



# **MEDIATION**

## **PROFESSIONAL SERVICES**

### **REQUEST FOR PROPOSAL**

**OAG RFP NO. 001-2021**

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**Attorney General of Guam**

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## Section 1 – Request for Proposal (RFP) Timeline

### 1.1 – TABLE TIMELINE

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
June 23, 2021 (Wednesday)	RFP Issuance	8:00 AM Chamorro Standard Time (ChST)
July 9, 2021 (Friday)	Deadline for Submission of Written Questions	5:00 PM Chamorro Standard Time (ChST)
July 19, 2021 (Monday)	Deadline for Response to Written Questions	5:00 PM Chamorro Standard Time (ChST)
August 2, 2021 (Monday)	Deadline for Submission of RFP Proposal	3:00 PM Chamorro Standard Time (ChST)

## Section 2 – General Information, General Instructions & Project Scope

### 2.1 – PROJECT TITLE AND SCOPE

#### Office of the Attorney General (OAG) Request for Proposals (RFP) NO. 001-2020, MEDIATION SERVICES

#### 2.1.1 – PURPOSE

The Office of the Attorney General (OAG) is soliciting proposals for professional mediation services to support the Access and Visitation Program within the Child Support Enforcement Division (CSED).

#### 2.1.2 – PERSON(S) RESPONSIBLE FOR DRAFTING OF SPECIFICATIONS IS/ARE:

Andrew T. Perez, Deputy Attorney General, CSED

Elizabeth S Cevallos, Program Coordinator, CSED

#### 2.1.3 – DESCRIPTION OF SERVICES AND WORK INVOLVED

The Office of the Attorney General, Child Support Enforcement Division is the agency of the Government of Guam charged with establishing and enforcing fair and equitable child support orders. As part of that function, CSED also receives 100% federally funded grant to provide services that encourage access and visitation between non-custodial parents and children. A successful offeror under this RFP will be contracted to provide mediation services as part of CSED's access and visitation program. Specifically, the contract resulting from this RFP will require the contractor to provide:

1. Qualified and trained staff to meet with parents, and where appropriate, children, to engage in mediation sessions with parents who are involved in the child support process to resolve issues relating to child custody and visitation.
2. Verification of professional training requirements for staff providing services under the RFP.
3. Safe and secure office environments for mediation sessions.
4. Written and in-person presentations to parents involved in the child support process, and general outreach to the public about mediation services provided under this RFP.
5. Written reports for CSED, the Child Support Referee or Judge, or other appropriate parties regarding the progress of mediation cases.
6. Written reports and itemized billing for mediation services.

#### **2.1.4 – DURATION OF AWARD**

The initial term of the contract resulting from this RFP will be for one (1) calendar year upon its full execution by all necessary parties. OAG, at its option, may renew the contract for up to five (5) additional years subject to availability of funds.

OAG shall provide timely notice if funds are not available for continuation of contract beyond each fiscal year. In the event of cancellation due to unavailability of funds, Offeror will be reimbursed unamortized, reasonably incurred, non-recurring costs.

#### **2.1.5 – CONTRACT TYPE**

A contract pursuant to this RFP is expected to be a firm fixed-price contract. The form of the contract to be executed by the successful offeror is included as Attachment 1.

#### **2.1.6 – FUNDING SOURCE(S)**

Funding for services pursuant to this RFP will be provided by CSED's Access and Visitation federal grant.

### **2.2 – GENERAL INSTRUCTIONS**

#### **2.2.1 – COMPLIANCE WITH RFP INSTRUCTIONS**

Failure to comply with the requirements of this RFP may result in proposals being deemed non-responsive and Offerors being disqualified from participation in this RFP.

