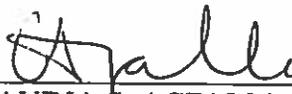


REQUEST FOR PROPOSAL

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
590 S. MARINE CORPS DRIVE, STE. 219
TAMUNING, GUAM 96913



CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: November 07, 2019

REQUEST FOR PROPOSAL NO: GOV/RFP-20-0240-001

PROPOSAL FOR: MEDICAL REFERRAL ASSISTANCE IN LOS ANGELES, CALIFORNIA and HONOLULU, HAWAII

SPECIFICATION: SEE ATTACHED

DESTINATION: MEDICAL REFERRAL ASSISTANCE OFFICE, OFFICE OF THE GOVERNOR

REQUIRED DELIVERY DATE: One (1) year with the option to renew on a year to year basis for an additional four (4) years, not to exceed five (5) years, based upon availability of funds.

INSTRUCTION TO OFFERORS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This proposal shall be submitted one (1) original, five (5) complete sets and one (1) CD containing electronic file copy in PDF format sealed to the issuing office above no later than (Time) 3:00pm, Date: November 17, 2019, and shall NOT be publicly opened. Proposal submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Special General Provisions for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the offeror. In consideration to the expense of the Government in evaluating this and other proposals, and other considerations, the undersigned agrees that this proposal remain firm and irrevocable within 90 calendar days from the submittal date to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF OFFEROR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS PROPOSAL:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

BASIC INFORMATION

I. OVERVIEW

The Medical Referral Assistance Office (MRAO) exists within the Office of the Governor of Guam. The MRAO assists residents of Guam in coordinating appropriate medical appointments, as well as coordinating temporary housing and transportation when seeking medical treatment away from Guam. Source: 5 GCA §11.101

II. INTRODUCTION

1. The MRAO will require Offerors(s) who may be supported by a sub-contractor to be ultimately responsible for services provided as part of the proposal of Offeror(s).
2. The MRAO will use procedures prescribed by the Guam Procurement Act, 5 GCA §5001-5805, and the Guam Department of Administration General Services Agency Procurement Regulations to establish a contract. The website to review the Guam Procurement Act is [www.guamcourts.org/Compiler of Laws/GCA/Title5.html](http://www.guamcourts.org/CompilerofLaws/GCA/Title5.html) and Guam Procurement Regulations is www.guamcourts.org/CompilerofLaws/GAR/02gar.html.
3. Offerors are expected to have and shall have sole responsibility for working knowledge of these laws and regulations.
4. Issuing Office: This Request for Proposal (RFP) is issued by the Medical Referral Assistance Office. No oral explanations in regard to the meaning of the RFP will be made and no oral instructions will be given before award of a contract to the selected Offeror. All proposals and any inquiries of prospective Offerors regarding this RFP must be in writing and must be to the attention of:

Claudia S. Acfalle
Chief Procurement Officer
Email: claudia.acfalle@gsadoa.guam.gov
General Services Agency
190 S. Marine Corps. Drive,
Ste. 219, 2nd Floor ITC Bldg.
Tamuning, Guam 96931

Hours: Monday thru Friday, 8:00 a.m. to 5:00 p.m.

5. Except to the above person(s) named in Section D, direct or indirect contact with MRAO management, staff, or any person participating in this selection process is prohibited.

III. SUMMARY SCOPE OF SERVICES

The Office of the Governor, Medical Referral Assistance Office (MRAO), is soliciting written proposals from not-for-profit organizations to provide contractual services for transportation, coordination of patient medical appointment(s) and coordination, and lodging assistance in the Los Angeles, California area and the Honolulu, Hawaii area. The Manila, Philippine area is OPTIONAL.

IV. DESCRIPTION OF THE WORK

A Preliminary Scope of Services, attached herein, as **Attachment 1**, describes the work to be accomplished. Upon final selection of the best qualified Offeror, the Scope of Services may be modified and refined during the coordination and negotiation meetings.

V. **TIME AND TIME OF PERFORMANCE FOR THE WORK INVOLVED**

1. The successful Offeror shall commence work upon execution of the Agreement and after issuance of a Notice to Proceed.
2. The time of performance is the negotiated time in calendar days which begins upon the issuance of Notice to Proceed (NTP) and ends at the time of service completion, and cannot extend beyond the term of Agreement.

VI. **TYPE OF CONTRACT**

A Purchase Order will be consummated between the successful Offeror and the Medical Referral Assistance Office of the Office of the Governor. The Purchase Order will contain provisions for adding specific phases/parts, tasks or elements to the Scope of Services. The Successful Offeror must show evidence that it is licensed to conduct business on Guam. Time is of the essence in performing these services. Inordinate delays, as determined by the Medical Referral Assistance Office in obtaining licenses and registrations may result in the Successful Offeror to being deemed non-responsive and thus disqualified.

VII. **SUBMISSION**

All proposals in response to this RFP solicitation shall be in writing, must be time-stamped and received at the General Services Agency, located on the 2nd Floor of the ITC Building in Tamuning, Guam, and shall be to the attention of the Chief Procurement Officer, **no later than 3:00 p.m. CHamoru Standard Time (Guam Time), (November 17, 2019).** No proposals shall be received after such date and time. Additionally, proposals transmitted via facsimile or email will not be accepted.

Offeror(s) must provide one (1) original, five (5) complete sets and one (1) CD containing electronic file copy in the PDF format. All items should be sealed in one package bearing on the outside name of the Offeror, address, and the name of the project for which the proposal is submitted and shall be submitted no later than the deadline.

VIII. **TRADE SECRETS AND PROPRIETARY DATA**

Offerors may designate those portions of their proposal that contain trade secrets or proprietary data as confidential. The MRAO will examine any such request to designate portions of such requests prior to entering into negotiations with a prospective Offeror.

