



REQUEST FOR PROPOSAL

PLANNING ARCHITECTURAL AND
ENGINEERING CONSULTANT

GVB RFP NO. 2020-007



GUAM VISITORS BUREAU REQUEST FOR PROPOSAL	
RFP Number: GVB RFP NO. 2020-007	RFP Title: Planning Architectural and Engineering Consultant
RFP Due Date and Time: March 31, 2020; 5:00 p.m. ChST	Number of Pages: 55; inclusive of the required affidavits/acknowledgements. Also downloadable online at www.guamvisitorsbureau.com/news/rfps
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: March 10, 2020
Ms. Pilar Laguaña President and CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: www.guamvisitorsbureau.com
INSTRUCTIONS TO OFFERORS	
DELIVERY OF PROPOSAL By U.S. Mail or Deliver Only to the attention of: Ms. Pilar Laguaña President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	MARK FACE OF ENVELOPE/PACKAGE: RFP Title: Planning Architectural and Engineering Consultant RFP Number: GVB RFP 2020-007 RFP Due Date: March 31, 2020; 5:00 p.m. ChST SPECIAL INSTRUCTIONS: Mark "Confidential RFP Document" 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. Submitted proposal must signed by the person authorized to bind/contract (see page 2 of this RFP).**
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. - NOTE: all affidavits must be notarized.**
8. **Check the GVB website for RFP addenda.** Before submitting your response, check the GVB website at 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

**PLANNING ARCHITECTURAL AND ENGINEERING CONSULTANT
GVB RFP 2020-007**

<u>DATE</u>	<u>EVENT</u>
March 10, 2020 (TUE)	RFP Issue Date/Public Announcement RFP packets available at GVB website or GVB office at 401 Pale San Vitores Road, Tumon
March 17, 2020 (TUE)	12:00 p.m. Deadline to submit written questions
March 31, 2020 (TUE)	5:00 p.m. RFP submission deadline



PLANNING ARCHITECTURAL AND ENGINEERING CONSULTANT

The Guam Visitors Bureau (GVB), a public non-stock, non-profit, membership corporation, issues this Request for Proposal (“RFP”) soliciting proposals from a qualified firm or individual (“Offeror”) to assist GVB as the **PLANNING ARCHITECTURAL AND ENGINEERING CONSULTANT**.

RFP packages can also be **downloaded at no cost** from GVB’s website at www.guamvisitorsbureau.com/news/rfps or obtained (in USB format) at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, 8:00 a.m. – 5:00 p.m., Monday – Friday, excluding Guam holidays.

A non-refundable \$25.00 fee is required for each packet picked up at the GVB office payable in US\$ cash, bank wire transfer or major credit card (Visa, MasterCard, Discover, JCB).

Questions, if any, should be made in writing to the President and CEO, which can be dropped off at the GVB office; emailed to procurement@visitguam.org; or sent by fax to 646-8861 according to the timeline provided in the RFP.

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

GVB reserves the right to reject any or all proposals, waive any imperfection in the proposal, or cancel this solicitation all according to law in the interest of the bureau. Direct or indirect contact with GVB Management or Staff, Board Members, or any person participating in the selection process is prohibited.

If you are interested, please submit your proposal by 5:00 p.m. (Chamorro Standard Time) on Tuesday, March 31, 2020.

/s/ PILAR LAGUAÑA
President and CEO

SECTION 1 REQUEST FOR PROPOSALS OVERVIEW

1.0 Intent

The Guam Visitors Bureau (“GVB”) created a sub-committee of the Board of Directors to support the development of the **Tumon Bay Improvement Plan (TBIP)**. The TBIP outlines specific Capital Improvement Projects meant to encourage more investment into the tourist district and to spur additional economic activity for the benefit of the people of Guam.

Accordingly, GVB is soliciting proposals from qualified individuals or firms to provide professional technical services to assist GVB in the further development of the TBIP in a fashion that meets various objectives.

1.1 Scope of Work

The selected consultant, consultants or consultant team (“Selected Consultant”) must possess demonstrated technical expertise and management capability in the delivery of planning, architectural and engineering services. Services shall include but are not limited to:

- Architectural design consulting services;
- Engineering services;
- Planning and urban design;
- Construction cost estimating;
- Project development;
- Preparation of project and program feasibility studies;
- Strategic plan development;
- Economic, environmental and physical impact analysis;
- Master planning;
- Program management; and
- Project management.