#### **2.2.2 – COMMUNICATION REGARDING THIS RFP**

**ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL OFFEROR WITH OAG MUST BE MADE IN WRITING TO THE ATTENTION OF PROCUREMENT OFFICIAL VIA EMAIL AT [procurement@oagguam.org](mailto:procurement@oagguam.org) OR BY FACSIMILE AT 671-477-4703 OR BY HAND DELIVERY AT THE OFFICE OF THE ATTORNEY GENERAL, ADMINISTRATION DIVISION. ALL WRITTEN COMMUNICATIONS MUST REFERENCE RFP 001 -2021 IN THE SUBJECT OR REFERENCE LINE. RFP PACKETS MAY BE PICKED UP AT THE OFFICE OF THE ATTORNEY GENERAL, ADMINISTRATION DIVISION , 9th FLOOR, SUITE 901, ITC BLDG. TAMUNING, GUAM.**

### **2.2.3 – ACCEPTABLE FORMAT OF PROPOSALS**

***Proposals must be submitted in writing.***

Each Proposal Package should consist of the Offeror's separately packaged and marked Technical Submittal and the Offeror's Cost Submittal.

**The Proposal Package** shall be submitted in a clearly marked and sealed envelope or box.

**The Technical submittal** should arrive in a clearly marked and sealed envelope or box that includes one (1) original with original signatures and notarizations where necessary and five (5) c o p i e s .

The **Cost Submittal** should arrive in a clearly marked and sealed envelope or box that includes one (1) original and five (5) copies.

The Proposal Package should be delivered according to the instructions in Section 2.2.4 and be marked on the outside with the following information:

Office of the Attorney General Request for Proposal No. <b><u>001 -2021</u></b>
Offeror's Name: _____
Offeror's Address: _____
Submittal Date: ____/____/____
Submittal Time: ____:____ a.m./p.m.
Attention: <b><u>PROCUREMENT OFFICIAL</u></b>

#### 2.2.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS

Proposals must be received by:

TIME: **3:00PM** Chamorro Standard Time (ChST)

DATE: **Monday, August 2, 2021**

The Office of the Attorney General maintains the Official time in this regard. Proposals may be submitted any time before the deadline for receipt of proposals.

Proposals received past the time indicated above, AS THAT TIME IS INDICATED BY THE OAG, will not be considered for award.

If delivered via hand delivery, Federal Express, DHL, or other courier service, proposals must be delivered to the following physical address below. Please submit your proposal for services, resume and vitae letters of recommendation, and credentials to:

PHYSICAL ADDRESS: Office of the Attorney General  
Administration Division  
Re: RFP No. **001 -2021**  
590 S. Marine Corps Drive  
ITC Building, Suite 901  
Tamuning, Guam 96913

**If delivered via the United States Postal Service, bids must be delivered to the following mailing address:**

MAILING ADDRESS: Office of the Attorney General  
Administration Division  
Re: RFP No. 001 -2021  
590 S. Marine Corps Drive ITC  
Building, Suite 902 Tamuning,  
Guam 96913

### **2.2.5 – PROPOSAL SUBMISSION FORM**

Each Proposal Package will consist of the Offeror's Technical Submittal with all required forms, complete with original signatures and notarizations where necessary and Offeror's Cost Submittal.

**Technical Submittal.** The Technical Submittal should contain a thorough description of the Offeror's business and relevant activities and salient descriptions of the products and services being offered in response to this RFP. At a minimum, the Technical Submittal should demonstrate that the products and services meet the specifications contained in the following areas:

- Name of Offeror and location of principal place of business;
- Age of Offeror's business and average number of employees over the business's last fiscal year;
- Abilities, qualifications, and experience of all persons who would be assigned to provide required services;
- Listing of other contracts under which services similar in scope, size, or discipline were performed; and
- A detailed plan for performance of the services required by this RFP.

**Cost Submittal.** Offeror's Cost Submittal should include itemized pricing for all products and services being proposed under this RFP. At a minimum, the Cost Submittal should contain hourly rates and estimated expense costs for each consultant or employee proposed to work on this project and line item costs for each product necessary for the term of the contract. The Cost Submittal should be broken down into rates and costs for the first year, and rates for each renewal term (see 2.1.4).

**Forms.** Additional Proposal Package requirements include the return of the required forms and documents listed in Section 4.

### **2.2.6 – LATE PROPOSALS NOT ACCEPTED**

Proposals received after the time and date in Section 2.2.4 – Time and Date for Receipt of Proposals will be considered nonresponsive and disqualified from participating in this solicitation.

