or from the date when a decision should have been rendered. For all other claims by or against the SIFA arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the SIFA. Appeals to the Office of the Public Auditor must be made within sixty days of SIFA decision or from the date the decision should have been made.

(5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the Government of Guam's decision 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 the contractor claims a material breach of this contract by the Government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the Government of Guam.

13. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

14. **DISCOUNTS:**

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the SIFA check.

15. **SIFA FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the SIFA unless otherwise provided for in the Solicitation.

16. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order

number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on SIFA bills of lading.

17. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
18. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the SIFA those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the SIFA will render a decision on the request as soon as practicable after bids are opened. The SIFA will advise any bidder requesting confidentiality, of the SIFA's decision in writing. If the SIFA does not agree with a bidder's request, then the SIFA will inform the bidder that it may lodge a protest regarding any part of the SIFA's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
19. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the SIFA, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR §11170(e)
20. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
21. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
 - a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with SIFA in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the SIFA. 5 GCA §5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
 - b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA §5801
 - c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA §5801
 - d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA §5802

Any violation of Contractor or its sub-contractor(s) obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA §5803
 - e) In addition to any and all other breach of contract actions the SIFA may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.
 - f) During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the SIFA. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA §5804
 - g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

- h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the SIFA written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by SIFA the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.
22. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, SIFA, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any SIFA employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. – GAR §11103(b)
23. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with SIFA. GAR §11108(f)
24. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA §5253 (b):** Contractor warrants 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 of 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.
- Contractor warrants that if any person providing services on behalf of 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. Any contractor found in violation of this section, after notice from SIFA, 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 with the stipulated period may result in the temporary suspension of the contract at the discretion of SIFA.
25. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:** P.L. 31-115 (September 20, 2011) 5 GCA §5011 and §5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business “SDVOB”, as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by SIFA, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability are service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to SIFA for every service offered; and the service-disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.
26. **POLICY IN FAVOR OF WOMEN-OWNED BUSINESSES. 5GCA §5013**
- (a) Notwithstanding any other provision of law, if any entity of SIFA or any entity expending SIFA funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity shall procure such supply or service from that business concern if the supply or service is available within the period required by the procuring entity and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, and shall be in addition to any other procurement benefit the women-owned business may qualify for under Guam law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same SIFA contract. (b) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of this Section if: (1) the business concern is licensed to do business on Guam; (2) the business concern maintains its headquarters on Guam; (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions; (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years.
27. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was independently arrived at without collusion – GAR §3126

28. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the SIFA will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
29. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
30. **DISCLOSURE OF OWNERSHIP, FINANCIAL, AND CONFLICTS OF INTEREST. (5 GCA §5233)**
Prior to award, every person who is a prospective bidder of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective bidder greater than ten percent (10%) at any time during the twelve (12 month period immediately preceding the date of the solicitation (the "relevant disclosure period"). 5 GCA §5233(c)(2)

Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award, a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by §5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract. 5 GCA §5233(g)

ITEM NO.	DESCRIPTION	QTY/UOM	UNIT PRICE	PRICE EXTENSION
1.0	Lease of Educational Space/ Commercial Space As per the following specifications	12 MOS	\$ _____	\$ _____

SPECIFICATIONS:

BIDDING ON REMARKS:

BUILDING SPACE :

The entire educational space/commercial space shall be in one building. Building space may be on multiple levels, must not be higher than the 2nd floor from the ground level and must have operational elevators or escalators.

Building shall meet the current and approved Guam International Building Code to include current ADA, OSHA, Safety and fire codes.

Must be readily available to move in within 30 days upon signing the IFB Contract.

Must have full adequate means of ingress and egress at all Times, must meet the typhoon and earthquake requirement For Guam. The educational space/ commercial space shall be located in a Central Part of the Island of Guam and comply with the requirements of Chapter 61 (Zoning Law) Title 21 (Real Property) Guam Code Annotated (GCA).

