

**REQUEST FOR PROPOSAL**

**VISITOR SAFETY OFFICERS**

**GVB RFP NO. 2019-006**

GUAM VISITORS BUREAU REQUEST FOR PROPOSAL	
RFP Number: <u>GVB RFP NO. 2019-006</u>	RFP Title: <b>Request for Proposal for VISITOR SAFETY OFFICERS</b>
RFP Due Date and Time:  September 23, 2019; 5:00 p.m.	Number of Pages: 57; including required affidavits and forms.
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: August 28, 2019
Pilar Lagaña President and CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a>
INSTRUCTIONS TO OFFERORS	
DELIVERY OF PROPOSAL <i>By U.S. Mail or Deliver Only to the attention of:</i>  Pilar Lagaña President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	MARK FACE OF ENVELOPE/PACKAGE:  <b>VISITOR SAFETY OFFICERS</b> RFP Number: GVB RFP No. 2019-006 RFP Due Date: September 23, 2019; 5:00 p.m.
	SPECIAL INSTRUCTIONS:  Mark " <b>Confidential RFP Document</b> " on envelope and in accordance with Section 1.7 of the RFP
IMPORTANT: SEE TERMS AND CONDITIONS OFFERORS MUST COMPLETE THE FOLLOWING	
OFFEROR NAME/MAILING ADDRESS:	AUTHORIZED OFFEROR SIGNATORY:  (Please print name and sign in ink)
OFFEROR TITLE:	OFFEROR EMAIL ADDRESS:
OFFEROR TELEPHONE NUMBER:	OFFEROR FAX NUMBER:
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

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## OFFEROR'S RFP CHECKLIST

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

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

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

## SCHEDULE OF EVENTS

### VISITOR SAFETY OFFICERS GVB RFP 2019-006

<u>DATE</u>	<u>EVENT</u>
August 28, 2019 (WED)	RFP Issue Date/Public Announcement RFP packets available at GVB website or GVB office at 401 Pale San Vitores, Road, Tumon.
September 3, 2019 (TUE)	5:00 p.m. - Deadline to submit written questions* *GVB response will be provided directly to all registered participants via email and posted on <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a> .
September 23, 2017 (MON)	5:00 p.m. - RFP submission deadline

## VISITOR SAFETY OFFICERS

The Guam Visitors Bureau (GVB), a public non-stock, non-profit, membership corporation, issues this Request for Proposal (“RFP”) soliciting proposals from businesses (“Offeror”) to provide a concierge service for tourists and visitors in the Tumon area, working closely with the Guam Police Department to establish a visible presence of security and assistance for our tourists along San Vitores Road and beach areas. This solicitation is entitled **VISITOR SAFETY OFFICERS**.

Request for Proposal (RFP) packages may be obtained at the GVB’s Main Office, in Tumon, Guam, anytime from Monday through Friday, excluding Guam holidays, between 8:00 a.m. and 5:00 p.m. The RFP may also be downloaded at the Guam Visitors Bureau’s website at [www.guamvisitorsbureau.com](http://www.guamvisitorsbureau.com).

A **non-refundable US\$25.00 fee** is required for each USB Packet picked up at the GVB office. Methods of acceptable payment to the Bureau are:

- 1) US\$ Cash
- 2) Bank Wire Transfer
- 3) Major Credit Card – Visa, MC, Discover, JCB

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

The right is reserved to reject any or all proposals or bids, waive any imperfection in the bid proposal or cancel this solicitation all according to law in the interest of GVB.

**If you are interested in submitting an offer for GVB RFP 2019-006 VISITOR SAFETY OFFICERS, please send your proposal to:** Pilar Laguaña, President and CEO, Guam Visitors Bureau, 401 Pale San Vitores Road, Tumon, Guam 96913. **Deadline for submission of all proposals is 5:00 p.m. (Guam Time) on Monday, September 23, 2019.**

/s/ PILAR LAGUAÑA  
President and CEO

## SECTION 1

## REQUEST FOR PROPOSALS OVERVIEW

### 1.0 Background and Intent

Tourism is the largest single private sector contributor to Guam's economy, representing \$1.2 billion annually in island revenues and supporting approximately a third of island employment.

GVB has a vested interest in protecting and ensuring the safety and security of all visitors. GVB's FY2018 exit surveys indicate that safety is a top travel motivator across all of Guam's tourism source markets. Crimes against tourists threaten Guam's image as a safe, family-friendly destination, and has had a negative impact on Guam's number one industry. If ignored, the effects on the local economy would be devastating and lead to a loss of jobs and government tax revenue.

GVB instituted the Visitor Safety Officer program (VSO) in 2014 to address this issue and the feedback received on the VSO presence since then was crucial in the determination to continue and expand this much need program.

It is important to note that the VSO program is not intended to replace the Guam Police Department (GPD) in any way. The VSO program is to supplement and support GPD's mission in Tumon and Hagåtña.

### 1.1 Scope of Work

The contractor will provide concierge services primarily in the areas of Tumon and Hagåtña that are most populated by tourists. Said services shall not replace the peacekeeping mandate of the Guam Police Department or the emergency response services of the Guam Fire Department's search and rescue operations. Rather, their role is to maintain high visibility and perform and provide any services as detailed in Appendix A to the extent necessary to meet GVB's need (not all-inclusive). The contractor will in no way outsource a third-party vendor to fulfill representation services for GVB nor act as a representative on behalf of the contractor.

**The Services required under this RFP include but are not limited to services contained in Appendix A.**

### 1.2 RFP Process

It is in the best interest of the Offeror to register online at [www.guamvisitorsbureau.com](http://www.guamvisitorsbureau.com) to download the complete RFP solicitation packet; or by registering at GVB if the packet is obtained at the GVB office at 401 Pale San Vitores Road, Tumon, Guam 96913.

All inquiries pertaining to this RFP are to be addressed to the President & CEO, acting in the capacity of the Chief Procurement Officer, Guam Visitors Bureau, 401 Pale San Vitores Road, Tumon, Guam 96913. From the date of issuance of this RFP until the award of any contract, Prospective Offerors are not permitted to contact GVB, GVB's Board of Directors, GVB employees, and/or the Selection Committee related to this solicitation, except as provided for in these instructions. Offerors who violate this requirement will be disqualified.



The President & CEO or his designee(s) will coordinate all questions through GVB Procurement and will respond in writing. The President & CEO may also be contacted at (671) 646-5278/9, or via email at [procurement@visitguam.org](mailto:procurement@visitguam.org). If an addendum is required it will be issued by GVB, and posted on the GVB website at [www.guamvisitorsbureau.com](http://www.guamvisitorsbureau.com).

If it becomes necessary to revise or amend any part of this RFP, GVB will publish a revision by written addendum on its website and notify all prospective Offerors who have registered. Offerors will be responsible for adhering to the requirements of any addenda to this RFP.

Offerors are to rely, for information regarding this RFP, on the RFP itself and information provided by the President & CEO as indicated in the introduction to this RFP. GVB is not responsible for any misinformation received from other sources.

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Offeror. GVB will in no way be responsible for delays caused by the U.S. Post Office, courier services, or by any entity or by any occurrence.

By submitting a Proposal, the Offeror agrees to accept and abide by the terms of this RFP. GVB reserves the right to reject any or all submittals, to waive any informality or irregularity, and to accept any submittals which it may deem to be in the best interest of GVB and the territory.