### **2.2.7 – TRADE SECRETS AND OTHER PROPRIETARY DATA**

Offeror must complete and submit OAG Procurement Form 021 with the proposal, whether or not the Offeror wishes to designate information within the proposal as a Trade Secret or other

proprietary information. Blanket designations of confidentiality placed on the front cover of a proposal will not be accepted as a valid designation of proprietary information. Every item, page, section, or subsection that the Offeror wishes to designate as a trade secret or proprietary data should be clearly marked and separable from the remainder of the proposal.

#### **2.2.8 – ACKNOWLEDGEMENT OF AMENDMENTS TO RFP**

This RFP may not be modified unless done by an Amendment made in writing by the OAG. Offerors must acknowledge in writing the receipt of any amendments to this RFP. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, offerors must sign the Acknowledgment Form and return the signed copy via e-mail or fax to OAG. Signed Acknowledgment Forms for every amendment must also be included with the proposal submission. Offerors who fail to properly submit Amendment Acknowledgment Forms may be deemed non responsive and disqualified from participating in this solicitation.

### **2.3 – EVENTS, CONFERENCES and/or MEETINGS PERTINENT TO THIS RFP**

#### **2.3.1 – PRE-PROPOSAL CONFERENCE**

Pre-Proposal Conference(s), as appropriate, may be conducted in accordance with 2 GAR Div. 4 § 3109(g)(4) (Pre-Proposal Conferences). Such a conference may be held at any time prior to the established date for submission of proposals.

A pre-proposal conference may be held at OAG's discretion. Any potential offeror may submit a request for a pre-proposal conference in writing to the attention of Leevin T. Camacho, Attorney General of Guam. In the event OAG determines to hold a pre-proposal conference, all potential offerors, that is all offerors who have requested and received an RFP packet from OAG, will be informed of the date, time, location and requirements of the pre-proposal conference. A summary, minutes or recording of the pre-proposal conference will be made available to all potential offerors.

At any pre-proposal conference or site visit, OAG may provide verbal answers to verbal questions from potential Offerors. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL OAG RESPONSE.** All questions must be submitted in writing in accordance with Section 2.3.2 – Pre-Proposal Written Questions. Only written answers may be relied upon.

#### **2.3.2 – PRE-PROPOSAL WRITTEN QUESTIONS**

Potential Offerors may submit written questions concerning this RFP before the time and date listed below. Questions must be submitted in writing according to the instructions contained in Section 2.2.2 herein. All questions and responses will be made available in writing to every potential offeror. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this RFP must be received in writing by OAG by:

TIME: **5:00 PM** Chamorro Standard Time (ChST)

DATE: **Friday, July 9, 2021**

## 2.4 – AWARD

### 2.4.1 – EVALUATION FACTORS FOR AWARD

OAG will award a contract to the best qualified Offeror. In determining the best qualified Offeror, OAG will evaluate each proposal according to the factors below. A total of 100 points is available.

<b>Evaluation Factors</b>	<b>Points</b>
The plan for performing the required services	30
The ability to perform the services as reflected by the technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services	25
The personnel, equipment, and facilities to perform the required services	25
A record of past performance of similar size and scope of work	20
<b>Total Available Points</b>	<b>100</b>

### 2.4.2- DETERMINATION OF RESPONSIBILITY

Responsibility of an offeror will be determined in accordance with 2 GAR §3116. Offerors should be prepared to promptly provide to OAG information relating to the offeror's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources, expertise, or records of performance. Failure of an offeror to comply with a request by OAG for information relating to responsibility may result in a determination that the offeror is not responsible and therefore disqualified from an award.

### 2.4.3 – NOTICE AND EXECUTION OF AWARD

Any award pursuant to this RFP will not be complete until an agreement for the scope of work and the project is fully executed by the selected Offeror, OAG, and other required parties. A sample agreement is included in this RFP as ATTACHMENT 1. OAG reserves the right to alter the sample agreement as allowed by applicable law or regulation.

## 2.5 – GENERAL INFORMATION

### 2.5.1 – DELIVERY AND PERFORMANCE SCHEDULE

The selected contractor shall commence work on the date specified in the notice to proceed. A contract for goods and/or services procured through this RFP shall be subject to the availability of funds and applicable delivery and payment deadlines.