The educational space/ commercial space shall have a minimum Of 20,000 sq. ft. or more. Entire building and parking must be ADA compliant.

Must include the following:

25 to 30 classrooms approximately 650 square feet

Shall have a space for Gymnasium approximately 5000 sq ft

One Main Office Space approximately 1,000 sq. ft with restroom

One Staff and Faculty Lounge approximately 650 square feet

With counter and sink

Air Conditioning with Maintenance

Interior and Exterior Maintenance

Utilities (Power and Water) with dedicated utility meter

RESTROOMS

Each building level must have two (2) restrooms (1 each for boys and girls) with two (2) sinks and four (4) stalls each per restroom

Restrooms must be ADA compliant

LOCATION:

Location shall be in the vicinity of a Central Part of the Island of Guam.
Site must not be in a flood prone area or subject to flooding
Or susceptible to water run-off coming from abutting or adjacent
properties.

TELEPHONES:

Telephone jacks must be immediately available
approximately 5 to 10 phone equipment.
Bidder is responsible for installations of telephone jacks.
SIFA will be responsible for payment of all telephone services.

PARKING STALLS:

Parking stalls shall accommodate a minimum of Seventy Five (75) vehicles
that include employees privately owned vehicles, official vehicles,
The public parking. Parking shall be visible by the Main Office.
Parking stall must be clearly marked on asphalt concrete or similar
pavement material. Parking stalls must be accessible to the disabled and
property marked.

BUILDING SIGNAGE:

Bidder shall provide directional and location signage for
Science Is Fun and Awesome (SIFA) Learning Academy
for the public to find with ease.
Size of 2 ft. x 4 ft. Acrylic or Plexiglass
Sign in such colors and designs (School Logo) approved
by the tenant.

NETWORK CONNECTIVITY:

The Bidder shall provide the capability for wired
And wireless network connectivity to accommodate 400+ users.
Bidder shall provide the main networking area with high rise floor
System to house the main servers and other networking
equipment specified by the tenant. SIFA will incur costs to activate
and sustain services.

TYPHOON CONDITION READINESS:

Bidder shall secure entire building during typhoon, earthquake,
Other acts of God or man-made disasters. These preparatory
measures shall include operational back-up generators, continual
air conditioning operation, securing of typhoon shutters, must
meet the Guam Fire Code current requirement.

Post-Disaster procedures shall include opening typhoon shutters,
Removal of debris blocking access to the SIFA Learning Academy,
cleaning external windows and floors, assessing
Internal damages, and ensuring proper drainage booth internal
And external to the building. Tenant shall be able to begin
Operations within twenty-four (24) hours after the official
Issuance of an “all clear” notice from the Office of Civil Defense.

RENOVATION/MODIFICATIONS:

All renovations/modifications of the building shall be made to the satisfaction of the tenant within reason of the total square footage desired. Renovations/modifications shall be approved By the tenant.

BUILDING CODES:

Bidder shall ensure that building is in compliance with all Current local building codes and statues (i.e., building, Fire,safety, OSHA, etc.)

EMERGENCY DISASTER PLAN:

Bidder shall provide tenant with an emergency disaster plan, To include but not limited to, emergency lighting, building Evacuations, typhoon shutters and bidder’s emergency contact Numbers.

NO SECURITY DEPOSIT:

No security deposit shall be required including first and last month’s rent.

UTILITIES:

The landlord must ensure water, power and sewer are operationally available and sufficient. The landlord shall install all necessary metering System and timing device to track utility usage without expense to the tenant.

STANDBY GENERATOR:

Building shall have an operable standby generator with automatic transfer switch with sufficient capacity to operate the entire building during power outages. Landlord shall provide operations and maintenance of the generator.

AIR-CONDITIONING UNITS AND MAINTENANCE:

Landlord shall provide sufficient and adequate intake and outtake Circulation to each respective office space. Landlord is responsible for the operations and periodic & preventive maintenance of the air-conditioning units. Air conditioning must be operational with tenants given on and off control capability during non-business hours. Preventative Maintenance checks and services (PMCS) shall be in accordance with equipment operator’s manual is the responsibility of the landlord.