IX. **OPENING OF PROPOSALS**

Proposals and modifications shall **NOT** be opened publicly nor disclosed to unauthorized persons but shall be opened in the presence of two or more procurement officials or designees of the MRAO. A register of Proposals shall be established which shall include all proposals, the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of Proposals shall be opened for public inspection only after the contract has been awarded. Proposals of Offerors who are not awarded the contract shall be not be opened for public inspection.

X. **NOT-FOR-PROFIT CRITERIA**

The Offeror(s) must be a duly registered Guam-based not-for-profit organization that can provide the services outlined in the scope of service.

XI. CONTENTS OF THE PROPOSAL

The Proposal, at the minimum, must contain the following:

1. Transmittal Letter

- A. A transmittal letter, prepared on the Offeror's stationary, is to accompany the original and required copies of the Submission.
- B. The purpose of this letter is to transmit the Proposal.
- C. The letter must be signed by an individual who is authorized to bind the Offer to all statements contained in the submission.
- D. The transmittal letter must make reference to the RFP number and Scope of Service that the Offeror is responding to.

2. Statement of Qualifications

The proposal should demonstrate the ability of the Offeror to perform and provide the services enumerated in the Scope of Service attached herein as Attachment No. 1. The Statement of Qualifications must be current, accurate, and complete. It shall include the following:

- A. The name of the Offeror, the location of the offeror's principal place of operations and, if different, the place of the performance of the proposed contract; and,
- B. The age of the Offeror's operations and the average number of employees the past year; and,
- C. The current workload of the Offeror; and,
- D. The abilities, qualification, experience and the role of the key persons that would be assigned to perform the services contained in the attached preliminary Scope of Services; and,
- E. A list of other contracts under which services similar in scope, size and discipline for the required services which the firm substantially performed or accomplished as the prime and/or principal in the past three years; and,
- F. Program plan that the Offeror will undertake to accomplish the objectives of this project and the work described in the Scope of Services; and,
- G. A statement that the Offeror has established and implemented an Affirmative Action Plan; and,
- H. The anticipated involvement expressed by percentage and the nature of involvement of the work contained in the Attachment 1 will be conducted by sub-consultants or associations; and,
- I. Evidence that the Offeror is a duly registered Not-For-Profit organization doing business based on Guam; and,
- J. A statement of agreement with the General Terms and Conditions; and,
- K. Special General Provisions of the RFP as described below; and,
- L. All items submitted in response to the RFP become the property of the MRAO and none will be returned.

XII. EVALUATION CRITERIA

After receipt of all proposals, an evaluation committee will be convened for the purpose of evaluating and ranking the Offerors. Evaluation sheets will be tabulated by a Procurement Officer from the General Services Agency and results will be prepared for submission to the MRAO Director or Designee, which list a rank order of preference, the most highly qualified firms to perform the services.

The following factors and their relative importance that will be used in the evaluation of the proposals are:

1. The project proposal vision and plan for performing the required services; and **(20 points)**
2. The ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and qualifications and abilities of key personnel proposed to be assigned to perform the services; and **(20 points)**
3. The personnel, equipment and facilities to perform the services currently available or demonstrated to be available at the time of contacting; and **(10 points)**
4. The firm's reputation for proposal and professional integrity and competence; and **(10 points)**
5. The record of past performance of similar work; and **(20 points)**
6. Demonstrated ability to meet schedules or deadlines. **(20 points)**

The MRAO Director or Designee will review the recommendations of the Evaluation Committee and shall, in concert with appropriate technical staff representatives, make a final selection.

XIII. SELECTION OF BEST QUALIFIED PROPOSER AND PROPOSAL

A. Evaluation and Ranking

After receipt of all proposals, the evaluation committee will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria as reflected herein and shall be ranked accordingly. The ranking of the proposals will be based on the averaging of the rankings awarded to the proposals by each evaluation committee member. Each proposal shall be evaluated on the following evaluation factors using a scale of one (1) to one hundred (100).

Offeror(s) may be required to be interviewed or hold discussions by the Evaluation Committee to clarify certain items from the submitted proposal. These discussions, if any, will be in accordance with Guam Procurement Laws.

B. Selection

The selection of the best qualified responsible, responsive Offeror will be based on the ranking of the Offerors. A "Short Listing" will be established based on the ranking results of the evaluation process. The MRAO reserves the right to short-list to a maximum of three (3) qualified Offerors.

The best qualified (highest ranked) Offeror will be selected to enter into negotiations with the MRAO. If an agreement can be reached as to reasonable fees, an Agreement will then be prepared for signatures by both parties. The signature of the Chief Procurement Officer is the only signature that will bind the MRAO through the instrumentality of a purchase order.

If the MRAO is unable to negotiate a contract with the best qualified (highest ranked) Offeror, the MRAO Director or Designee, may re-solicit for offers or enter into negotiations with the most next (highest ranked) Offeror based on the established short list.

XIV. MANDATORY FEATURES

1. Delivery of a Proposal;
2. The Proposal and transmittal letter are signed by an individual authorized to bind the not-for-profit organization;
3. The Proposal is valid for ninety (90) days from the deadline or close of the RFP;
4. The minimum format and content required by the RFP is presented in the Proposal;
5. Compliance with the Required Forms identified in Section XVII; and
6. Agreement Terms and Conditions described in the RFP have been agreed to.

Failure to comply with any of the aforementioned mandatory features or requirements shall result in the disqualification or rejection of the submitted Proposal. Minor irregularities in the Proposals that are immaterial or inconsequential in nature may be waived by the Committee whenever it is deemed in the best interest of the MRAO.

XV. FEE PROPOSALS

Offerors shall not submit any cost or pricing data with their envelope labeled "Technical Proposal". Fee proposal will be solicited by the MRAO upon selection of the best qualified (highest ranked) proposal and be submitted at a time and in a format as determined by the MRAO.