### **2.5.2 – METHOD OF PAYMENT**

Offerors submitting proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in the contract and tied to satisfactory completion and progress of assigned tasks.

### **2.5.3 – INSPECTION AND ACCEPTANCE OF GOODS**

Offerors submitting proposals in response to this RFP should be aware that OAG reserves the right to inspect and test all goods, supplies, materials or equipment delivered in response to this RFP. OAG reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this RFP.

### **2.5.4 – ALTERNATE PROPOSALS**

An alternate proposal will not be accepted. A submission of an alternate proposal will be considered nonresponsive and disqualified from participating in this solicitation.

### **2.5.5 – SAMPLES OR DESCRIPTIVE LITERATURE**

Pursuant to 2 GAR Div. 4 § 3109(e)(3), samples or descriptive literature should not be submitted to OAG unless expressly requested within this RFP. Regardless of any condition set by an offeror, unsolicited samples or descriptive literature will not be examined, tested, or deemed to vary any requirements of this RFP.

## **SECTION 3 – TERMS AND CONDITIONS**

### **3.1 – REQUIREMENTS FOR ALL SOLICITATIONS**

Proposals must fulfill the requirements for all solicitations identified in this RFP. Each of the forms identified herein must be completed and returned according to the instructions provided. The term “GCA” refers to the Guam Code Annotated. The term “GAR” refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this RFP shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

### **3.2 – LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY IN FAVOR OF LOCAL PROCUREMENT**

Offerors providing services or supplies pursuant to or in support of this RFP are subject to licensure requirements in accordance with 5 GCA § 5008. Information about obtaining a license to do business on Guam may be obtained from the Guam Department of Revenue and Taxation. Preferential selection of businesses licensed to do business on Guam may be made in accordance with 5 GCA § 5008.

### **3.3 – LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS**

Offerors must complete and submit all forms required by this RFP and those listed in Section 4 herein.

### **3.4 – DISCLOSURE OF OWNERSHIP AND COMMISSIONS**

Offerors must expressly identify all major shareholders in accordance with 5 GCA § 5233.

***\*\*\*AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included in all proposals to this RFP\*\*\****

### **3.5 – OFFERORS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION**

By submitting a proposal, an Offeror certifies that the price or offer in its proposal was independently arrived at without collusion in accordance with 2 GAR § 3126(b).

***\*\*\*AG Procurement Form 003 (Jul. 12, 2010) must be completed and included in all responses to this RFP\*\*\****

### **3.6 – PROHIBITION AGAINST GRATUITIES AND KICKBACKS**

By submitting a proposal, an Offeror certifies to the best of its knowledge that neither it, nor any of its officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA § 5630.

Offerors submitting proposals must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the Offerors response to this RFP. 5 GCA § 5630(c); 2GAR § 11107(3) and 11107(4) (e).

***\*\*\*AG Procurement Form 004 (Jul. 12, 2010) must be completed and included in all responses to this RFP\*\*\****

### **3.7 – REPRESENTATION REGARDING ETHICAL STANDARDS**

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

***\*\*\*AG Procurement Form 005 (Jul. 12, 2010) must be completed and included in all responses to this RFP\*\*\****

### **3.8 – REPRESENTATION REGARDING CONTINGENT FEES**

By submitting a proposal, Offeror represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, in accordance with 5 GCA § 5631.

***\*\*\*AG Procurement Form 007 (Jul. 12, 2010) must be completed and included in all responses to this RFP\*\*\****

### **3.9 – RIGHT OF OAG TO CANCEL REQUEST FOR PROPOSAL**

OAG reserves the right to cancel this RFP at any time when it is in the best interests of OAG, in accordance with 5 GCA § 5225 and 2 GAR § 3115(c).

OAG reserves the right to reject any proposal in whole or in part when it is in the best interest of the Department, in accordance with 2 GAR Div. 4 § 3115(e)(2).

