

**AGREEMENT  
BETWEEN GUAM COMMUNITY COLLEGE  
AND  
PACIFIC ISLAND SECURITY AGENCY**

**THIS** agreement made as of the \_\_\_\_ of August 2011, by and between GUAM COMMUNITY COLLEGE, (hereinafter called GCC) and Pacific Island Security Agency, (hereinafter called Contractor) whose address is P.O. Box 21412 GMF, Barrigada, Guam 96921.

**WITNESSETH**, that whereas GCC intends to engage the services of the Contractor to provide security guard services for the Guam Community College; and

**WHEREAS**, Contractor is in the business of providing security services, as well as other services associated with security of buildings and real property; and

**WHEREAS**, GCC has provided public announcement of the need for such services through an Invitation for Bid No. (GCC-FB-11-012) describing the type of services required and specifying the type of information and data required of each bidder, and the relative importance of particular qualifications; and

**WHEREAS**, the Contractor has submitted the lowest responsive bid/statement of qualifications and an interest in providing such service; and

**WHEREAS**, the award of this contract to the Contractor has been pursuant to a determination by GCC that the Contractor is the lowest, responsive, and responsible bidder.

**WITNESSETH**, GCC and the Contractor, in consideration of mutual covenants set forth, agree as follows:

**SECTION 1. SCOPE OF SERVICES:** Contractor agrees to perform the security services as described on the attached Exhibit "A".

**SECTION 2. CONTRACT TERM:** The term of this agreement shall be for (1) year from the effective date of August 1, 2011 with the option at the sole discretion of GCC to renew the contract for two (2) additional one year terms, not to exceed a total contract of three (3) years.

**SECTION 3. COMPENSATION FOR SERVICES:**

- a. GCC shall compensate the Contractor for its services in the amount of \$117,946.60 per year, eleven payments (11) at \$9,828.88 and one (1) payment at \$9,828.92. Contractor shall invoice the Guam Community College for payments on a monthly basis.

- b. Contract will be in conformance with Public Law, 26-111, which requires Pacific Island Security Agency to comply with the current Federal Wage Determination under the Service Contract Act (SCA). Current references are as follows: 1) Wage Determination No. 1994-2148, 2) Revision No: 18, and 3) Date of Revision: 07/22/04. Should there be subsequent revisions, both parties agree that any change will only occur prior to future option periods. Upon approval by both parties, said increase will be fixed for another twelve (12) months period.
- c. Government Tax Increases. Should there be any Government tax increase, to include but not limited to, Gross Receipt Tax, Sales Tax and etc., Contractor is authorized to include said increases in its contract price adjustments for subsequent option periods.

**SECTION 4. SPECIAL PERMITS AND LICENSE:** Contractor shall, at his own expense, procure all permits, certificates, and licenses and shall give all notices and necessary reports required by law for the Scope of the services. Failure to maintain required permits and licenses shall be grounds for immediate termination of contract.

**SECTION 5. CONTROL:** GCC Associate Dean of Student Support Services and Environmental Health & Safety Administrator will meet periodically with the Contractor for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems.

**SECTION 6. JUSTIFICATION OF DELAY:** The Contractor guarantees that the service will be completed within the agreed upon completion date. If however, the Contractor cannot comply with the completion requirement, it is the Contractor's responsibility to advise GCC in writing explaining the cause and reasons of the delay. GCC, with the approval of the President, may make a reasonable extension of time.

**SECTION 7. GENERAL COMPLIANCE WITH LAWS:** In the performance of work provided for herein, Contractor agrees that it shall be conducted in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both territorial and federal. Contractor assumes full responsibility for the payment of all contributions payroll taxes or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any territorial or federal laws.

**SECTION 8: EQUAL EMPLOYMENT OPPORTUNITY:** Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Contractor not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

**SECTION 9. TERMINATION:** GCC may, by written notice to the Contractor terminate this agreement in whole or part any time for Contractor's failure to perform any of its obligations under this Agreement.

**SECTION 10. DISPUTES:** The Vice President of Finance and Administration at GCC is responsible for the administration of this agreement. All disputes arising under this agreement shall be decided by GCC, through the Vice President of Finance and Administration. The Contractor may appeal the decision rendered on a dispute by submitting an appeal in writing, to the GCC President within thirty (30) days of the receipt of the decision.

**SECTION 11. EFFECTIVE DATE OF AGREEMENT:** The effective date of this agreement shall be the date upon which the President affixed her signature.

**SECTION 12. INSURANCE:** During the term of this agreement, Contractor must maintain insurance as required on Exhibit "B". Contractor is responsible for obtaining all applicable insurance. GCC assumes no liability for any accident or injury that may occur to the Contractor, his agents, dependents, or personal property while on GCC premises performing said scope of service.

**SECTION 13. ASSIGNMENT OF AGREEMENT:** The Contractor may not assign this agreement without prior consent of GCC.

**SECTION 14. INDEMNITY:** Contractor agrees to save and hold harmless GCC, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this agreement.

**SECTION 15. MODIFICATION OR AMENDMENTS:** No modification, amendment, alteration or change of the terms and conditions of this Agreement shall be valid or enforceable unless made in writing and executed by both parties hereto and approved by appropriate action by GCC.

**SECTION 16. ATTORNEY FEES:** If either GCC or Contractor institute legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and cost of suit.

**SECTION 17. NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally, or shall be deemed to be received as of the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid as follows:

**SECTION 18. RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS.** The contractor warrants that no person in its employments who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the contractor while on government property, with the exception of public highways. If any employee of contractor is providing services on government property and is convicted subsequent to an award of a contract, then the contractor warrants that it will notify GCC of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the contractor is found to be in violation of any of the provisions of this paragraph, then GCC will give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from GCC, and the contractor shall notify GCC when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from GCC, then GCC in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

**SECTION 19. EXHIBIT "A":** Is incorporated with the Contract.

**SECTION 20. EXHIBIT "B":** The Contractor's proposal is incorporated by reference.

GCC: Guam Community College  
P.O. Box 23069  
GMF, Guam 96921

The Contractor: Pacific Island Security Agency  
P.O. Box 21412 GMF  
Barrigada, Guam 96921

**IN WITNESS HEREOF**, parties hereto have executed this agreement in the day and year first above written.

\_\_\_\_\_  
Joleen M. Evangelista  
Procurement & Inventory Admin.  
Guam Community College

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Carmen K. Santos  
VP, Finance & Administration  
Guam Community College

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Baby S. Kallingal  
Pacific Island Security Agency  
Vice President

\_\_\_\_\_  
Mary A.Y. Okada, Ed.D.  
President  
Guam Community College

**CONTRACT NO: P1101735**  
**FOAP: 05.3080.7230.55**