### 1.3 RFP Submission Criteria

- A. Each Offeror shall submit six (6) complete sets of the proposal: one (1) marked "ORIGINAL" and five (5) marked "COPY."
- B. An official authorized to legally bind the Offeror to all RFP provisions contained herein shall sign the proposal. Submittals will be considered incomplete if they do not bear the signature of an agent of the Offeror who is in a position to contractually bind the Offeror.
- C. Terms and conditions differing from those set forth in this RFP may be cause for disqualification of the proposal.
- D. Offeror must designate those portions of their proposal, if any, they believe contain trade secrets or proprietary data which Offeror wants to keep confidential.
- E. Offeror must organize proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections and appendices is required. If no explanation or clarification is required in the Offeror's response to a specific subsection, the Offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement: **"(Offeror's Name) understands and will comply."**

### 1.4 Requests for Clarification

- A. It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained in the RFP. Any inquiry regarding this solicitation must be made in writing and in accordance with the requirements of this RFP. To be considered, inquiries must be addressed to GVB's point of contact set forth above.

- B. GVB will issue responses to inquiries in writing prior to the date on which proposals are due. GVB will email, airmail, and post on the GVB website said responses to each person recorded as having been furnished with a copy of this RFP, and prospective Offerors are responsible for ensuring that they receive all such responses. To ascertain whether GVB issued such responses with respect to this RFP, prospective Offerors may contact GVB's point of contact as set forth above.
- C. Prospective offers and Offerors should not rely on any representations, statements, or clarifications not made in this RFP or in a formal GVB response. GVB will not be responsible for any oral representation(s) given by any employee, representative, or other individual. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.

### 1.5 Schedule of Events

Offerors must abide by the Schedule of Events as indicated on page 6 of this RFP.

### 1.6 RFP Closing Date

Proposals shall be submitted to GVB no later than **5:00 p.m. Chamorro (Guam) Standard time, September 23, 2019 (MON)** at 401 Pale San Vitores Road, Tumon, Guam, 96913. Proposals received after this date and time will not be considered.

### 1.7 Delivery of Proposals *(FACSIMILE AND E-MAIL OF PROPOSALS WILL NOT BE ACCEPTED)*

All proposals shall be sealed and delivered or mailed to:

ATTN: **PILAR LAGUAÑA**  
President & CEO  
Guam Visitors Bureau  
401 Pale San Vitores Road  
Tumon, Guam 96913

### Mark package(s):

**YOUR COMPANY NAME**  
SUBMISSION IN RESPONSE TO GVB RFP 2019-006  
**VISITOR SAFETY OFFICERS**  
**CONFIDENTIAL DOCUMENT ENCLOSED**

**Note:** Please ensure that if a third-party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that it is properly instructed to deliver your proposal only to GVB at the address noted above and that the **COVER of the package clearly identifies your company name and solicitation number and title**. To be considered, a proposal must be received and accepted by GVB before the RFP closing date and time.

### 1.8 Offeror's Responsibilities

An Offeror, by submitting a proposal, represents that:

- A. The Offeror has read and understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The Offeror possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to GVB, and;
- C. Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ensure that they can comply with the requirements affecting the full performance of the contract and to verify any representations made by GVB upon which the Offeror will rely. If the Offeror receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Offeror for additional compensation or relief.

### **1.9 Conflict of Interest**

All Offerors shall complete and have notarized the attached disclosure form of any potential conflict of interest that an Offeror may have due to ownership, other clients, contracts, or interests associated with this RFP.

### **1.10 Certificates**

GVB reserves the right to require proof that the Offeror is an established business and is abiding by the regulations and laws of Guam, such as but not limited to occupational licenses and business licenses.

Offeror shall attach a copy of its business license. Offeror shall include all current licenses, certifications, and any additional documentation that illustrates the Offeror's qualifications to perform the services specified in this RFP.

### **1.11 Presentations by Offerors**

GVB at its sole discretion may ask individual Offerors to make oral presentations and/or demonstrations without charge to GVB.

GVB reserves the right to require any Offeror to demonstrate to the satisfaction of GVB that the Offeror has the requisite ability to properly furnish the services and requirements of this RFP. The demonstration must satisfy GVB and GVB shall be the sole judge of compliance.

Offerors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

### **1.12 Award**

GVB reserves the right to award the contract to the Offeror that GVB deems to be the best qualified. In addition, GVB at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the territory of Guam's best interest to do so.

This RFP does not commit GVB to award a contract. GVB shall not be responsible for any cost or expense, which may be incurred by the Offeror in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Offeror prior to the execution of a contract.

### **1.13 Records and Right to Audit**

The Offeror shall maintain such financial records and other records as may be prescribed by GVB or by applicable federal and local laws, rules, and regulations.

### **1.14 Offeror's Personnel**

- A. The Offeror shall comply with all:
  - 1. Local laws, regulations, and labor union agreements governing work hours; and
  - 2. Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.
- B. The Offeror shall indemnify and hold GVB harmless from all claims arising out of the requirements of this provision. This indemnity includes the Offeror's obligation to defend and/or resolve, without cost to GVB, any claims or litigation concerning allegations that the Offeror or GVB, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by the contract.

### **1.15 Termination / Cancellation of Contract**

GVB reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the Offeror of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Offeror of any obligations or liabilities resulting from any acts committed by the Offeror prior to the termination of the contract.

Termination for Default. GVB shall notify the Offeror in writing of deficiencies or default in the performance of its duties under the contract and the Offeror shall have ten (10) days to correct same or to request, in writing, a hearing. GVB shall hear and act upon same within twenty (20) days from receipt of said request and shall notify the Offeror of said action. The action by GVB shall be either to confirm, in whole or in part, the specified deficiencies or default, or to relieve the Offeror of responsibilities for said deficiencies or default, or find that there are no deficiencies or default, or such action as deemed necessary in the judgment of GVB. Failure of the Offeror to remedy said specified items of deficiency or default in the notice by GVB within ten (10) days of

receipt of such notice of such decision, shall result in the termination of the contract, and GVB shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the contract.

### **1.16 Independent Contractor Relationship**

Offeror shall provide the services required herein strictly under a contractual relationship with GVB and is not, nor shall be, construed to be an agent or employee of GVB. As an independent contractor, the Offeror shall pay any and all applicable taxes required by law and shall comply with all pertinent federal and local statutes. Benefits for Offeror, its employees and subcontractors shall be the sole responsibility of the Offeror including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and workers and unemployment compensation.

The Offeror shall hire, compensate, supervise, and terminate members of its work force, and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The Offeror shall not be provided special space, facilities, or equipment by GVB to perform any of the duties required by the contract nor shall GVB pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work, the successful Offeror will be required to sign a written contract incorporating the specifications and terms of the RFP and the response thereto. The initial contract term is for a one-year period, with four one-year options to renew. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefor.

Upon expiration of the fifth contract term, the President & CEO may have the option to extend contract for a period not to exceed [90 days] from the ending term date, or until such time GVB is able to secure a new contract.

### **1.17 Assignment/Subcontract**

The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of GVB. Subcontractors shall be subject to all provisions of the resulting contract. GVB shall approve any requests for assignments and/or subcontracting prior to execution.