### **3.10 – PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS**

Any entity providing services pursuant to this RFP is prohibited from employing sex offenders to provide the services or goods being procured through this RFP. Specifically, pursuant to 5 GCA § 5253:

#### **§ 5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.**

- a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- d) Any contractor found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

**SOURCE:** Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

### **3.11 – WAGE AND BENEFITS DETERMINATION FOR SERVICES**

Offerors submitting proposals must pay employees providing services procured through this RFP in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the U.S. Department of Labor's website: <http://www.wdol.gov>.

Offerors submitting proposals must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per

annum per employee. 5 GCA § 5802.

**\*\*\*AG Procurement Form 006 (Feb. 16, 2010) must be completed and included in all responses to this RFP.\*\*\***

**3.12 – MANDATORY DISPUTES CLAUSE (2 GAR § 9103(g))**

- A. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the OAG in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if OAG does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. OAG shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of OAG and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by OAG; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where OAG has made a written determination that continuation of work under the contract is essential to public health and safety.
- B. Any disputes for expenses incurred in reliance upon this agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

**Section 4 – FORMS REQUIRED FOR ALL PROPOSALS SUBMITTED IN RESPONSE TO RFP**

Proposal must contain signed and, where required, notarized originals of the forms listed below.

	<u>Form Name</u>	<u>Form Title</u>
<b>1.</b>	OAG Procurement Form 020 (see page 14)	SPECIAL PROVISION – RESTRICTION AGAINST SEX OFFENDERS
<b>2.</b>	OAG Procurement Form 021 (see page 15)	REQUEST FOR PROPOSAL – DESIGNATION OF PROPRIETARY INFORMATION
<b>3.</b>	AG Procurement Form 002 (Rev. Nov. 17, 2005)	AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
<b>4.</b>	AG Procurement Form 003 (Jul. 12, 2010)	AFFIDAVIT re NON-COLLUSION
<b>5.</b>	AG Procurement Form 004 (Jul. 12, 2010)	AFFIDAVIT re GRATUITIES or KICKBACKS
<b>6.</b>	AG Procurement Form 005 (Jul. 12, 2010)	AFFIDAVIT re ETHICAL STANDARDS
<b>7.</b>	AG Procurement Form 006 (Feb. 16, 2010)	DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
<b>8.</b>	AG Procurement Form 007 (Jul. 15, 2010)	AFFIDAVIT re CONTINGENT FEES

**Special Provisions**

RFP: **001-2021**

**RE: PROFESSIONAL SERVICE**  
**FOR**  
**MEDIATION SERVICE PROVIDER**

**Restriction against Sex Offenders Employed by service providers to  
Government of Guam from working on Government 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 government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government 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 Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

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Signature of Offeror

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

**OFFICE OF THE ATTORNEY GENERAL  
ADMINISTRATION DIVISION  
590 S. MARINE CORPS DRIVE  
ITC BUILDING, SUITE 901  
HAGÁTÑA, GUAM 96913  
TEL: 671-475-3324 | FAX: 671-477-4703**

**REQUEST FOR PROPOSAL – DESIGNATION OF PROPRIETARY INFORMATION**

All Offerors are advised that pursuant to 2 GAR §3114(h) if a contract is awarded pursuant to a Request for Proposals (RFP), the successful proposal may be incorporated into the contract and thereafter considered public information. If an Offeror wishes to prevent the public release of certain information within a proposal on the basis that such information is a trade secret or other proprietary data, the Offeror must clearly designate the sections of the proposal as proprietary information and request in writing that such information be exempt from public disclosure.

For proposals selected for award under an RFP, the Attorney General, Office of the Attorney General (OAG) or her designee will examine requests to designate information as proprietary and issue a decision in writing as to whether such information will be considered proprietary. Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3114(h)(2).

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

I, \_\_\_\_\_, an authorized representative of \_\_\_\_\_, hereby request that the sections and page numbers listed below of the proposal submitted in response to **RFP 001-2021, Mediation Services**, be considered a trade secret or proprietary data and therefore exempt from public disclosure:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Title: \_\_\_\_\_

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

OAG Procurement Form 021





**AFFIDAVIT re NON-COLLUSION**

**CITY OF \_\_\_\_\_ )**  
**ISLAND OF GUAM ) ss.**  
**)**

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

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

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror’s officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires \_\_\_\_\_.