XVI. REQUIRED FORMS

Offerors must submit all forms required in this solicitation. Failure to submit any of the required forms may result in disqualification and rejection of a proposal. The following required forms to accompany the Offeror's proposals are included and made part of this RFP:

1. *Special Reminder to Prospective Offerors:* This form is the checklist of the required forms to be submitted accompanying the proposals. By completion and submittal of this form, the offeror acknowledges and understand its intent and implications. Offerors are held responsible for ensuring that all documents required in this RFP, which may not appear on the checklist, are submitted with their proposal.

2. *Affidavit Disclosing Ownership and Commissions:* Guam Law requires that any partnership, sole proprietorship, or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) 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.

The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, 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 the work described in this RFP for the Offeror and shall contain the amounts of such commission, gratuity, or other compensation. The affidavit shall be opened and available to the public for inspection and copying.

1. Affidavit Disclosing Ownership and Commissions, **AG-Form 2**
2. Affidavit re Non-Collusion, **AG-Form 3**
3. Affidavit re No Gratuities or Kickbacks, **AG-Form 4**
4. Affidavit re Ethical Standards, **AG-Form 5**
5. Declaration re Compliance with U.S. DOL Wage Determination, **AG-Form 6**
6. Affidavit re Contingent Fees, **AG-Form 7**
7. Affidavit re Special Provisions Restriction against Sex Offenders

*****END OF BASIC INFORMATION*****

GENERAL TERMS AND CONDITIONS

I. AUTHORITY:

This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124) and the Guam Procurement Regulations (copies are available for inspection from the following website:

<http://www.guamcourts.org/CompilerofLaws/GCA/05gca/5gc005.PDF>

<http://www.guamcourts.org/CompilerofLaws/GAR/02gar.html>

The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

II. EXPLANATION TO OFFERORS:

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts to the meaning of the specifications should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before submission of their proposals. Interpretation, if required, shall be made in the form of an amendment or addendum to the RFP which will be forwarded to all prospective Offeror and its receipt by the Offerors should be acknowledged on the proposal form.

III. METHOD OF AWARD:

The MRAO reserves the right to waive any minor informality or irregularity in proposals received. The MRAO shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of the MRAO to award contracts to selected Offerors duly authorized and licensed to conduct business in Guam. Multiple awards may be made based on an item per item award. THIS IS NOT AN ALL OR NONE AWARD.

IV. REJECTION:

The MRAO shall have the prerogative to reject proposals in whole or in part for if a determination is made that such action is in the best interest of the MRAO.

V. TAXES:

Offerors are cautioned that they are subject to Guam Income Taxes as well as other taxes on Guam transactions. Specific information on taxes may be obtained from the Department of Revenue and Taxation.

VI. LICENSING:

Offerors are cautioned that MRAO will not consider for award any offer submitted by a proposer who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Department of Revenue and Taxation.

VII. COVENANT AGAINST CONTINGENT FEES:

The Offeror warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the MRAO the right to terminate the Agreement, or in its discretion to deduct from the Agreement price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contract or sales secure or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

VIII. JUSTIFICATION OF DELAY:

The Successful Offeror guarantees that the service will be completed within the agreed upon completion date. If, however, the Successful Offeror cannot comply with the completion requirement, it is the Successful Offeror's responsibility to advise the MRAO in writing explaining the cause and reason of the delay.

IX. EQUAL EMPLOYMENT OPPORTUNITY:

Both federal and Guam law prohibit discrimination on the basis of race, creed, color, age, marital status, and ancestry, persons with disabilities, or national origin. The Offeror will ensure that employees are treated equally during employment without regard to their race, creed, color, national origin or any other protected status.

X. ASSIGNMENT:

Assignment will not be accepted without prior approval from MRAO. Request for approval of assignment must be made with submission of proposal. No assignment will be accepted if request is not made with the proposal.

XI. DETERMINATION OF RESPONSIBILITY OF PROPOSER:

The MRAO reserves the right for securing from Offerors information necessary to determine whether or not they are responsible and to determine the responsibility in accordance with Section 3116(2) of the Guam Procurement Regulations.

SPECIAL GENERAL PROVISIONS

I. PROPOSALS

The Offeror is required to read each and every page of the RFP document and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out and signed in ink or typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the Proposal, or irregularities of any kind shall be rejected by the MRAO as being incomplete.

II. GENERAL INTENTION

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these Special General Provisions and General Terms and Conditions for the Offeror to provide the MRAO with specified services.

III. AUTHORIZED REPRESENTATIVE AND CONTACT FOR CONTRACT ADMINISTRATION

All proposals submitted in response to this RFP shall be signed by an individual authorized to bind the Offeror to all statements, information and the services contained in the proposal. The Offeror is required to include in the proposal a written authorization designating a representative for the purpose of negotiating and executing a contract pursuant to this RFP and allowing such representative to negotiate on behalf of the Offeror. The authorization shall include:

- A. Name of Authorized Person
- B. Title of the Authorized Person
- C. Contact Numbers: Office, Fax, Mobile Phone
- D. E-mail address

IV. DISCUSSIONS

The MRAO may conduct discussions with all qualified Offerors who are prepared to discuss their proposals for the purpose of clarifying questions regarding the Proposal content and to afford Offerors an opportunity to further explain or clarify Proposal details. All qualified Offerors will be provided full and equal treatment with respect to any opportunity for discussion. During discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Offerors will be afforded an opportunity to clarify and revise their proposals prior to the conclusion of discussions and prior to final ranking by the evaluation committee. There will be no official call for best and final proposals. The submission of revisions pursuant to discussions will be optional and at the sole discretion of individual Offerors. All discussions with the Offeror will be recorded and preserved for the procurement record.