The above services will be refined for each Task Order issued.

LIST OF TUMON BAY IMPROVEMENT PLAN IDENTIFIED PROJECTS:

1. **Crosswalks**
 - a. Revitalize all crosswalks & crosswalk signage
 - b. Relocation of some to safer areas
 - c. Addition of safety lighting
2. **Sidewalk Improvement**
 - a. Widen sidewalks where possible

- b. Replace pavers with stamped concrete
 - c. Add street furniture
 - d. Add fitness stations
- 3. Roadway Improvements**
- a. San Vitores Road – Westin Hill to Hotel Nikko to Archbishop Rotunda, Archbishop Rotunda
 - b. Farenholt to Sheraton
 - c. Roadway safety signage improvements
- 4. Flooding**
- a. Work plan with private businesses to add storm water catchment systems
 - b. Maintenance of culverts and Fujita Ponding Basin
- 5. Traffic Lights / Intersections**
- a. Improvement at Happy Landing Road
 - b. Pleasure Island (Dusit Thani exit)
 - c. JFK Intersection improvements
- 6. Ypao and Matapang Beach Parks**
- a. Improve shower & restroom facilities
 - b. Improve picnic shelters
- 7. New Landscaping of public spaces**
- a. More flowers and decorative lighting
- 8. Signature Attractions**
Botanical garden, public artwork, water features
- 9. Signage Improvement** – stricter regulations, enforcement, GVB sponsor of legislation, representation on GLUC.

Prospective offerors will be evaluated on the basis of their capacity and capability to respond to potential future Task Orders. Prospective offerors must demonstrate that they possess the capacity and capability to respond to the broad range of projects, challenges and opportunities that need innovative solutions.

1.2 RFP Process

It is in the best interest of the Offeror to register online and download the complete RFP solicitation packet at www.guamvisitorsbureau.com/news/rfps; 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 and 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 and CEO or designee(s) will coordinate all questions through GVB Procurement and will respond in writing. The President and CEO may also be contacted at (671) 646-5278, or via email at procurement@visitguam.org. If an addendum is required, it will be issued by GVB and posted on the GVB website at www.guamvisitorsbureau.com/news/rfps.

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.

GVB hereby notifies all offerors 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.

Offerors are to rely, for information regarding this RFP, on the RFP itself and information provided by the President and 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 cover sheet (page 2 of RFP) and a cover letter agreeing to accept and abide by the terms of this RFP. 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 for the requested service. If an authorized representative is assigned to submit the proposal and contractually bind the Offeror for the requested service, the supporting affidavit must be included with the proposal at the time of submission. Proposals that do not conform to this requirement shall not be considered.

- 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 their 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.
- D. Prospective Offerors are advised that, from the date of issuance of this RFP



until the award of any contract, they are not permitted to contact GVB Board of Directors or employees, and/or the Selection Committee related to this solicitation, except for GVB's designated point of contact as set forth above. Offerors who violate this requirement will be disqualified.

1.5 Schedule of Events

Offerors must abide by the Schedule of Events as indicated on page 7 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, March 31, 2020 (Tuesday)* 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: MS. PILAR LAGUANA
President and CEO
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

Mark package(s):

YOUR COMPANY NAME
SUBMISSION IN RESPONSE TO
GVB RFP NO. 2020-007
PLANNING ARCHITECTURAL AND ENGINEERING CONSULTANT
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.
- D. Failure to comply with instructions on proposal assembly may be subject to point deductions. GVB may also choose not to evaluate, may deem non-responsible, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.9 Conflict of Interest

All Offerors shall complete and have notarized the attached affidavits and disclosure forms of any potential conflict of interest that an Offeror may have due to ownership, other clients, contracts, or interests associated with this RFP. (Refer to 3.22 – 3.29 for requirements of affidavits and forms as provided in Appendix A).

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.

Should oral presentations and/or demonstrations be requested, Offeror must be represented by either the CEO/President and/or the Offeror's official company representative for this account. Offeror may not use service of a 3rd party vendor.

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 best interest of the territory of Guam.

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. Federal laws, 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) calendar days to correct same or to request, in writing, a hearing. GVB shall hear and act upon same within twenty (20) calendar 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) calendar 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 contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefore.

Upon expiration of the final contract term, the President and 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.