**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 government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

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

Subscribed and sworn to before me  
 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires \_\_\_\_\_, \_\_\_\_\_.

AG Procurement Form 005 (Jul. 12, 2010)

**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify under penalty of perjury:

- (1) That I am \_\_\_\_\_ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

\_\_\_\_\_  
Signature

AG Procurement Form 006 (Feb. 16, 2010)

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary Of | WAGE AND HOUR DIVISION  
Labor | WASHINGTON D.C. 20210

Wage Determination No.: 2015-5694

Daniel W. Simms Division of | Revision No.: 12  
Director Wage Determinations | Date Of Last Revision:  
07/24/2020

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43

01035 - Court Reporter	17.40
01041 - Customer Service Representative I	11.51
01042 - Customer Service Representative II	12.94
01043 - Customer Service Representative III	14.12
01051 - Data Entry Operator I	12.15
01052 - Data Entry Operator II	13.25
01060 - Dispatcher Motor Vehicle	15.81
01070 - Document Preparation Clerk	13.85
01090 - Duplicating Machine Operator	13.85
01111 - General Clerk I	10.35
01112 - General Clerk II	11.29
01113 - General Clerk III	12.68
01120 - Housing Referral Assistant	19.39
01141 - Messenger Courier	11.37
01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.95
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	21.78
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	14.00
01410 - Supply Technician	21.43
01420 - Survey Worker	16.79
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	13.01
01532 - Travel Clerk II	14.12
01533 - Travel Clerk III	15.09
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	14.82
05010 - Automotive Electrician	13.92
05040 - Automotive Glass Installer	13.02
05070 - Automotive Worker	13.02
05110 - Mobile Equipment Servicer	11.16
05130 - Motor Equipment Metal Mechanic	14.82

05160 - Motor Equipment Metal Worker	13.02
05190 - Motor Vehicle Mechanic	14.82
05220 - Motor Vehicle Mechanic Helper	10.22
05250 - Motor Vehicle Upholstery Worker	12.11
05280 - Motor Vehicle Wrecker	13.02
05310 - Painter Automotive	13.92
05340 - Radiator Repair Specialist	13.02
05370 - Tire Repairer	12.34
05400 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05
07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.26
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.54
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	15.02

12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.33
12305 - Radiologic Technologist	23.03
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.35
13012 - Exhibits Specialist II	25.20
13013 - Exhibits Specialist III	30.83
13041 - Illustrator I	20.35
13042 - Illustrator II	25.20
13043 - Illustrator III	30.83
13047 - Librarian	27.91
13050 - Library Aide/Clerk	16.20
13054 - Library Information Technology Systems Administrator	25.20
13058 - Library Technician	16.64



13061	- Media Specialist I		18.18
13062	- Media Specialist II		20.35
13063	- Media Specialist III		22.68
13071	- Photographer I		18.18
13072	- Photographer II		20.35
13073	- Photographer III		25.20
13074	- Photographer IV		30.83
13075	- Photographer V		37.30
13090	- Technical Order Library Clerk		20.35
13110	- Video Teleconference Technician		17.38
14000	- Information Technology Occupations		
14041	- Computer Operator I		15.71
14042	- Computer Operator II		17.22
14043	- Computer Operator III		19.19
14044	- Computer Operator IV		21.33
14045	- Computer Operator V		23.62
14071	- Computer Programmer I	(see 1)	15.73
14072	- Computer Programmer II	(see 1)	19.50
14073	- Computer Programmer III	(see 1)	23.84
14074	- Computer Programmer IV	(see 1)	
14101	- Computer Systems Analyst I	(see 1)	24.23
14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		15.71
14160	- Personal Computer Support Technician		21.33
14170	- System Support Specialist		21.24
15000	- Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		24.23
15020	- Aircrew Training Devices Instructor (Rated)		29.32
15030	- Air Crew Training Devices Instructor (Pilot)		34.91
15050	- Computer Based Training Specialist / Instructor		24.23
15060	- Educational Technologist		27.61
15070	- Flight Instructor (Pilot)		34.91
15080	- Graphic Artist		20.47
15085	- Maintenance Test Pilot Fixed Jet/Prop		34.91
15086	- Maintenance Test Pilot Rotary Wing		34.91
15088	- Non-Maintenance Test/Co-Pilot		34.91
15090	- Technical Instructor		17.67
15095	- Technical Instructor/Course Developer		21.62
15110	- Test Proctor		14.27