### **1.18 Governing Laws**

Except to the extent federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of the RFP and any contract resulting from this RFP. Venue of any court action shall be in Guam. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

Any dispute arising under or out of this RFP and/or contract is subject to the provisions of Title 2 Guam Administrative Rules and Regulations, Division 4 (Procurement Regulations), Chapter 9 (Legal and Contractual Remedies); Title 5 Guam Code Annotated, Chapter 5 (Guam Procurement Law), Article 9 (Legal and Contractual Remedies); and any other applicable laws, statutes, or regulations.

### **1.19 Indemnification of GVB**

The Offeror shall indemnify, hold harmless, and defend GVB, its officers, agents, and employees from or on account of any claims losses, expenses, injuries, damages, actions, lawsuits, judgments, or liability resulting or arising from Offeror's performance or nonperformance of services pursuant to the contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of GVB, its officers, agents, or employees. The indemnification shall obligate the Offeror to defend at its own expense or to provide for such defense, at GVB's option, any and all claims and suits brought against GVB, which may result from Offeror's performance or nonperformance of services pursuant to the contract.

### **1.20 Modifications Due to Public Welfare or Change in Law**

GVB shall have the power to make changes in the contract as the result of changes in law and to impose new rules and regulations on the Offeror under the contract relative to the scope and methods of providing services as shall, from time-to-time, be necessary and desirable for the public welfare. GVB shall give the Offeror notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Offeror. In the event of any future change in federal or Guam laws, GVB materially alters the obligations of the Offeror, or the benefits to GVB, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Offeror, then the Offeror or GVB shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. GVB and the Offeror agree to enter into good faith

negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, GVB and the Offeror shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Offeror directly and demonstrably due to any modification in the contract under this clause.

### **1.21 Force Majeure**

GVB and the Offeror will exercise every reasonable effort to meet their respective obligations as outlined in the RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

## 1.22 Confidential or Proprietary Information

Proposals of Offerors who are not awarded the contract shall not be opened to public inspection but will be part of the official procurement record. After award, the proposal of the Offeror receiving a contract will become available for public inspection. If the Offeror selected for award has requested in writing upon submission of Proposal the non-disclosure of trade secrets or other proprietary data so identified, GVB shall examine the designated information to determine whether such information shall be considered proprietary. If GVB and Offeror are unable to agree as to the disclosure of certain portions of Offeror's proposal, GVB shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal, or protests under 5 GCA Article 9 (Legal and Contractual Remedies) of the Guam Procurement Law, the information may be so disclosed. (See also Title 2, Guam Administrative Regulations, Division 4, Section 3114(h)(1)).

## 1.23 Submission of Fee(s)

The Offeror determined to be best qualified will be notified to submit to GVB, at a time specified by GVB and prior to commencement of negotiations, their fee to perform the required services.

**\* \* \* END OF SECTION I \* \* \***

## **SECTION II EVALUATION PROCEDURE AND CRITERIA**

### 2.0 Evaluation Process

Selection of the best qualified offeror will be based on the qualifications, experience, and commitment of the Offeror's lead and support individuals proposed for this RFP, and the Offeror's plan of action. GVB plans to negotiate a contract with the best-qualified Offeror for the required services at a compensation rate determined in writing to be fair and reasonable.

#### 2.1 Evaluation Committee

The GVB President & CEO will form an Evaluation Committee. Evaluations may be conducted as a group or individually, however, each Evaluator shall use the same evaluation form and the results compiled to present a cumulative score with recommendation(s) to the President & CEO. The President & CEO shall then request the approval of GVB's Board of Directors approval to enter into negotiations with the best-qualified Offeror.

#### 2.2 Evaluation Criteria & Scale

The Evaluation Committee will review and evaluate all offers according to the established criteria contained herein based on a maximum possible value of 100 points. All proposals must include the following and will be scored by the point scale provided:

- A. Qualifications and Relevant Experience (40 pts).**  
*This must include, but is not limited to, the following:*

- (1) Offeror is experienced in providing the services as described in Appendix A;
- (2) Offeror must demonstrate its ability to provide the necessary infrastructure for this service.

**B. Detailed Plan of Performance – Approach & Strategy (30 pts).**

*Plan of Performance must include the Offeror's Approach and Strategy to carrying out the services sought herein. This must include, but is not limited to, the following:*

- (1) *The Offeror shall provide a detailed plan for project execution.*
- (2) *The Offeror shall include information about the proposed subcontractors (if any) it would engage to affect a full turn-key service.*
- (3) *The Offeror shall describe its conception of the best working relationship with GVB and other governmental agencies that would ensure the success of this project.*
- (4) *At a minimum the Offeror shall provide:*
  - (a) *Name and address of Offeror*
  - (b) *Age of Offeror's business*
  - (c) *List of all subcontractors for this project (if any).*

**C. Methodology, Level of Effort, Adequacy and Available Resources (15 pts).**

*Evaluation of the methodology, level of effort, adequacy and reasonableness of resources proposed by the firm to accomplish the Scope of Work and demonstrated ability to execute said proposal in a timely fashion, including evidence of satisfactory on-time completion and expertise of the project director and other staff assigned to this project.*

**D. Completeness, technical competence and clarity of proposal (10 pts).**

*Evaluation of the complete proposal to determine Offeror's attention to detail, including:*

- (1) *Proof of the license to do business on Guam and statement of no pending legal issues with the government or other private companies.*
- (2) *Affidavits notarized in the state or territory of the Offeror's principal place of establishment and adherence to any amendments issued by GVB.*

**E. Completeness List of Completed Contracts (5 pts).**

*A list of contracts should be provided, which should be within the last five (5) years. At minimum, the Offeror shall provide project title, brief project description, date(s) of service (start to finish), contact name, telephone and email address for each project listed. A Past Performance Questionnaire will be provided for the Offeror to forward to each reference source provided.*

**TOTAL MAXIMUM POINTS.....(100 Points)**



## 2.3 Investigation and Rejection

GVB reserves the right to conduct any investigation deemed necessary as to the background, qualifications, experience, and record of performance of any Offeror, and to reject any or all proposals if deemed necessary in the public interest. GVB shall review and determine whether an Offeror has the necessary qualifications, staffing, management, and experience required to properly conduct the work in accordance with all applicable laws, statutes, and regulations.

\* \* \* END OF SECTION II \* \* \*

## SECTION III INSTRUCTIONS TO OFFERORS

### 3.0 Defined Terms

The terms used in these Instructions to Offerors are defined in Guam's procurement laws and regulations have the same meanings assigned to them in this RFP. The term "Offeror" means one who submits a proposal directly to GVB, as distinct from a sub-Offeror who submits a proposal to the Offeror. The term "successful Offeror" means the best-qualified Offeror for the required services to whom GVB (on the basis of GVB's evaluation as hereinafter provided) makes an award. The term "request for proposals documents" includes the invitation to submit a proposal, instructions to Offerors, and all addenda. The term "GVB" means the Guam Visitors Bureau and vice versa. The term "price data" are factual information concerning prices, including profit, for supplies, services, or construction substantially similar to those being procured. In this definition, "prices" refer to offered or proposed selling prices, historical selling prices, and current selling prices of such items. This definition of "prices" refers to data relevant to both prime and subcontract prices. The term "cost data" are information concerning the actual or estimated cost of labor, material, overhead, and other cost elements which have been actually incurred or which are expected to be incurred by the contractor in performing the contract.