V. PAYMENT

Payment shall be made using a method mutually agreed upon by the MRAO and the successful Offeror.

VI. RECEIPT AND HANDLING OF PROPOSALS:

Envelopes containing proposals shall be sealed and marked on the outside with the name and address of the Offeror, the description of the services being solicited and the time and date of submission. Proposals shall be mailed or hand carried so as to be received on or before the submission deadline as indicated in the RFP. All Proposals received, hand delivered or through the mail, after the established submission date and time will not be accepted and shall be deemed "late proposals."

Proposals and modifications shall not be opened publicly nor disclosed to unauthorized person but shall be opened in the presence of two or more procurement officials or designees of the MRAO. A Register shall be established which shall include all proposals, the name of each Offeror, the number of modifications received, if any and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of Offerors who are not awarded the contract shall not be opened to public inspection.

VII. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written notice received by MRAO at any time prior to the conclusion of any discussion that may take place between MRAO and one or more Offeror. Proposals may be withdrawn in person by an Offeror's authorized representative upon verification of the representative's authority and execution of a receipt for the Offeror's returned proposal.

Negligence on the part of the Offeror in preparing the proposal grants no right for the withdrawal of the proposal, after it has been opened. All items submitted in response to the RFP become the property of the MRAO and none will be returned.

VIII. LATE PROPOSALS

Late proposals will NOT be accepted.

IX. LIABILITY FOR COST TO THE PROPOSAL

The MRAO is not liable for any cost incurred by the Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives any claim against the MRAO for any expenses incurred in proposal preparation. Submitted proposals become the property of the MRAO and will be a part of the official procurement record. Offerors' request for the return of specific proprietary material may be considered by the MRAO.

X. RIGHT TO AMEND, CANCEL OR REISSUE

The MRAO reserves the right to amend, supplement or cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response, or reissue the RFP, when this action serves the best interest of the MRAO.

XI. CONTRACT PROVISIONS

The MRAO reserves the right to include any part of the Offeror's Proposal in the Agreement. The Offeror's Proposal may be subject to additional conditions and terms as may be imposed by the MRAO during negotiations.

All Offerors warrant that they have not employed any person to solicit or secure any resolution contract based upon a promise for a commission, percentage, brokerage or contingent fee. Breach of such warranty shall be grounds for the MRAO the right to terminate clarifying discussion or pre-contract negotiations or immediately terminate any contract that has been executed pursuant to this RFP.

The MRAO will conduct negotiations with the best qualified Offeror. If the best qualified Offeror and the MRAO are unable to agree on the terms and conditions of a contract, then the MRAO may, at its sole and absolute discretion, terminate negotiations. In such instance, the MRAO will have the right to initiate negotiations with the next highest ranked Offeror.

By submitting a proposal, the Offeror specifically understands and agrees that it has a duty to explain and clarify any and all conditions imposed on or included in its responses and questions in this RFP. The Offeror further understands that it has an affirmative duty to inquire about and clarify any section of the RFP that the Offeror does not understand or that the Offeror believes may be susceptible to more than one interpretation.

XII. SPECIAL PERMITS AND LICENSES

The Offeror shall, at his/her own expense, procure all permits, certificates and license and shall give all notices and necessary reports required by law for the execution of the work.

XIII. LAWS TO BE OBSERVED

- A. The offeror accepts sole responsibility for compliance with any/all applicable federal and local laws, codes, ordinances, and regulations which in any affect those engaged or employed in the work, or the material or equipment used in or upon the site, contemplated by this RFP. No place of misunderstanding or ignorance on the part of the Offeror of applicable laws, codes, ordinances, or regulations will in any way serve to modify any contract executed pursuant to this RFP.
- B. Restriction Against Contractors/Consultants Employing Convicted Sex Offenders from Working at Government of Guam Venues. (5 G.C.A. §5253)
- i. 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 other than a public highway.
 - ii. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or 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.
 - iii. Duties of the General Services Agency or Procurement Administrators. All contracts, bids or Request for Proposals shall state all the conditions in 5 G.C.A. §5253(b).
 - iv. Any contractor/consultant found in violations of 5 G.C.A. §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

XIV. STATUS OF OFFEROR:

Offeror and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for the MRAO, and are not employees of either the MRAO or the government of Guam. Offeror and its officers, agents, servants and employees shall not accrue vacation or sick leave; participate in the government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to government of Guam employees. Offeror agrees that Offeror and its employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of the MRAO at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement

Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11 and its associated rules and regulations). Nothing in any contract pursuant to this RFP or any action taken pursuant to this RFP shall be deemed or construed in any manner or for any purpose to evidence or establish as between Offeror and the MRAO a relationship of partnership, agency, association, joint, venture or representative, not authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by the MRAO for the Offeror.

XV. INSURANCE

The Successful Offeror shall procure and maintain at their own expense all necessary comprehensive insurance for their employees including but not limited to Worker's Compensation and General Liability Insurance required by the MRAO.

XVI. OWNERS RIGHT TO REJECT PROPOSAL:

The MRAO may make such investigation as deemed necessary to determine the ability of the Offeror to perform the work and the Proposer/Consultant shall furnish to the MRAO all such information and data for this purpose as the MRAO may request. The MRAO reserves the right to reject Offeror if the evidence submitted by, or investigation of such Offeror fails to satisfy the MRAO that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional proposals will not be accepted.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be waived by the MRAO whenever it is deemed in the best interest of the MRAO.