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 and 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 and CEO. The President and 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. 50 points. Qualifications & Experience:** All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:
 - A.1. Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document;
 - A.2. Identify the team members and any other key staff personnel to be involved in this project;
 - A.3. Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated;
 - A.4. Provide the name and resume of the person or persons who will perform services pursuant to this RFP;
 - A.5. Include resumes of the principals, key staff, and any other employees who will be directly involved in performing the work.

- B. 5 points. Demonstrated Capability and Capacity to Respond.**
- B.1. Prospective offerors must demonstrate that they possess the capacity and capability to respond to the broad range of projects, challenges and opportunities that need innovative solutions.
 - B.2. Include a minimum of three (3) examples of similar successful projects to include but not limited to Project Name, Project Summary, Place, Name of the Organization your firm provided the work to and at least one (1) photo of the final product.
 - B.3. Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.
- C. 5 points. Quality & Responsiveness.**
The quality and responsiveness of an Offeror's proposal is subject but not limited to the following:
- C.1. Proof of the license to do business on Guam and statement of no pending legal issues with the government or other private companies.
 - C.2. Affidavits (attached) notarized in the state or territory of the offeror's principal place of establishment.
 - C.3. Adherence to any amendments issued by GVB.
 - C.4. At a minimum the Offeror shall provide:
 - (a) Name and address of offeror
 - (b) Age of Offeror's business
 - (c) List of all subcontractor's for this project.
- D. 40 points. Plan of Performance – Approach & Strategy**
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:
- D.1. Proposals shall include a Work Plan that delineates the Firm's approach to be used in working with GVB to provide the services sought herein. (see Section 1: 1.1 Scope of Work).
 - D.2. 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.



D.3. Proposed subcontractors (if any) it would engage to effect a full turn-key service.

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

GVB reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

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.

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. For the purpose of interpretation of the proposal, the English language translation shall prevail.

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 Head 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 best interest of the territory

of Guam 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 of Guam. 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 website. 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 Monthly Activity Reports

As a vehicle for monitoring and measuring the services procured by this solicitation, the Agency shall record its representation performance on required report formats prescribed by GVB on a scheduled basis as detailed in the Scope of Work in this RFP.

Failure to submit such reports may result in the delay or forfeiture of payment due to the Agency.

3.19 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.

3.20 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.

3.21 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.

3.22 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 at the time of signing, and any such affidavits made and/or notarized prior to the issuance of, or after the due date of this RFP shall be deemed unacceptable resulting in the proposal to be deemed non-responsive to this RFP.

3.23 Local and Veteran Procurement 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.

3.24 Non-Collusion Affidavit

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

3.25 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.

3.26 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 Offeror is required to execute the Declaration Re Compliance with U.S. DOL Wage Determination and submit the executed declaration with the Offeror's proposal. NOTE: Required Affidavits are provided in this RFP.

3.27 Representation Regarding Gratuities and Kickbacks

The Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

3.28 Prohibition in re Contingent Fees

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

3.29 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.

3.30 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.

3.31 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 1, attached.

3.32 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: Instructions to Offerors *****

FORM 1

CONTACT FOR CONTRACT NEGOTIATION

RFP NUMBER: GVB RFP NO. 2020-007

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	

APPENDIX A
GVB RFP 2020-007

AFFIDAVITS
1 ~ 7

- 1:** Affidavit Disclosing Ownerships and Commissions
- 2:** Affidavit re Non-Collusion
- 3:** Affidavit re No Gratuities or Kickbacks
- 4:** Affidavit re Ethical Standards
- 5:** Declaration re Compliance with U.S. DOL Wage Determination
- 6:** Affidavit re Contingent Fees
- 7:** Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues

**ALL FORMS LISTED MUST BE COMPLETED
AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.**



1. AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

Name of Offeror Company: _____

CITY OF _____)
) ss
 COUNTRY _____)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please state]:

<u>NAME</u>	<u>ADDRESS</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
<u>TOTAL NUMBER OF SHARES</u>		_____

B. 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>
_____	_____	_____

C. 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 personally to update the discloser required by 5 GCA §5233 by delivering another affidavit to the government.

Date: _____

 Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a Partnership;
 Officer, if the bidder is a Corporation.

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

 Notary Public
 My Commission Expires _____

(AG Procurement Form 002 (Rev. Nov. 17, 2005))





2. AFFIDAVIT re NON-COLLUSION

Name of Offeror Company: _____

CITY OF _____)
) ss
COUNTRY _____)

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

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

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

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

Date: _____

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a Partnership;
Officer, if the bidder is a Corporation.