PEST CONTROL SERVICES:

Pest control services must be completed on a quarterly basis. In the case of infestation, the landlord shall provide immediate pest control services. Landlord shall inform tenants at least 72 hours’ notice on day(s) and Date(s) of pest control service.

BUILDING MAINTENANCE: (Interior and Exterior)

To include replacement of burnt-out light bulbs/tubes,
Draining of sewage, urinal backups, normal repairs,
Alternations/renovations, including doors and windows
To include door locks.

TRASH BINS & COLLECTION:

Landlord shall provide trash bins and collection at least
once a week.

GROUND MAINTENANCE:

External maintenance of the building and grounds are the
responsibility of the landlord.

These specifications were prepared, drafted and approved by the SIFA Learning Academy.

Contract Terms applicable to IFB

Landlord desires to lease the Land and the Building to Tenant upon the terms and conditions set forth herein, and Tenant desires to lease such Land and Building from Landlord upon the terms and conditions set forth herein. In consideration of the premises and the terms, covenants and conditions contained herein, Landlord and Tenant agree as follows.

1. Premises: Landlord hereby leases to Tenant, and Tenant leases from Landlord, under the terms, covenants and conditions contained in Invitation for Bid: **IFB-SIFA-001-25** this lease, the Land and the Building (collectively, the "Premises").

2. Term: The term of this lease ("Term") shall be for a period of three (3) year period commencing on the date of discretion/execution of this lease unless sooner terminated or extended as hereinafter provided. In accordance with the Title 5 of the Guam Code Annotated, §22401, (5 GCA §22401), this lease is at all times subject to appropriation and availability of SIFA funds.

3. Rent:

(a) Tenant agrees to pay to Landlord a rental fee ("Rent") of _____ (US _____) per square foot of Floor Area, per month, for the Premises, without deduction, set-off, prior notice or demand, beginning on the lease Commencement Date and continuing on the first day of every month thereafter, during the Term of this lease. In the event the Term of this lease begins or ends on a date that is not the first day of a month, the Rent will be prorated as of that date based upon the number of days in the applicable calendar month. Payments of Rent for the initial Term will commence at the end of two months after the lease Commencement Date ("Rent Commencement Date").

(b) The parties acknowledge that Tenant may take possession of the Premises prior to Landlord's completion of the Tenant Improvements. Beginning on the Rent Commencement Date and continuing through the ninth month of the initial Term, Tenant may pay a prorated amount of Rent based upon that portion of the Premises for which Landlord has completed the Tenant Improvements and turned over possession to Tenant. Notwithstanding the foregoing, however, in no event shall such prorated Rent be less than _____ cents (US \$ _____) per square foot per month. Tenant shall have no such right to prorate the Rent after the ninth month of the initial Term, except as otherwise provided by this agreement.

(c) Tenant shall make all payments of Rent to Landlord or to the duly appointed agent or representative of Landlord. The procedure for Tenant's payment of Rent shall be as follows: (i) Landlord will present an invoice for Rent for the Subsequent month on or before the fifteenth (15th) day of the preceding month. (ii) Landlord shall receive payment of the Rent in full no later than the last day of the subsequent month, or the first day of the ensuing month. (iii) All past due Rent and other payments shall accrue interest at the rate as allowed for by Title 5 of the Guam Code Annotated §22502, otherwise known as the Prompt Payment Act.

4. Option to Extend. Renewal(s)/Extensions are a the "Sole Discretion of SIFA"

(a) Provided Tenant is not in default under this lease, Tenant may extend the term of this lease, on an annual basis, for two (2) additional years on a year-to-year basis with no change in monthly rate for the duration of the lease and upon availability of funds. (each, an "Extension Term"), for one (1) year periods. Tenant shall give Landlord written notice of its intent not to extend the Term or Extension Term, as applicable, at least sixty (60) days prior to the expiration of the prior Term or Extension Term, as applicable. If Tenant fails to give timely notice as set forth herein, the Term shall automatically be extended for an Extension Term of one (1) year.