### 3.1 Type of Procurement

This procurement is a Request for Proposal (RFP).

### 3.2 Language of Proposal

The proposal prepared by the Offeror and all correspondence and documents relating to the proposal exchanged by the Offeror and GVB shall be written in the English language. Supporting documents and printed literature furnished by the Offeror with the proposal may be in another language provided they are accompanied by an appropriate translation of relevant passages in the English language. The English language shall be used for translation purposes.

### 3.3 Familiarity with Laws

The Offeror is assumed to be familiar with all U.S. federal and Guam laws that in any manner affect the work to be performed under this RFP. Ignorance on the part of the Offeror will in no way relieve them from responsibility.

### 3.4 Signature on Proposal

The Offerors must sign their proposals correctly. If the proposal is made by an individual, said individual's name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the person signing the proposal shall show the name of the country, state, or territory under the laws of which the corporation was chartered, and the names and business address of its president, secretary, and treasurer. A proposal submitted by a joint venture must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a notary public, in which is defined precisely the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, the principal member of the joint venture, and address for correspondence for the joint venture. The Offeror is advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound by the terms of the contract.

### **3.5 Currencies of Proposal and Payment**

All rates and prices in the proposal and all payments to the Offeror shall be in the currency of the United States of America.

### **3.6 Modification or Withdrawal of Proposals**

Proposals may be modified or withdrawn at any time prior to the submission date.

### **3.7 Receipt, Opening and Recording of Proposals**

Upon receipt, each proposal and/or modification will be time-stamped, held in a secure place, and not be opened until the proposal closing date. The only acceptable evidence to establish the date and time of receipt at GVB is the date and time stamp of the GVB Office on the wrapper or other documentary evidence of receipt maintained by GVB. Proposals and modifications shall not be opened publicly but shall be opened in the presence of two or more GVB procurement officials. After the date established for receipt of proposals, a registrar of proposals will be prepared which shall include all proposals, the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the service item offered. The registrar of proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to GVB procurement personnel having an interest in them.

### **3.8 Evaluations and Discussions**

- A. Evaluation: GVB will evaluate all proposals submitted and may conduct discussions with any Offeror. The purpose of such discussions shall be to:
  - 1. Determine in greater detail such Offeror's qualifications; and
  - 2. Explore with the Offeror the scope and nature of the required services, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- B. Non-Disclosure of Information: Discussions shall not disclose any information derived from proposals submitted by other Offerors, and GVB shall not disclose any information contained in any proposals until after award of the proposed contract has

- been made. The proposal of the Offeror awarded the contract shall be opened to public inspection except as otherwise provided for in the contract. The proposals of the Offerors who are not awarded the contract shall not be opened to public inspection.
- C. Selection of the Best Qualified Offeror: Upon completion of the validation of qualifications, evaluations, and discussions, GVB shall select, in the order of their respective qualification ranking, no fewer than three (3) acceptable Offerors, or such lesser number if less than three (3) acceptable proposals were received, deemed to be the best qualified to provide the required services.
- D. Submission of Cost or Pricing Data: The Offeror determined to be the best qualified shall be required to submit cost or pricing data to GVB at a time specified by GVB prior to the commencement of negotiations.

### 3.9 Negotiations

- A. General: GVB shall negotiate a contract with the best-qualified Offeror for the required services at a compensation determined in writing to be fair and reasonable.
- B. Elements of Negotiation: Contract negotiations shall be directed toward:
1. Making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services.
  2. Determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time.
  3. Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

### 3.10 Successful Negotiation of Contract with Best-Qualified Offeror

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, and subject to Board approval, the contract shall be awarded to that Offeror. Written notice of award shall be public information and made a part of GVB's procurement file.

### 3.11 Failure to Negotiate Contract with Best-Qualified Offeror

- A. If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the procurement file and GVB shall advise such Offeror of the termination of negotiations which shall be confirmed by GVB's written notice to such Offeror.
- B. Upon failure to negotiate a contract with the best-qualified Offeror, GVB may enter into negotiations with the next most qualified Offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be

awarded to that Offeror. If negotiations again fail, negotiations shall be terminated as set forth in paragraph 3.11(A) above and new negotiations shall commence with the next qualified Offeror.

- C. Should GVB be unable to negotiate a contract with any of the Offerors initially selected as the best qualified Offerors, offers may be resolicited, or additional Offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue until an agreement is reached and the contract is awarded.

### 3.12 Cancellation of Solicitation; Delays

GVB reserves the right to cancel or to withdraw this RFP as provided in law and regulation, to delay any GVB determination required by the RFP, or to reject all proposals, or any individual Proposal in whole or in part at any time prior to the final award in the best interest of GVB as provided in law and regulation. The reasons for the cancellation, delay, or rejection shall be made a part of the procurement file and shall be available for public inspection.

- A. After opening of the proposals, but prior to award, all proposals or any individual proposal in whole or in part, may be rejected when GVB determines in writing that such action is in the territory of Guam's best interest for reasons including but not limited to:
1. The supplies or services being procured by this solicitation are no longer needed.
  2. Ambiguous or otherwise inadequate specifications were part of the solicitation.
  3. The solicitation did not provide consideration of all factors of significance to the territory.
  4. The proposals only offer prices, which exceed available funds, and it would not be appropriate to adjust quantities to come within available funds.
  5. All otherwise acceptable proposals received contain unreasonable prices.
  6. There is reason to believe that the proposals may not have been arrived at in open competition, and/or that there was collusion between Offerors and/or the proposals were not submitted in good faith.

If this RFP is cancelled or all the proposals have been rejected prior to final award, notice of cancellation or rejection shall be sent to all Offerors. The reasons for the cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

- B. GVB may reject any individual proposal in whole or in part when such rejection is in the best interest of the territory. Reasons for rejecting a proposal in whole or in part include but are not limited to:

1. GVB has determined that the Offeror is not a responsible Offeror pursuant to 2 GAR, Div. 4, Chap. 3, §3116.
2. The proposal is non-responsive, that is, it does not conform in all material respects to the RFP.
3. The offered supply or service in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternatives or other acceptable criteria set forth in the RFP.

### 3.13 Disqualification of Proponent

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an Offeror has an interest in more than one (1) proposal for the same work will cause the rejection of all proposals in which such Offeror is believed to have an interest. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Offerors and no participants of such collusion will be considered in future request for proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected. Proposals submitted by Offerors who do not meet the evaluation criteria will not be considered for review by GVB.

### 3.14 Right to Reject Proposal

GVB reserves the right to reject any or all Proposals in accordance with law and regulation, and to waive technical errors, or minor informalities, or to accept any proposals in part.

### 3.15 Award of Contract

The award of contract, if it is awarded, will be awarded to the best qualified Offeror for the required services at a compensation determined in writing to be fair and reasonable, and subject to the approval of the Board. In no case will the award be made until GVB has completed all necessary investigations into the responsibility of the proposed Offeror, and GVB is satisfied that the proposed Offeror is qualified to do the work and has the necessary organization, capital, and equipment to carry out the provisions of the contract to GVB's satisfaction within the time specified.