XVII. 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 the non-disclosure of trade secrets or other proprietary data so identified, the MRAO shall examine the designated information to determine whether such information shall become proprietary. If the MRAO and the Offeror are unable to agree as to the disclosure of certain portions of the Offeror's proposal, the MRAO 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 5GCA Article 9 (Legal and Contractual Remedies) of the Procurement Act, the information may be so disclosed. [Refer to Title 2, Guam Administrative Regulations, Division 4, Section 3114(h)(2)]

XVIII. ETHICAL STANDARD:

The Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Guam's Procurement Code or Regulations pertaining to ethics in public contracting. Offeror represents that it will comply with ethical obligations under Guam Procurement Law. See 5 G.C.A. §§ 5601-5677.

XIX. PROHIBITION AGAINST GRATUITIES AND KICKBACKS:

The Successful Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against any kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or

subcontract, or to any solicitation of proposal therefore. Further, it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or order.

XX. APPLICABILITY OF GUAM PROCUREMENT LAW:

If any part of this RFP is contrary to the Guam Procurement Law or contains ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.

***** END OF GENERAL TERMS AND CONDITIONS AND SPECIAL GENERAL PROVISIONS *****

ATTACHMENT 1

SCOPE OF SERVICE

1.1 LOS ANGELES, CALIFORNIA AREA

The Guam Medical Referral Assistance Office (MRAO), a division of the Office of the Governor of Guam, requires the professional services of a not-for-profit organization to provide direct service off-island, to include coordination of appointments, transportation, and lodging. Further, the intent of MRAO is to provide a medical referral program for off-island care primarily for Guam's indigent or individuals without commercial health insurance coverage.

Through the RFP, the Government of Guam is able to maximize resources in managing the program's operations in a cost-efficient and equitable manner pursuant to 5 GCA 1 §§11.101-11.103 (Public Law 34-021).

I. Satellite Operation Requirements

- A. Establish a central coordination site (virtual or physical) within the seven (7) mile radius of the Los Angeles, California area.
- B. Satellite coordinator(s) shall be accessible by phone or email twenty-four (24) hours a day, seven (7) days a week, to include national and local holidays.
- C. If the provider establishes a physical office, the facility must be in compliance with all applicable laws, rules and regulations, including but not limited to, the American with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPPA).
- D. All patient medical records (paper or electronic) must be safeguarded as protected health information. Such records must be retained and disposed of in accordance with all applicable HIPPA rules, laws, and regulations.

II. Medical Appointment Coordination

- A. Provider must be able to establish direct working relations with hospitals and medical facilities within the service area.
- B. Provider will work with the patient to facilitate and schedule medical appointments with the hospital, physician, and/or medical facility within the service area.
- C. Provider shall not charge an extra fee for this service.

III. Transportation Coordination

- A. For patient arrivals, provider shall coordinate transportation services from the Los Angeles International Airport (LAX) to the patient's (and escort[s]) lodging accommodations (e.g. hotel, motel, apartment, etc.) or directly to the patient's medical appointments.
- B. Provider shall ensure that a transportation coordinator or service is able to meet the patient and escort(s) at the arrive section of the airport. Transportation coordinator or service shall have proper and standard identification to ensure patient awareness and easy identification of transportation service.
- C. Provider shall coordinate transportation from the patient's lodging to medical appointments, to include follow-up appointments, within the service area.
- D. For patient departures, provider shall coordinate transportation services from the patient's lodging to the Los Angeles International Airport.
- E. In the event of flight cancellations, delays, or changes, regardless of circumstance, provider shall make reasonable accommodations to provide patient transportation as a result of changes to the patient's itinerary.

- F. Similarly, in the event of medical appointment cancellations, delays, or changes, regardless of circumstance, provider shall make all reasonable accommodations to ensure transportation services are provided to all patient medical appointments.
- G. Provider shall not charge an extra fee for this service.

IV. Lodging or Temporary Housing Coordination

- A. Provider shall provide patients with a designated list of lodging accommodations approved by the Medical Referral Assistance Office within the service area.
- B. Provider shall, to the greatest extent possible, assist patients in coordinating lodging accommodations within the service area.
- C. Provider shall not charge an extra fee for this service.

V. Patient Eligibility Algorithm (Criteria)

- A. The patient must be a United States citizen or a green card holder residing in Guam, or any individual who established legal permanent residence in Guam as defined by the laws of Guam, federal immigration law, including, but not limited to, United States nationals.
- B. The patient is a "resident" if that person lives for a period of at least thirty (30) days in Guam, maintains that person's home and to which, whenever that person is absent, that person has the bona fide intention to return.
- C. The patient must not have or benefit from any commercial health insurance provider that cover transportation and lodging fees for off-island medical care.

VI. Patient Educational/Informational Brochure

In coordination with MRAO, provider shall develop an educational brochure or pamphlet, in electronic and paper versions, to be provided to patients benefitting from this service. The brochure or pamphlet shall contain the following:

- A. Overview of MRAO's mission and objective; and
- B. Explanation of the medical referral program and services; and,
- C. Contact information of the Guam-based office and satellite office.

VII. Reporting Requirements

On the last day of each month, the provider shall submit a report to the MRAO containing the following information:

- A. Name of patient;
- B. Gender and age of patient;
- C. Date of referral (from MRAO);
- D. Date assisted;
- E. Name of accepting medical facility;
- F. Insurance provider (if applicable);
- G. Number of escorts/family members;
- H. Departure date; and
- I. Service rendered.

VIII. Patient Death on Medical Referral

In the event a patient should expire while on medical referral, the provider shall assist the deceased family in coordinating the transport of the Deceased to Guam.

IX. Miscellaneous

The Medical Referral Assistance Office may require other related tasks not specified above. These tasks shall be effectuated through the issuance of a Work Order with fees subject to negotiation. All tasks must be performed in accordance with 2019 Medical Referral Assistance Office design standards.

2.1 HONOLULU, HAWAII AREA

The Guam Medical Referral Assistance Office (MRAO), a division of the Office of the Governor of Guam, requires the professional services of a not-for-profit organization to provide direct service off-island, to include coordination of appointments, transportation, and lodging. Further, the intent of MRAO is to provide a medical referral program for off-island care primarily for Guam's indigent or individuals without commercial health insurance coverage.