(b) Tenant's tenancy during any Extension Term shall be upon the same terms, covenants, and conditions as provided in this lease for the initial Term.

5. Purpose:

Tenant shall use the Premises at all times solely for the purpose of office space. It shall be the obligation of Tenant to obtain any and all licenses and permits necessary for such purpose. Premises shall be only for the actual use and occupancy by Tenant and/or SIFA.

6. Assignment/Lease. Tenant shall not assign, sublet or part with possession of any of the Premises without the prior written consent of Landlord which shall not be unreasonably withheld.

7. Alterations:

(a) No alteration, addition or improvement to the Premises shall be made by Tenant without the prior written consent of Landlord which shall not be unreasonably withheld. Landlord may, without limitation condition its consent upon and may require approval by Landlord of workmanship; approval by Landlord of contractors; and performance and payment bonds if reasonable explanation is provided.

(b) Any alteration, addition or improvement made by Tenant after such consent shall be given, and any permanent fixtures installed as a part of the Premises may, at Tenant's sole option, become the property of Landlord upon the expiration or other sooner termination of this lease.

(c) Tenant shall repair and restore all damage to the Premises caused by removal of any alterations, additions, improvements or fixtures in the Premises. Tenant's obligations under this provision shall expire at the end of this lease.

(d) Landlord's consent to any Tenant alterations refers only to the conformity of such alterations to the general architectural plan for the Premises. Such alterations are not reviewed or approved for architectural, structural or engineering design, and Landlord, by reviewing and approving such alterations, assumes no liability or responsibility thereof or for any defect in any alteration constructed by Tenant or for any claims, losses, liabilities, injuries to property or persons (including, without limitation, death) resulting from Tenant's compliance with such plans or specifications or noncompliance therewith. Tenant's obligations under this provision shall expire on the expiration or termination of this lease.

8. Nuisance:

Tenant shall not permit on the Premises any unlawful acts, or any condition, act or thing constituting a public or private nuisance.

9. Maintenance and Repairs:

Landlord shall, at its sole cost and expense, keep and maintain the Premises and appurtenances and every part thereof in good and sanitary order, condition and repair. All normal maintenance of the Premises including, without limitation, the Building, parking area, driveways, entrances and exits, replacement of burnt-out light bulbs/tubes, draining of sewage, urinal backups, normal repairs, typhoon repairs, alterations/renovations, backup generator, to include door, windows and door locks will be carried out by Landlord. Notwithstanding the foregoing, however, all damage or injury to the Building, or its fixtures, glass, appurtenances, electric wiring, and equipment caused by the abuse, carelessness, omission, neglect, improper conduct, or other cause of Tenant, its servants, employees, agents, visitors, or licenses, shall be repaired, restored, or replaced promptly by Tenant to the satisfaction of Landlord, at Tenant's sole cost and expense. Landlord shall have the right to temporarily close or restrict access to any of the Land and to make changes including, without limitation, changes in the location of driveways, entrances, exists, parking areas and traffic flow. In the event that Landlord shall have to temporarily close or restrict access to any part of the premises, Landlord shall give Tenant reasonable notice, and conduct any closure or restriction of access so as to minimize any disruption to Tenant's business. If any closure is deemed by the Tenant to interfere with its generations, the Tenant shall have the right to terminate this agreement without penalty.