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

Notary Public
My Commission Expires _____

(AG Procurement Form 002 (Rev. Jul. 12, 2010))





3. AFFIDAVIT re NO GRATUITIES or KICKBACKS

Name of Offeror Company: _____

CITY OF _____)
) ss
COUNTRY _____)

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

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

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

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

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

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a Partnership;
Officer, if the bidder is a Corporation.

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

Notary Public
My Commission Expires _____

(AG Procurement Form 004 (Rev. Jul. 12, 2010))





4. AFFIDAVIT re ETHICAL STANDARDS

Name of Offeror Company: _____

CITY OF _____)
) ss
COUNTRY _____)

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

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

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a Partnership;
Officer, if the bidder is a Corporation.

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

Notary Public
My Commission Expires _____

(AG Procurement Form 005 (Rev. Jul. 12, 2010))





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

Name of Offeror Company: _____

I, _____ hereby **certifies under penalty of perjury**:

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

Signature

Date

(AG Procurement Form 006 (Rev. Feb. 16, 2010))





6. AFFIDAVIT re CONTINGENT FEES

Name of Offeror Company: _____

CITY OF _____)
) ss
 COUNTRY _____)

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

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

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

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

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

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

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

 Notary Public
 My Commission Expires _____

(AG Procurement Form 007 (Rev. Jul. 15, 2010))





7. AFFIDAVIT RE RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

Name of Offeror Company: _____

CITY OF _____)
) ss
COUNTRY _____)

_____, being first duly sworn, is _____
(NAME OF PERSON) PLEASE STATE "INDIVIDUAL"

_____ of _____
IF SOLE PROPRIETOR; "PARTNER" IF A PARTNERSHIP; OR "OFFICER" OF A CORPORATION (NAME OF OFFEROR)

_____. TEL: _____
(MAILING ADDRESS) (TELEPHONE NUMBER)

and a duly authorized representative of said offeror on whose behalf this affidavit is being submitted. Said offeror has affirms that he/she has read and understands the provisions of 5 GCA, CHP 5 §5253 RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES.

The offeror understands that:

- (1) 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.

Further, the offeror represents:

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

Signature

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

Notary Public
My Commission Expires _____



APPENDIX B

U.S. Department of Labor Wage & Determination Listing

WD 15-5694 (Rev 11) posted 12/23/2019

(total 14 pages - including coversheet)

[to be submitted with your proposal]

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION



U.S. Department of Labor
 Wage & Determination Listing

"REGISTER OF WAGE DETERMINATIONS UNDER" THE SERVICE CONTRACT ACT ADMINISTRATION
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS

WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Daniel W. Simms
 Director
 Division of Wage Determinations

Wage Determination No.: 2015-5694
 Revision No.: 11
 Date of Last Revision: 12/23/2019

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

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

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

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



01042 - Customer Service Representative II	12.25
01043 - Customer Service Representative III	13.37
01051 - Data Entry Operator I	12.15
01052 - Data Entry Operator II	13.25
01060 - Dispatcher Motor Vehicle	14.37
01070 - Document Preparation Clerk	13.85
01090 - Duplicating Machine Operator	13.85
01111 - General Clerk I	10.35
01112 - General Clerk II	11.29
01113 - General Clerk III	12.68
01120 - Housing Referral Assistant	19.39
01141 - Messenger Courier	11.37
01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.95
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	21.78
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	19.48
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10

05310 - Painter Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	11.44
05400 - Transmission Repair Specialist	13.61
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	11.45
07042 - Cook II	13.33
07070 - Dishwasher	9.12
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.40
09040 - Furniture Handler	9.95
09080 - Furniture Refinisher	16.40
09090 - Furniture Refinisher Helper	12.06
09110 - Furniture Repairer Minor	14.27
09130 - Upholsterer	16.40
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.29
11090 - Gardener	12.90
11122 - Housekeeping Aide	9.29
11150 - Janitor	9.29
11210 - Laborer Grounds Maintenance	9.74
11240 - Maid or Houseman	9.22
11260 - Pruner	8.72
11270 - Tractor Operator	11.80
11330 - Trail Maintenance Worker	9.74
11360 - Window Cleaner	10.37
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.10
12035 - Electroneurodiagnostic Technologist	25.10
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26