Through the RFP, the Government of Guam is able to maximize resources in managing the program's operations in a cost-efficient and equitable manner pursuant to 5 GCA 1 §§11.101-11.103 (Public Law 34-021).

II. Satellite Operation Requirements

- A. Establish a central coordination site (virtual or physical) within the seven (7) mile radius of the Honolulu, Hawaii area.
- B. Satellite coordinator(s) shall be accessible by phone or email twenty-four (24) hours a day, seven (7) days a week, to include national and local holidays.
- C. If the provider establishes a physical office, the facility must be in compliance with all applicable laws, rules and regulations, including but not limited to, the American with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPPA).
- D. All patient medical records (paper or electronic) must be safeguarded as protected health information. Such records must be retained and disposed of in accordance with all applicable HIPPA rules, laws, and regulations.

X. Medical Appointment Coordination

- A. Provider must be able to establish direct working relations with hospitals and medical facilities within the service area.
- B. Provider will work with the patient to facilitate and schedule medical appointments with the hospital, physician, and/or medical facility within the service area.
- C. Provider shall not charge an extra fee for this service.

XI. Transportation Coordination

- A. For patient arrivals, provider shall coordinate transportation services from the Honolulu, Hawaii International Airport to the patient's (and escort[s]) lodging accommodations (e.g. hotel, motel, apartment, etc.) or directly to the patient's medical appointments.
- B. Provider shall ensure that a transportation coordinator or service is able to meet the patient and escort(s) at the arrive section of the airport. Transportation coordinator or service shall have proper and standard identification to ensure patient awareness and easy identification of transportation service.
- C. Provider shall coordinate transportation from the patient's lodging to medical appointments, to include follow-up appointments, within the service area.
- D. For patient departures, provider shall coordinate transportation services from the patient's lodging to the Honolulu International Airport.
- E. In the event of flight cancellations, delays, or changes, regardless of circumstance, provider shall make reasonable accommodations to provide patient transportation as a result of changes to the patient's itinerary.

- F. Similarly, in the event of medical appointment cancellations, delays, or changes, regardless of circumstance, provider shall make all reasonable accommodations to ensure transportation services are provided to all patient medical appointments.
- G. Provider shall not charge an extra fee for this service.

XII. Lodging or Temporary Housing Coordination

- A. Provider shall provide patients with a designated list of lodging accommodations approved by the Medical Referral Assistance Office within the service area.
- B. Provider shall, to the greatest extent possible, assist patients in coordinating lodging accommodations within the service area.
- C. Provider shall not charge an extra fee for this service.

XIII. Patient Eligibility Algorithm (Criteria)

- A. The patient must be a United States citizen or a green card holder residing in Guam, or any individual who established legal permanent residence in Guam as defined by the laws of Guam, federal immigration law, including, but not limited to, United States nationals.
- B. The patient is a "resident" if that person lives for a period of at least thirty (30) days in Guam, maintains that person's home and to which, whenever that person is absent, that person has the bona fide intention to return.
- C. The patient must not have or benefit from any commercial health insurance provider that cover transportation and lodging fees for off-island medical care.

XIV. Patient Educational/Informational Brochure

In coordination with MRAO, provider shall develop an educational brochure or pamphlet, in electronic and paper versions, to be provided to patients benefitting from this service. The brochure or pamphlet shall contain the following:

- A. Overview of MRAO's mission and objective; and
- B. Explanation of the medical referral program and services; and,
- C. Contact information of the Guam-based office and satellite office.

XV. Reporting Requirements

On the last day of each month, the provider shall submit a report to the MRAO containing the following information:

- J. Name of patient;
- K. Gender and age of patient;
- L. Date of referral (from MRAO);
- M. Date assisted;
- N. Name of accepting medical facility;
- O. Insurance provider (if applicable);
- P. Number of escorts/family members;
- Q. Departure date; and
- R. Service rendered.

XVI. Patient Death on Medical Referral

In the event a patient should expire while on medical referral, the provider shall assist the deceased family in coordinating the transport of the Deceased to Guam.

XVII. Miscellaneous

The Medical Referral Assistance Office may require other related tasks not specified above. These tasks shall be effectuated through the issuance of a Work Order with fees subject to negotiation. All tasks must be performed in accordance with 2019 Medical Referral Assistance Office design standards.

3.1 MANILA, PHILIPPINE AREA (OPTIONAL)

The Guam Medical Referral Assistance Office (MRAO), a division of the Office of the Governor of Guam, requires the professional services of a not-for-profit organization to provide direct service off-island, to include coordination of appointments, transportation, and lodging. Further, the intent of MRAO is to provide a medical referral program for off-island care primarily for Guam's indigent or individuals without commercial health insurance coverage.

Through the RFP, the Government of Guam is able to maximize resources in managing the program's operations in a cost-efficient and equitable manner pursuant to 5 GCA 1 §§11.101-11.103 (Public Law 34-021).

III. Satellite Operation Requirements

- A. Establish a central coordination site (virtual or physical) within the seven (7) mile radius of the Manila, Philippine area.
- B. Satellite coordinator(s) shall be accessible by phone or email twenty-four (24) hours a day, seven (7) days a week, to include national and local holidays.
- C. If the provider establishes a physical office, the facility must be in compliance with all applicable laws, rules and regulations, including but not limited to, the American with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPPA).
- D. All patient medical records (paper or electronic) must be safeguarded as protected health information. Such records must be retained and disposed of in accordance with all applicable HIPPA rules, laws, and regulations.

XVIII. Medical Appointment Coordination

- A. Provider must be able to establish direct working relations with hospitals and medical facilities within the service area.
- B. Provider will work with the patient to facilitate and schedule medical appointments with the hospital, physician, and/or medical facility within the service area.
- C. Provider shall not charge an extra fee for this service.