10. Holding Over: If Tenant shall remain in possession of the Premises after the expiration of the Term or any Extension Term of this lease, such possession shall be as a month-to-month Tenant not to exceed three (3) months. During such month-to-month tenancy rent shall be payable monthly under the same terms and conditions set forth in this lease for the payment of Rent, at a monthly rate equal to the Rent rate payable during the Term or last Extended Term of the lease. Page 39 of 41

11. Utilities: Landlord shall be solely liable for and shall pay for, as the same become due, all utilities including, without limitation, power (electricity) and water furnished to the Premises or used by Tenant to be billed at actual cost. Landlord, at Landlord's sole expense, shall install the necessary metering system and timing device to track utility usage during Business Hours and non-Business Hours. Notwithstanding the foregoing, however, Tenant shall be solely liable for and shall pay for (a) all utilities related to Tenant's telephone, data and communications.

12. Condition of Premises: Prior to the commencement of the Term of this lease, Tenant inspected the Premises, and Tenant is fully informed and aware of their condition and state of repair. Renovation/Modifications as stated in the "Invitation for Bid IFB-SIFA-001-25". All renovations/modifications of the building shall be made to the satisfaction of SIFA within reason of the total square footage stated in IFB-SIFA-001-25. Renovation/Modifications shall be approved and inspected by SIFA.

13. Surrender of Premises: Upon the expiration or termination of this lease, Tenant shall peaceably quit and surrender the Premises in good, clean order and condition, ordinary wear and tear excepted, and shall, at its sole cost and expense, remove all its property and waste therefrom, except as otherwise provided in this lease. Tenant shall, at its sole cost and expense, repair

and restore all damage to the Premises caused by Tenant's removal of any equipment, trade fixtures and personal property. Tenant's obligation to observe or perform this obligation hereunder shall survive the expiration or other termination of this lease.

14. Liens: Tenant shall at all times keep the Premises and any portion thereof free and clear of all and any liens and encumbrances, including mechanics' and material men's liens.

15. Casualty Loss:

(a) If the Premises shall be destroyed by fire or other casualty without the fault or neglect of Tenant, its servants, employees, agents, visitors, or licensees, the damage shall be repaired by Landlord, provided such repairs can be made within sixty (60) days under the laws and regulations of applicable SIFAal authorities, and provided further, such destruction results from a cause within the coverage of insurance policies Landlord shall have in effect covering the Premises and the proceeds from such insurance policies are made available to Landlord to make such repairs. Such destruction shall neither annul or void this lease, except that Tenant shall be entitled to a proportionate reduction of Rent while the repairs are being made, any such proportionate Rent reduction being based on the part of the Premises which has been destroyed and is not usable by Tenant. However, if such destruction is due to the fault or neglect of Tenant, its servants, employees, agents, visitors, or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damage may be repaired by Landlord, but in such case there shall not be apportionment or abatement of Rent. If the repairs cannot be made in the specified time or the other conditions set forth above to making said repairs have not been met, Landlord may, at Landlord's sole option, make the repairs within a reasonable time, this lease continuing in full force and effect and the Rent shall be proportionately abated except as otherwise provided herein above. In the event that Landlord does not elect to make said repairs, or the repairs cannot be made within sixty (60) days under current laws and regulations of the applicable SIFAal authorities, this lease may be terminated at the option of either party upon written notice to the other. Notwithstanding anything to the contrary, if the Premises are partially or totally destroyed or damaged during the last six (6) months of the term of this lease, Landlord may, at its sole option, cancel and terminate this lease as of the date of the destruction or casualty by giving written notice to Tenant of its election to terminate this lease. In the event Landlord gives the foregoing notice, Tenant may continue in occupancy of so much of the Premises as are safely habitable until the end of the current Term or Extension Term, in which case Rent shall be prorated based upon the percentage of the Premises which Tenant continues to occupy.

(b) Landlord shall be required to carry insurance on Tenant's property (contents) and shall be obligated to repair any damage thereto or replace the same, except as provided for in this agreement.

16. Eminent Domain: In the event shall all or a substantial part of the Premises shall be taken or condemned for a public or quasi-public use this lease shall terminate. Page 40 of 41

17. Security: Landlord shall be solely responsible for providing locking devices and security systems to protect the Premises and Tenant's property as per Invitation for Bid IFB-SIFA-001-25 under Rental Cost to the SIFA Shall Include the Following: Item (J) Security Services.