### 3.16 Execution of Contract

The Offeror which is determined to be the best qualified, or the next best qualified Offeror should GVB cease contract negotiations with better qualified Offerors, shall sign the necessary agreement entering into a contract with GVB, and return a fully executed contract, containing the terms mutually agreed upon by the parties, to GVB within **seven (7) calendar days** after GVB determines in writing that the Offeror's requested compensation, for the required services, is fair and reasonable.

### 3.17 Addenda

Any amendment, modification, or addenda issued by GVB, prior to the established due date of the proposals, for the purpose of changing the intent of the plans and specifications clarifying the meaning, or changing any of the provisions of this RFP, shall be binding to the same extent as if originally required by this RFP. Any addenda issued by GVB will be sent to all Offerors in duplicate. Notice may also be obtained by accessing GVB's web site. The Offerors shall acknowledge receipt of the same by their signatures on one copy, which is to be returned to GVB, and said copy shall accompany the Offerors respective proposals. Acknowledgment may also be made in writing or by email.

### **3.18 Invoicing, Payment Terms And Conditions**

All applicable invoices from the Offeror who is awarded the contract arising from this RFP shall include supporting documents (i.e., timesheets, shipping invoices, consumable listings, receipts, etc.). All supporting documents must be reviewed and approved by GVB prior to invoice submittal for charges. All applicable GVB approved invoices will be paid net thirty (30) days from the date the invoices are received by GVB. Payment shall be made using a method mutually agreed upon by GVB and the successful Offeror. Applicable invoices must be submitted no later than three (3) months after completion of any given task or project. Failure to do so may result in forfeiture of payment.

### **3.19 Taxes**

The successful Offeror shall be liable for all applicable taxes and duties. GVB shall have no tax liability under this contract arising from this RFP. Specific information on taxes may be obtained from the Department of Revenue and Taxation, Government of Guam.

### **3.20 Licensing**

GVB will not consider for award any proposal submitted by an Offeror who has not complied with Guam's business and/or other licensing laws. Specific information on licenses may be obtained from the Department of Revenue and Taxation, Government of Guam.

### **3.21 Disclosure of Major Shareholders**

As a condition of submitting a proposal in response to this RFP, all Offerors, whether they are partnerships, sole proprietorships, or corporations, shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten (10) percent of the outstanding interest or shares in said partnership, sole proprietorship, or corporation, at any time during the twelve (12) month period immediately preceding submission of the proposal made in response to this RFP. The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity, or other compensation. The affidavit shall be open and available to the public for inspection and copying. Each affidavit shall be prepared and notarized in July 2014, and any such affidavits made and/or notarized prior to, or after July 2014 shall be deemed unacceptable resulting in the proposal to be deemed non-responsive to this RFP.

### **3.22 Local Procurement Preference/Service Disabled Veteran Owned Business Preference**

Offerors who seek local procurement preference may request it as part of their proposals, for GVB's consideration. Only Offerors who qualify for local procurement preference pursuant to 5 GCA §5008 may receive said preference by GVB. The GVB will employ where applicable a service-disabled veteran owned business preference in accordance with 5 GCA §5011.

### **3.23 Non-Collusion Affidavit and Conflict of Interest Disclosures**

Offerors must submit a non-collusion affidavit and conflict of interest disclosures in the form provided with this RFP. Failure to submit said affidavit and disclosures shall result in the Offeror's proposal to be deemed non-responsive to this RFP, and such proposal shall not be considered for award.

### **3.24 Restrictions Against Contractors Employing Sex Offenders from Working at Government of Guam Venues**

The Offeror must submit with their proposal an affidavit acknowledging their responsibilities pursuant to 5 GCA § 5253, Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the Offeror must affirm that:

- (1) 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.

### **3.25 Compliance with Wage Laws**

The Offer who is awarded a contract shall pay employees, at a minimum, in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to GVB. In the event of a renewal of the contract, the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date of the contract shall apply to that renewal contract. In addition to the applicable Wage Determination, the contract shall contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination promulgated by the U.S. Department of Labor, and shall contain provision guaranteeing a minimum of ten (10) paid holidays per annum for each employee. The Offer is required to execute the Declaration Re Compliance with U.S. DOL Wage Determination and submit the executed declaration with the Offeror's proposal.

### 3.26 Gratuities and Kickbacks

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

### 3.27 Contingent Fees

- A. Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- B. Representation of Contractor. Every person, before being awarded a territorial contract, shall represent, in writing, that such person has not retained anyone in violation of Subsection (a) of this Section. Failure to do so constitutes a breach of ethical standards.

### 3.28 Representation Regarding Ethical Standards

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

### 3.29 Condition of Contract

As a condition of contract, contractor will agree to indemnify, defend and hold harmless the GVB and the Government of Guam in all actions and from all liability in tort or contract arising from contractor performance of a contract.

### 3.30 Contact for Contract Negotiation

If your firm is selected as the best qualified to perform the services as described herein, please



designate a person whom we may contact for prompt negotiation by filling out Form No. 1, attached herein.

### **3.31 Notice of Award**

GVB will notify all Offerors of the results of the award. Written notice of award will be public information and made a part of the contract file.

**\* \* \* END OF SECTION III \* \* \***

**FORM 1**

**CONTACT FOR CONTRACT NEGOTIATION**

RFP NUMBER: GVB RFP NO. 2019-006

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	



## APPENDIX A

### SCOPE OF WORK

#### 1. INITIAL CONTRACT DELIVERABLES

##### 1.1. Provide Post Orders

Within fifteen (15) days of the effective date, Offeror shall deliver to GVB comprehensive Post Orders for all designated SITES for GVB's review and approval. Final Post Orders approved by GVB will be incorporated by reference and shall become part of the Contract. Post Orders must include, but not limited to the following:

- 1.1.1. General Safety Procedures
- 1.1.2. Emergency Procedures (Including Contact Lists)
- 1.1.3. Investigation, Incident, and Emergency Report Procedures and Forms
- 1.1.4. Shift Patrol Procedures
- 1.1.5. Communication Procedures
- 1.1.6. Dress and Grooming Standards
- 1.1.7. Training Procedures
- 1.1.8. Photographs and Diagrams of Each Site
- 1.1.9. Human Resource Policies and Hiring and Disciplinary Procedures

##### 1.2. List of Assigned Visitor Safety Officers

Offeror, prior to any work must furnish GVB with a complete list of all Visitor Safety Officers assigned, their assignment and a copy of their application for employment. Records of criminal convictions, driving history, parking citations, military service, education, prior employment must be checked by Offeror prior to the assignment of any Visitor Safety Officers.

##### 1.3. Training Plan

Offeror shall provide GVB with a draft training plan consisting of, but not limited to the following:

- 1.3.1. Security Guard Training
- 1.3.2. Customer Service Training
- 1.3.3. Tourist Relations Training
- 1.3.4. Traffic Control Training
- 1.3.5. First Aid/CPR/AED Training
- 1.3.6. Active Shooter Response Training
- 1.3.7. Tour Guide Certification Training under GVB's Tour Guide Certification Program
- 1.3.8. Open Water Lifeguard Training (for beach safety officer)
- 1.3.9. Reporting and Statistics Training with GVB's Research Department
- 1.3.10. Proof of Training

#### 1.4. Supervisor Contract List

Offeror shall provide a contact listing with 24-hour contact information (cell phone, pager, etc.) for all supervisors.