15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning	9.88
16130 - Presser Machine Shirts	9.88
16160 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.04
19040 - Tool And Die Maker	22.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.76
21150 - Stock Clerk	20.75
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	17.70
23021 - Aircraft Mechanic I	21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.07
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.70
23070 - Aircraft Survival Flight Equipment Technician	20.35
23080 - Aircraft Worker	19.12

23091 - Aircrew Life Support Equipment (ALSE) Mechanic	
19.12	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	
21.67 II	
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86
23182 - Electronics Technician Maintenance II	18.04
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	14.49
23311 - Fuel Distribution System Mechanic	19.21
23312 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.70
23382 - Ground Support Equipment Worker	19.12
23391 - Gunsmith I	14.49
23392 - Gunsmith II	16.86
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	17.12
23460 - Instrument Mechanic	19.21
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	11.37
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	19.21
23592 - Metrology Technician II	20.42
23593 - Metrology Technician III	21.63
23640 - Millwright	19.21

23710 - Office Appliance Repairer	18.04
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	19.21
23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.91
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.95
23965 - Well Driller	19.21
23970 - Woodcraft Worker	19.21
23980 - Woodworker	14.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.72
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.72
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.21
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	19.21
25190 - Ventilation Equipment Tender	13.27
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40

28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	12.79
28042	- Carnival Equipment Repairer	13.97
28043	- Carnival Worker	9.45
28210	- Gate Attendant/Gate Tender	13.18
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	14.74
28510	- Recreation Aide/Health Facility Attendant	11.84
28515	- Recreation Specialist	18.26
28630	- Sports Official	11.74
28690	- Swimming Pool Operator	17.71
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	23.62
29020	- Hatch Tender	23.62
29030	- Line Handler	23.62
29041	- Stevedore I	21.98
29042	- Stevedore II	25.26
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist Center (HFO)	(see
2)	39.89	
30011	- Air Traffic Control Specialist Station (HFO)	(see
2)	27.50	
30012	- Air Traffic Control Specialist Terminal (HFO)	(see
2)	30.29	
30021	- Archeological Technician I	17.49
30022	- Archeological Technician II	19.56
30023	- Archeological Technician III	24.21
30030	- Cartographic Technician	23.18
30040	- Civil Engineering Technician	23.08
30051	- Cryogenic Technician I	25.57
30052	- Cryogenic Technician II	28.24
30061	- Drafter/CAD Operator I	17.49
30062	- Drafter/CAD Operator II	19.56
30063	- Drafter/CAD Operator III	20.77
30064	- Drafter/CAD Operator IV	25.57
30081	- Engineering Technician I	14.84
30082	- Engineering Technician II	16.66
30083	- Engineering Technician III	18.64
30084	- Engineering Technician IV	23.08
30085	- Engineering Technician V	28.24
30086	- Engineering Technician VI	34.16
30090	- Environmental Technician	23.08

30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.94
30363 - Paralegal/Legal Assistant III	29.29
30364 - Paralegal/Legal Assistant IV	35.44
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or (see 2) 20.77 Surface Programs	
30621 - Weather Observer Senior (see 2) 23.08	
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	10.37
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.48

99050 - Desk Clerk	9.70
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
9251 - Laboratory Animal Caretaker I	22.67
99252 - Laboratory Animal Caretaker II	24.77
99260 - Marketing Analyst	21.54
99310 - Mortician	25.35
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	14.91
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.75
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.67
99841 - Vending Machine Repairer	28.88
99842 - Vending Machine Repairer Helper	22.67

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



ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and

incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like;

minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering

in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

**Conformance Process:**

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

this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S.

Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

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

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

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

**AFFIDAVIT re CONTINGENT FEES**

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

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

Subscribed and sworn to before me  
  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

*AG Procurement Form 007*