XIX. Transportation Coordination

- A. For patient arrivals, provider shall coordinate transportation services from the Ninoy Aquino International Airport to the patient's (and escort[s]) lodging accommodations (e.g. hotel, motel, apartment, etc.) or directly to the patient's medical appointments.
- B. Provider shall ensure that a transportation coordinator or service is able to meet the patient and escort(s) at the arrive section of the airport. Transportation coordinator or service shall have proper and standard identification to ensure patient awareness and easy identification of transportation service.
- C. Provider shall coordinate transportation from the patient's lodging to medical appointments, to include follow-up appointments, within the service area.
- D. For patient departures, provider shall coordinate transportation services from the patient's lodging to the Ninoy Aquino International Airport.
- E. In the event of flight cancellations, delays, or changes, regardless of circumstance, provider shall make reasonable accommodations to provide patient transportation as a result of changes to the patient's itinerary.

- F. Similarly, in the event of medical appointment cancellations, delays, or changes, regardless of circumstance, provider shall make all reasonable accommodations to ensure transportation services are provided to all patient medical appointments.
- G. Provider shall not charge an extra fee for this service.

XX. Lodging or Temporary Housing Coordination

- A. Provider shall provide patients with a designated list of lodging accommodations approved by the Medical Referral Assistance Office within the service area.
- B. Provider shall, to the greatest extent possible, assist patients in coordinating lodging accommodations within the service area.
- C. Provider shall not charge an extra fee for this service.

XXI. Patient Eligibility Algorithm (Criteria)

- A. The patient must be a United States citizen or a green card holder residing in Guam, or any individual who established legal permanent residence in Guam as defined by the laws of Guam, federal immigration law, including, but not limited to, United States nationals.
- B. The patient is a "resident" if that person lives for a period of at least thirty (30) days in Guam, maintains that person's home and to which, whenever that person is absent, that person has the bona fide intention to return.
- C. The patient must not have or benefit from any commercial health insurance provider that cover transportation and lodging fees for off-island medical care.

XXII. Patient Educational/Informational Brochure

In coordination with MRAO, provider shall develop an educational brochure or pamphlet, in electronic and paper versions, to be provided to patients benefitting from this service. The brochure or pamphlet shall contain the following:

- A. Overview of MRAO's mission and objective; and
- B. Explanation of the medical referral program and services; and,
- C. Contact information of the Guam-based office and satellite office.

XXIII. Reporting Requirements

On the last day of each month, the provider shall submit a report to the MRAO containing the following information:

- S. Name of patient;
- T. Gender and age of patient;
- U. Date of referral (from MRAO);
- V. Date assisted;
- W. Name of accepting medical facility;
- X. Insurance provider (if applicable);
- Y. Number of escorts/family members;
- Z. Departure date; and
- AA. Service rendered.

XXIV. Patient Death on Medical Referral

In the event a patient should expire while on medical referral, the provider shall assist the deceased family in coordinating the transport of the Deceased to Guam.

XXV. Miscellaneous

The Medical Referral Assistance Office may require other related tasks not specified above. These tasks shall be effectuated through the issuance of a Work Order with fees subject to negotiation. All tasks must be performed in accordance with 2019 Medical Referral Assistance Office design standards.

ATTACHMENT 2

AGREEMENT

BY AND BETWEEN

THE MEDICAL REFERRAL ASSISTANCE OFFICE, OFFICE OF THE GOVERNOR

AND

NOT-FOR-PROFIT ORGANIZATION

THIS AGREEMENT is entered into by and between the MEDICAL REFERRAL ASSISTANCE OFFICE (MRAO), a division of the Office of the Governor of Guam, whose address is 513 West Marine Corps Drive, Suite 101, Hagåtña, Guam 96910, and the NOT-FOR-PROFIT ORGANIZATION authorized and duly licensed as a Not-For-Profit Organization on Guam, whose address is: _____, hereinafter called the "Provider" through the instrumentality of a Purchase Order.

The MRAO issued a Request for Proposal ("RFP") seeking to engage services with a duly registered Guam-based non-for-profit organization to provide contractual services for transportation, coordination of patient medical appointment(s) and lodging coordination in the Los Angeles, California area, the Honolulu, Hawaii area hereinafter the "Project".

The Provider responded to the RFP through submitting a proposal to provide services in accordance with the RFP, Provider was selected as the highest most qualified Offeror;

in submitting the Proposal, Provider warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully, and diligently; and

the MRAO desire to retain the Provider as an independent contractor on the terms and conditions set forth in this Agreement and Provider has agreed to accept such retainer;

in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. STATEMENT OF WORK TO BE PERFORMED

- A. Scope of Service. The Provider agrees to perform all the contracted services in connection of the project. The services are as defined in the attached Scope of Services, which is incorporated herein by reference and made an integral part hereof.
- B. Additional Services. The MRAO may require additional services not identified in the Scope of Services. These additional services shall be effectuated through issuance of a Work Order with fees subject to negotiation.
- C. Schedule. The Not-For-Profit Firm/Individual(s) shall complete the services pursuant to a schedule that shall be developed in consultation with the MRAO and agreed in writing. In cases of an unforeseeable delay in meeting the schedule that will be set forth, the Not-For-Profit Firm/Individual(s) shall notify the Guam based MRAO immediately.
- D. Other Work. The MRAO acknowledges and agrees that the Provider may provide services to other clients, persons, or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of such services herein. In the event the MRAO discovers or determines that the Provider is providing services to a third part which conflicts with or hinders the performance of services under this Agreement, the

Provider must immediately cease performing those third party services upon being provided written notice by the MRAO and the MRAO may invoke any further available remedies under the terms of this Agreement.