## 2. OFFEROR DUTIES

The Offeror shall provide and supervise Visitor Safety Officers to provide services for all shifts as contracted. Offeror shall make best efforts to assign Visitor Safety Officers consistently to certain sites so that Visitor Safety Officers become familiar with the procedures and authorized persons associated with that site. Visitor Safety Officers shall perform the following duties:

- 2.1. Protect the safety of persons on the regular site locations determined by GVB.
- 2.2. Maintain sound public relations in an effort to promote Guam as a safe vacation destination.
- 2.3. Collaborate with GVB's Visitor Assistance program for needed translations.
- 2.4. Inform, assist and educate visitors of basic knowledge and information.
- 2.5. Report unusual incidents, suspicious persons or activities or conditions within the site locations to GVB's Tourism Industry Relations Officer, Guam Police Department and Offeror.
- 2.6. Support and cooperate with local law enforcement authorities and provide assistance to members of public safety agencies.
- 2.7. Proactively patrol the streets and beaches of Tumon and designated areas of responsibility in Hagåtña.
- 2.8. Maintain high visibility during patrol.
- 2.9. Maintain a daily log of each shift
- 2.10. Provide initial appropriate emergency first-aid care until the appropriate medical care arrives at the scene and/or exercises supervisory authority at the scene of an emergency situation until the arrival of emergency supervisory personnel.
- 2.11. Be familiar with and implement procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies.
- 2.12. Visitor Safety Officers shall not use cell phones except to perform their duties and may not use or be in possession of a personal electronic device or reading materials not related to duties at a site.
- 2.13. Visitor Safety Officers shall at all times be polite, courteous, respectful and responsive to any person authorized to be on site.

2.14. Visitor Safety Officers shall not be engaged in or conduct any personal business or business outside those described at any time, while assigned to perform services with the exception of authorized breaks.

2.15. Visitor Safety Officers shall comply with all FCC rules and regulations if using a radio frequency, radio base station and/or handheld radio equipment.

### 3. UNIFORMS

GVB will provide the Offeror the uniform design and material specifications. Offeror must provide and maintain all uniform items for all Visitor Safety Officers, including outdoor clothing appropriate for the weather and season, with necessary safety clothing and equipment. This includes at a minimum, the following items:

#### 3.1. Visitor Safety Officers

- 3.1.1. (5) Uniform Shirts
- 3.1.2. Black Shorts or Pants
- 3.1.3. Black Garrison style belt
- 3.1.4. Cap
- 3.1.5. Rain gear in bright yellow or orange
- 3.1.6. Name plate, gold or silver (over left breast pocket with badge number, first initial and last name) and an issued photo I.D. badge
- 3.1.7. GVB's logo – Visitors Safety Patrol shoulder patch
- 3.1.8. Black shoes or boots

#### 3.2. Beach Safety Officers

- 3.2.1. (5) Uniform Shirts, material should be made for water-activity
- 3.2.2. Black shorts, material should be made for water-activity
- 3.2.3. Name plate, gold or silver (over left breast pocket with badge number, first initial and last name) and an issued photo I.D. badge
- 3.2.4. GVB logo – Visitors Safety Patrol shoulder patch
- 3.2.5. Black tabbies/Water shoes

### 4. EQUIPMENT (Minimum Requirement)

- 4.1. Flashlight and batteries;
- 4.2. Flashlight holder, black, ring or snap style;
- 4.3. Radio holder, black;
- 4.4. Expandable baton (if required by GVB);
- 4.5. Expandable baton holder, black (if required);
- 4.6. Whistle (thunder type) with chain attachment;
- 4.7. Vehicle for Field Supervisor
- 4.8. Vehicles for roving patrols
- 4.9. Transportation vehicle for Officers (must be mobile; small, can operate through tight spaces, beach or sidewalk. Examples are Segway's; mopeds; motorcycles; mules, bicycles- to be determined by Offeror and approved by GVB)
- 4.10. Cellular telephones for all Visitor Safety Officers on duty
- 4.11. All other equipment determined by Offeror and approved by GVB.

## 5. SITES

Potential sites and hours of coverage are listed but not limited to the following:

### 5.1. *Monday through Sunday including holidays:*

*Visitor Safety Officer presence from the hours of 8AM – 12AM and Roving graveyard patrol from the hours of 12AM – 8AM.*

- 5.1.1. Pale San Vitores Road, Tumon (Hilton Intersection – Westin Intersection, Including JFK Hill)
- 5.1.2. Gun Beach Road
- 5.1.3. Matapang Beach Park
- 5.1.4. Joseph Flores Memorial Park

*Beach Safety Officer presence Monday-Sunday, including holidays 9am-6pm.*

5.2. Tumon Bay Beach (Public easement is 25 feet from the high-water mark. It is expected that coverage boundary is the whole Tumon Beach area, inclusive of Gun Beach property that is considered public easement.)

### 5.3. *Monday, Tuesday, Thursday, Friday, Saturday and Sunday including holidays:* *Visitor Safety Officer presence from the hours of 8AM – 8PM. Wednesday including holidays 8AM – 10PM*

- 5.3.1. Fort Apugan
- 5.3.2. Angel Santos Memorial Park
- 5.3.3. Plaza de Espana
- 5.3.4. Skinners Plaza
- 5.3.5. Paseo du Susana
- 5.3.6. Statue of Liberty

5.4. Any site requested by the Guam Visitors Bureau within (24) hours of GVB's request. beach safety officer presence Monday - Sunday, including holidays 9am - 6pm above Tumon bay beach.

## 6. PERSONNEL

### 6.1. Offeror Responsible for Personnel

Offeror shall provide adequate number of trained and qualified personnel to fully staff all posts for all locations for which Visitor Safety Officer Services are required. All Visitor Safety Officers must be employees of the Offeror. Hiring, training, payment of wages and benefits, uniforms, equipment, supervision, transportation costs, direction and discharge of Visitor Safety Officers shall the responsibility of the Offeror. The payment of federal and local taxes and all wages shall be the responsibility of the Offeror. Offeror is responsible for complying with all required federal and local employment laws and regulations.

### 6.2. Reassignment, Augmentation, Reduction of Workforce

Upon GVB's request, Offeror shall reassign Visitor Safety Officers, and such reassignment shall be at no cost to GVB. If GVB's need for Services increases or decreases the number of Visitor Safety Officers required to fulfill this Contract, GVB's cost shall be based on actual hours of Services as agreed by GVB and Offeror.

### 6.3. Qualified Employees

Employees hired as Visitor Safety Officers shall possess the following skills and abilities:

- 6.3.1. Visitor Safety Officers shall have the ability to speak, read, write, understand and properly use documents written in English.
- 6.3.2. A valid Guam Driver's License or Guam ID card.
- 6.3.3. Visitor Safety Officers must be at least twenty-one (21) years of age. This requirement may be waived for veterans of military service with the written approval of GVB.
- 6.3.4. Must be knowledgeable of Guam public safety laws.
- 6.3.5. Must be able to meet the physical demands of the position.
- 6.3.6. Must have the flexibility to work in shift scheduling.
- 6.3.7. Familiar with electronic surveillance equipment.