18. Subordination:

(a) This lease is subject and subordinate to all mortgages which may now or hereafter affect the Land and the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be necessary; however, to confirm such subordination, Tenant shall promptly execute and deliver to Landlord or its designee any subordination certificate or document that may request.

(b) Within twenty (20) days after request therefore by Landlord, Tenant agrees to deliver in recordable form a certification or other document to any proposed mortgagee or assignee, certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant. Failure of Tenant to respond within said time twenty (20) days shall constitute a binding admission by Tenant that this lease is in full force and effect.

19. Inspection: Upon reasonable notice and request, Tenant shall permit the Landlord or its representatives to enter the Premises to examine and inspect the same, during normal business hours.

20. Default: Each of the following events shall constitute a default or breach of this lease by Tenant/SIFA and Vendor/Landlord:

(a) A violation or failure to comply with any term, condition, covenant or provision of this lease;

(b) If Tenant/SIFA or Vendor/Landlord shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

(c) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant/SIFA or Vendor/Landlord, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant/SIFA or

Vendor/Landlord, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

21. Attorney's Fees. In those instances where the SIFA Claims Act applies to a breach of this lease by the Tenant, attorney's fees and costs of the person or entity claiming against the Tenant are not recoverable.

22. Taxes and Assessments. Landlord shall pay any real estate taxes and assessments attributable to the Premises.

23. Waiver. The waiver by Landlord of any default of any term, covenant, condition or provision of this lease shall not be deemed to be a waiver of any subsequent breach of the same, and shall not be deemed the waiver of any other term, covenant, condition or provision of this lease. If the Vendor/Landlord defaults or breaches on the contract and/or any terms of the IFB or purchase order and the Tenant/SIFA waives it once, that is not the waiver of any future defaults or breaches by the Vendor/Landlord.

24. Notices. All notices to be given to the parties hereto, may be given in writing delivered to the other party at its principal place of business, in person, or by depositing the notice in the mail, postage prepaid and addressed to the appropriate party as follows: LANDLORD: TENANT: SCIENCE IS FUN AND AWESOME.

25. Time is of the Essence. Time is of the essence for all provisions of this lease.

26. Binding Effect. Except as otherwise provided herein, this lease shall be binding upon and insure to the benefit of Landlord, Tenant and their respective heirs, successors and permitted assigns.

27. Interpretation and Definitions. The language in all parts of this lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant. Captions of articles, sections, and paragraphs of this lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

28. Entire Agreement. This lease contains the entire agreement of the parties relating to the Premises, and no prior agreement or understanding pertaining to the Premises and Tenant's occupancy of the same shall be valid or of any force or effect, and this lease cannot be modified or changed except in writing, signed by the parties hereto.

29. Governing Law. This lease shall be governed by the laws of Guam.

30. Counterparts. This lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This lease may be executed by all parties on separate dates, where the latest signing date would signify the commencement of this lease agreement.

31. Statutory Interest: Interest on amounts ultimately determined to be due to the Contractor or SIFA shall be payable at statutory rate applicable to judgments from the date of decision or judgment, whichever is later.

32. Multi-Term and Availability of Funds: This Agreement is contingent upon the availability of certified funds. Funds are available for the first fiscal period of this Agreement. The event that funds are not available for any succeeding fiscal period, the remainder this Agreement shall be cancelled for insufficient funds, the awarded Contractor shall be reimbursed the reasonable value of any nonrecurring costs reasonably incurred but not amortized in the price of the supplies delivered or services performed under the Agreement. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the Agreement for each succeeding fiscal period. SIFA may modify this agreement based upon the Determination of Need. The SIFA shall have no liability under this agreement to the Contractor or to anyone else beyond the certified funds available for this Agreement. Nothing in this provision creates a right to renegotiate rent for regular extensions or renewals not caused by insufficient funds.