12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.69
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.09
13013 - Exhibits Specialist III	29.47
13041 - Illustrator I	19.45
13042 - Illustrator II	24.09
13043 - Illustrator III	29.47
13047 - Librarian	26.68
13050 - Library Aide/Clerk	15.48
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.64
13061 - Media Specialist I	17.38
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.67
13071 - Photographer I	17.38
13072 - Photographer II	19.45
13073 - Photographer III	24.09
13074 - Photographer IV	29.47
13075 - Photographer V	35.65
13090 - Technical Order Library Clerk	18.74
13110 - Video Teleconference Technician	17.38
14000 - Information Technology Occupations	

14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I (see 1)	15.73
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	(see 1)
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	(see 1)
14103 - Computer Systems Analyst III (see 1)	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	34.91
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.78
16090 - Presser Hand	9.78
16110 - Presser Machine Drycleaning	9.78
16130 - Presser Machine Shirts	9.78
16160 - Presser Machine Wearing Apparel Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.40
19040 - Tool And Die Maker	20.61

21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	14.47
21130 - Shipping/Receiving Clerk	14.47
21140 - Store Worker I	14.48
21150 - Stock Clerk	20.34
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.40
23120 - Bicycle Repairer	13.17
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	15.10
23140 - Carpet Layer	15.33
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	15.33
23182 - Electronics Technician Maintenance II	16.40
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.27
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.17
23311 - Fuel Distribution System Mechanic	17.46
23312 - Fuel Distribution System Operator	13.17
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.17

23392 - Gunsmith II	15.33
23393 - Gunsmith III	17.46
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	17.64
23440 - Heavy Equipment Operator	16.26
23460 - Instrument Mechanic	17.46
23465 - Laboratory/Shelter Mechanic	16.40
23470 - Laborer	11.37
23510 - Locksmith	16.40
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	17.46
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	17.46
23592 - Metrology Technician II	18.56
23593 - Metrology Technician III	19.66
23640 - Millwright	17.46
23710 - Office Appliance Repairer	16.40
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	17.64
23810 - Plumber Maintenance	16.57
23820 - Pneudraulic Systems Mechanic	17.46
23850 - Rigger	17.46
23870 - Scale Mechanic	15.33
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	15.33
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.92
23965 - Well Driller	17.46
23970 - Woodcraft Worker	17.46
23980 - Woodworker	13.17
24000 - Personal Needs Occupations	
24550 - Case Manager	14.54
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.56
24620 - Family Readiness And Support Services Coordinator	14.54
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.46
25040 - Sewage Plant Operator	19.63
25070 - Stationary Engineer	17.46

25190 - Ventilation Equipment Tender	12.06
25210 - Water Treatment Plant Operator	19.63
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.47
29020 - Hatch Tender	21.47
29030 - Line Handler	21.47
29041 - Stevedore I	19.98
29042 - Stevedore II	22.96
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77

30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.77
30621 - Weather Observer Senior	(see 2) 23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.55
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	9.43
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92



99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.33
99050 - Desk Clerk	9.70
99095 - Embalmer	24.65
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	22.25
99252 - Laboratory Animal Caretaker II	24.31
99260 - Marketing Analyst	21.54
99310 - Mortician	24.65
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	14.32
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	13.63
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.44
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.25
99841 - Vending Machine Repairer	28.30
99842 - Vending Machine Repairer Helper	22.25

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706. VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present



contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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



APPENDIX C

Past Performance Questionnaire

GVB RFP NO: 2020-007

Title: Planning Architectural and Engineering Consultant

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

OFFEROR: _____

REFERENCE DETAILS PROVIDED BY BIDDER

Company Name: _____

Point of Contact: _____

Contact Details: _____

PLEASE RETURN THIS COMPLETED QUESTIONNAIRE BY EMAIL TO
procurement@visitguam.org

PLEASE PROVIDE CONTACT DETAILS OF PERSON 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)

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)

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)

6. 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)

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)

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

Comment: _____

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

Name: _____ Phone Number: _____

Other contact information: _____

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

Comment: _____

Thank you for your cooperation.

GVB PROCUREMENT

PLEASE RETURN COMPLETED QUESTIONNAIRE BY EMAIL
ON OR BEFORE MARCH 31, 2020 TO
procurement@visitguam.org