The following persons are not qualified to work as Visitor Safety Officers:

- 6.3.8. Persons with a felony(s) or serious misdemeanor conviction(s) during the last five years.
- 6.3.9. Persons presently on probation or parole.
- 6.3.10. Visitor Safety Officers removed for cause.

## 7. TYPES OF SERVICES

### 7.1. Field Supervisor

Offeror shall provide one (1) assigned Supervisor, whose primary responsibilities shall be to:

- 7.1.1. Respond to all dispatch requests by GVB or Visitor Safety Officers for any alarms. When requested, or when there is an incident that requires such response, the Field Supervisor shall meet with the Guam Police Department (GPD) and or GVB staff at the location. The Field Supervisor must remain in contact with GPD and GVB while on patrol using a hand-held radio or cell phone device.
- 7.1.2. Prior to shift change, determine the readiness of Visitor Safety Officers preparing

to be posted and ensure adequate number of properly uniformed and equipped Visitor Safety Officers are available for the shift.

7.1.3. Communicate any changes in post assignments or procedures, any special instruction, announcements, or any other pertinent information that may affect operations.

7.1.4. Shall be available at all times during their shift to receive and implement orders or special instructions from GVB concerning matters which affect the operation of Site locations.

7.1.5. Shall instruct Visitor Safety Officers as to their daily duties at the beginning of each shift.

7.1.6. Shall staff a Visitor Safety Officers post in emergencies not to exceed two (2) hours in any consecutive eight (8) hour period, unless this requirement is waived by GVB. An Emergency Report shall be submitted to GVB by the Supervisor no later than the next business day after the emergency.

## 7.2. Administrative Support

Offeror shall provide one (1) administrative employee. Offeror shall provide all necessary administrative support to manage Offeror's Visitor Safety Officers; to prepare reports, compile statistics and provide information in a timely manner as requested by GVB.

## 7.3. Account Manager

Offeror shall provide an Account Manager whose primary responsibilities shall be to:

7.3.1. Coordinate Contract Services.

7.3.2. Manage the GVB account and responding to all GVB requests for additional Services or any other GVB concerns regarding staffing or Visitor Safety Officers issues.

7.3.3. Maintain and be responsible for keeping all records and reports

7.3.4. Report directly to GVB's Tourism Industry Relations Officer upon emergency issues

7.3.5. Direct and communicate to Field Supervisor daily

7.3.6. Be available to participate in security audits and evaluations of Sites locations, practices and procedures.

## 8. TIMES OF SERVICE

### 8.1. Time Records



- 8.1.1. Time records shall be signed by Visitor Safety Officers at the beginning and end of each shift.
- 8.1.2. All original time records and payroll records for a Visitor Safety Officers which GVB is charged, shall be maintained within the island of Guam and be retrievable within 24 hours of GVB's request.
- 8.1.3. Offeror shall maintain electronic records of actual daily Visitor Safety Officer assignments and functions in a standard and reportable manner.
- 8.1.4. Offeror shall make all-time records and payroll records available for inspection, copying or audit for the entire term of the Agreement and for two years after the term of the Agreement. This section shall survive termination or expiration of the Agreement.
- 8.1.5. Time records shall be signed at the end of each shift by the Field Supervisor, certifying the accuracy of the time record for the Visitor Safety Officer.
- 8.1.6. Time records for all Visitor Safety Officers shall be maintained at the Offerors main place of business.
- 8.1.7. The Offeror must provide the assignment of duties and location one week prior to commencement for approval by GVB. Offeror must also describe how arrangements will be made for rotating coverage during breaks for VSO site locations and must show assignment rotation a minimum of once a every two (2) months.

## 8.2. Shift Schedule

The Offeror shall provide Visitor Safety Officers to fill all shifts listed required under this contract. GVB reserves the right to change the times or locations of the shifts listed.

## 9. REPORTS AND MEETINGS

### 9.1. Quarterly Meetings

Offeror's Account Manager shall attend quarterly status meetings with GVB management and staff to discuss issues related to the Agreement including, but not limited to, performance, invoice payments, Agreement status, personnel issues, etc. At least one (1) week prior to the quarterly status meeting, the Account Manager shall provide a quarterly status report that summarizes the status of performance of the Agreement with respect to the Subject matters listed above and any others that either party request be included on the agenda for the quarterly status meeting.

Designated Visitor Safety Officers shall also attend Visitor Safety & Satisfaction Committee meetings and report the latest field observations.

### 9.2. Reports

#### 9.2.1. General Report Requirements

## General Report Requirements

Whenever a written report is required under the Agreement, any such report must be written in legible English. All reports must be submitted in Microsoft Word or compatible format in the approved template. Any changes to report content or formats requested by GVB shall be made at no cost to GVB. All written reports should be addressed to:

Guam Visitors Bureau  
401 Pale San Vitores Road  
Tumon, Guam 96913

### 9.3. Incident Reports Procedure

Incident Reports shall be prepared no later than the end of the shift during which an incident occurs by each and every Visitor Safety Officer who witnessed or responded to the incident. Included in the incident report is a description of the reported incident and status such as “no incident”, “all clear”, “further investigation and follow-up required”. Incident reports should include: Type of incident handled, time/date, location of incident, visitor demographics, resources used, detailed description of incident, contact information of visitors for follow-ups, incident outcome, name of responding law enforcement/public safety officer/translator.

The Incident Report shall be submitted to GVB’s Tourism Industry Relations Officer, or a designated representative in the approved template.

Incident Reports must be submitted by Visitor Safety Officers whenever there is an event or condition on or adjacent to site locations where the following is involved:

- 9.3.1. Injuries to persons.
- 9.3.2. A Visitor Safety Officer required to intervene between any or two or more persons, including other Visitor Safety Officers, members of the public or GVB staff.
- 9.3.3. A Visitor Safety Officer witnesses any crime or suspected crime.
- 9.3.4. A Visitor Safety Officer witnesses any incident in which there is a potential personal injury, whether or not medical attention is requested or required, or in which loss or damage to public or private property occurs.
- 9.3.5. A Visitor Safety Officer is required to give direction or an order to any person on a Site location and they protest or express their unwillingness to comply.
- 9.3.6. A Visitor Safety Officer discovers any unlocked doors or any activated alarms, false or otherwise.
- 9.3.7. A Visitor Safety Officer discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
- 9.3.8. A Visitor Safety Officer observes suspicious or unusual activities.

#### 9.4. Monthly Summary Report

Offeror must submit a monthly report of the previous month's activities by the 15<sup>th</sup> of every month. The report must include, but not limited to, the following:

- 9.4.1. Listing of assigned Visitor Safety Officers
- 9.4.2. Incident Reports
- 9.4.3. Conditions of Site Locations
- 9.4.4. Statistics of Incidents responded to
- 9.4.5. Photo Report
- 9.4.6. Equipment Inventory and Maintenance Report

#### 9.5. Annual Report

Offeror must submit an aggregated annual report of all activities and services provided in the previous 12 months.

**APPENDIX B**  
**GVB RFP 2019-006**

**AFFIDAVITS**

**B-1:** Affidavit re Non-Collusion

**B-2:** Affidavit re Major Shareholders

**B-3:** Affidavit re Special Provisions

ALL FORMS LISTED MUST BE COMPLETED PROPERLY  
(NOTARIZED WHERE REQUIRED)  
AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

**AFFIDAVIT re NON-COLLUSION**

RFP No. GVB RFP 2019-006

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

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

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

)

SS.

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

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

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

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

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

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

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

**AFFIDAVIT re MAJOR SHAREHOLDER DISCLOSURE**

RFP No. GVB RFP 2019-006

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

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

)

SS.

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

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

[*please check one*]:

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

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

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

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

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

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

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

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

## **AFFIDAVIT re SPECIAL PROVISIONS**

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

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

2. **Prohibition Against Gratuities and Kickbacks**

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

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

3. **Ethical Standards**

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

4. **Covenant Against Contingent Fees**

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

5. **Wage Determination Established and Benefits**

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

- a. §5801. Wage Determination Established.
    - i. In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation (“contractor”) for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.
  - b. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.
  - c. §5802. Benefits.
    - i. In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.
  - d. That the Offeror is in full compliance with 5 GCA §5801 and §5802, as may be applicable to the procurement referenced herein;
  - e. That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS-Please attach Appendix C*]
6. **Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.** (§5253 of Title 5 Guam Code Annotated)
- a. No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
  - b. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA,



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

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

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

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

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

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

## APPENDIX C

U.S. Department of Labor  
Wage & Determination Listing  
WD 15-5693 posted 01/01/2019

(total 13 pages – including coversheet)

[to be inserted with the following (reference #4 of form)]

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

WD 15-5693 (Rev.-8) was first posted on www.wdol.gov on 01/01/2019

\*\*\*\*\*

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

Daniel W. Simms  
 Director

Division of |  
 Wage Determinations |

Wage Determination No.: 2015-5693  
 Revision No.: 8  
 Date Of Revision: 12/26/2018

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

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
 Northern Marianas Statewide  
 Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		17.71
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.71
01090 - Duplicating Machine Operator		13.71
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		19.20
01141 - Messenger Courier		11.16
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
01261 - Personnel Assistant (Employment) I		15.57
01262 - Personnel Assistant (Employment) II		17.25
01263 - Personnel Assistant (Employment) III		19.22
01270 - Production Control Clerk		20.08
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.20



01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.71
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.88
07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.11
09130 - Upholsterer	16.21
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.13
11060 - Elevator Operator	9.13
11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38

12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
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	11.54
12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	16.64
13061 - Media Specialist I	17.21
13062 - Media Specialist II	19.26
13063 - Media Specialist III	21.47
13071 - Photographer I	17.06
13072 - Photographer II	19.06
13073 - Photographer III	23.63
13074 - Photographer IV	28.92
13075 - Photographer V	35.00
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	17.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	16.26
14043 - Computer Operator III	18.13
14044 - Computer Operator IV	20.14

14045 - Computer Operator V		22.31
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		20.14
14170 - System Support Specialist		21.24
<b>15000 - Instructional Occupations</b>		
15010 - Aircrew Training Devices Instructor	(Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor	(Rated)	29.32
15030 - Air Crew Training Devices Instructor	(Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		25.10
15070 - Flight Instructor	(Pilot)	33.30
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		32.74
15086 - Maintenance Test Pilot, Rotary Wing		32.74
15088 - Non-Maintenance Test/Co-Pilot		32.74
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
<b>16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations</b>		
16010 - Assembler		9.78
16030 - Counter Attendant		9.78
16040 - Dry Cleaner		11.30
16070 - Finisher, Flatwork, Machine		9.78
16090 - Presser, Hand		9.78
16110 - Presser, Machine, Drycleaning		9.78
16130 - Presser, Machine, Shirts		9.78
16160 - Presser, Machine, Wearing Apparel, Laundry		9.78
16190 - Sewing Machine Operator		11.94
16220 - Tailor		12.44
16250 - Washer, Machine		10.24
<b>19000 - Machine Tool Operation And Repair Occupations</b>		
19010 - Machine-Tool Operator	(Tool Room)	16.21
19040 - Tool And Die Maker		20.37
<b>21000 - Materials Handling And Packing Occupations</b>		
21020 - Forklift Operator		13.96
21030 - Material Coordinator		20.08
21040 - Material Expediter		20.08
21050 - Material Handling Laborer		11.37
21071 - Order Filler		9.66
21080 - Production Line Worker	(Food Processing)	13.96
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		14.21
21150 - Stock Clerk		19.94
21210 - Tools And Parts Attendant		13.96
21410 - Warehouse Specialist		13.96
<b>23000 - Mechanics And Maintenance And Repair Occupations</b>		
23010 - Aerospace Structural Welder		20.69
23019 - Aircraft Logs and Records Technician		16.09
23021 - Aircraft Mechanic I		19.70

23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter, Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician, Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06
23311 - Fuel Distribution System Mechanic	17.26
23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16
23393 - Gunsmith III	17.26
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.39
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist, Maintenance	17.26
23580 - Maintenance Trades Helper	10.23
23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.52
23810 - Plumber, Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker, Maintenance	15.37
23910 - Small Engine Mechanic	15.16

23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness And Support Services Coordinator	14.16
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.26
25040 - Sewage Plant Operator	19.28
25070 - Stationary Engineer	17.26
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	19.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.13
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	9.13
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.37
28042 - Carnival Equipment Repairer	13.42
28043 - Carnival Worker	9.14
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23
29041 - Stevedore I	18.85
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18



30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	24.12
30052 - Cryogenic Technician II	26.63
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.78
30095 - Evidence Control Specialist	21.78
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	24.12
30222 - Latent Fingerprint Technician II	26.63
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	26.63
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	26.63
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	24.12
30502 - Weather Forecaster II	29.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	20.74
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	8.93
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.43
31361 - Truckdriver, Light	9.78
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	13.89
31364 - Truckdriver, Tractor-Trailer	13.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.12
99050 - Desk Clerk	9.70
99095 - Embalmer	24.24
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	21.62

99252 - Laboratory Animal Caretaker II	22.67
99260 - Marketing Analyst	20.09
99310 - Mortician	24.24
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	13.02
99711 - Recycling Specialist	19.69
99730 - Refuse Collector	12.39
99810 - Sales Clerk	9.46
99820 - School Crossing Guard	16.14
99830 - Survey Party Chief	21.65
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.00
99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

*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:** \$4.48 per hour or \$179.20 per week or \$776.53 per month

**HEALTH & WELFARE EO 13706:** \$4.18 per hour, or \$167.20 per week, or \$724.53 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 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)).

## APPENDIX D

# PAST PERFORMANCE QUESTIONNAIRE

GVB IFB NO: 2019-006

Title: VISITOR SAFETY OFFICERS

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

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

(total 5 pages – including coversheet)

# PAST PERFORMANCE QUESTIONNAIRE

## GVB IFB NO: 2019-006

Title: VISITOR SAFETY OFFICERS

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

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

### REFERENCE DETAILS PROVIDED BY BIDDER

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

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

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

PLEASE PROVIDE CONTACT DETAILS IF COMPLETING THIS QUESTIONNAIRE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Quality of Services:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

PLEASE RETURN THIS COMPLETED QUESTIONNAIRE BY EMAIL ON OR BEFORE SEPTEMBER 23, 2019

TO: [procurement@visitguam.org](mailto:procurement@visitguam.org)

SUBJ: GVB RFP 2019-006 VISITOR SAFETY OFFICERS

Thank you for your cooperation.

**GVB PROCUREMENT**