- E. Location of Services. Provider may perform the services under this Agreement at any suitable location as approved by the MRAO.

II. TERM OF AGREEMENT

- A. The successful Offeror or Provider shall commence work upon execution of the Initial Kick-Off meeting and Provider is given Notice to Proceed.
- B. All work required for the Scope of Service shall be performed as provided within the initial One (1) year term. The MRAO reserves the right to renew with Four (4) additional One (1) year option(s) not to exceed Five (5) years. The MRAO will provide Provider written notice and subject to availability of funds.
- C. The time of performance is the negotiated time in calendar days which begins upon the issuance of Notice to Proceed (NTP) and ends at the time of project completion, and cannot extend beyond the term of contract.

III. COMPENSATION

- A. Compensation. In consideration of the services performed under this Agreement, the MRAO shall pay the Provider based on negotiated rates and fees according to specific work performed or services provided. The services performed by the Provider under this agreement shall be consistent with the proposal submitted and will not exceed (\$ _____ Dollar Amount) for the life of this contract, and that all work shall be performed and compensated in accordance with the terms and conditions agreed upon and authorized by the Parties.
- B. Expenses. Provider shall be responsible for all expense incurred in the performance stipulated under this Agreement.
- C. No Compensation Prior to Approval of Agreement. The MRAO shall not be liable to Provider for any services performed by the Provider prior to full execution of this Agreement by all parties, and the Provider expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.
- D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Provider under this Agreement. Prior to the final payment due Provider, and as a condition precedent thereto, Provider shall execute and deliver to the MRAO a release in form approved by the MRAO of claims against the MRAO arising under this Agreement. Provider expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- E. Payment. All rates and prices and payments to the Provider shall be in the currency of the United States.

IV. EARLY TERMINATION

A. By the MRAO. The MRAO reserves the right to cancel or terminate this Agreement prior to its completion:

1. Termination without Cause: The MRAO may terminate this Agreement, without cause, upon the delivery of written notice to the Provider at least thirty (30) days prior to the intended date of termination;
2. Termination in the Best Interest of the Government of Guam: The MRAO may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Provider and the effective date of such termination. Circumstances for termination under this clause include but are not limited to the Provider's successful completion of services under this Agreement to the satisfaction of the MRAO.
3. Termination for Cause/Default: The MRAO shall notify the Provider in writing of deficiencies or default in the performance of its duties under this Agreement. The Providers shall have ten (10) days, which period may be extended by the MRAO (said extension not to be unreasonably denied), to correct the deficiency or cure the default or to request, in writing, a hearing from the MRAO. The MRAO shall hear and act upon same within thirty (30) days from the receipt of said request and shall notify the Provider of said action. The action by the MRAO shall be either to confirm, in whole or in part, the specified deficiencies or default, or find that there are not deficiencies or default, or such action as deemed necessary in the judgment of the MRAO. Failure of Provider to remedy said specified default in notice by the MRAO within ten (10) days of receipt of such notice of such action, or such time reasonably to correct the deficiency and/or cure the default, shall result in the termination of this Agreement, and the MRAO may be relieved of any and all responsibilities and liabilities under the terms and provisions of this Agreement.
4. Effects and Responsibilities of Parties for Early Termination by the MRAO: In the event of an Early Termination without cause or for the best interests of Guam under paragraphs (1) and (2) of this section, the Provider agrees to use all reasonable efforts to mitigate expenses and obligations hereunder with respect to such event. Following an Early Termination under paragraphs (1) and (2) by the MRAO, the MRAO shall pay the Provider for all satisfactory services rendered up to that point. In the event of an Early Termination by reason of an event described in paragraph (3), above, the MRAO shall not reimburse Provider for services performed. The MRAO reserves all rights at law and equity in the event of an early termination, including arising out of a default or for other causes.

B. By Provider. Termination for Cause: Provider shall notify the MRAO in writing of deficiencies or default in the performance of the MRAO's duties under this Agreement. The MRAO shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Provider (said extension not to be unreasonably denied). Upon Provider's termination of this Agreement for cause, the Provider shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and the MRAO shall have no obligations to Provider. The Provider shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

- C. Termination/Modification for Lack of Funds. The MRAO may terminate or modify this Agreement based upon a lack of funding. In such an event, the MRAO shall promptly provide notice to Provider and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.
- D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from the MRAO, the Provider shall take timely, reasonable and necessary action to protect and preserve the property in the possession of Provider in which the MRAO has an interest.
- E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that the MRAO may issue a new Request for Proposal with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defenses with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. CONTACT PERSON

The Provider agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsive to the questions and direction of the MRAO. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. The MRAO reserves the right to request replacement of the contact person designated by the Provider under this Agreement.

VI. CONFIDENTIALITY

- A. Information. The Provider hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, recorded magnetic media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Provider to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Provider shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by the MRAO. All of the Information shall be returned promptly after use to the MRAO and all copies or derivations of the Information shall be physically and/or electronically destroyed. Provider shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Provider shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of the MRAO, and then only if the Provider requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Provider to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed

otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

- B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Provider to liability, including all damages and injunctive relief.

VII. CONFLICTS OF INTERESTS

- A. The Provider warrants and covenants that it has not violated and will not violate Guam's Procurement Law or Regulations pertaining to ethics in public contracting.
- B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Provider is a material breach of this Agreement and shall entitle the MRAO to immediately terminate this Agreement. Provider agrees that in the event of a breach or violation of this Section, the MRAO shall have the right to terminate this or any other Agreement with the Provider without liability.
- C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Provider agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement, that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to the MRAO.

VIII. WAIVER

No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

IX. SEVERABILITY

If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

X. SURVIVAL OF WARRANTIES

All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

XI. FEES AND EXPENSES

Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

XII. NOTICES

All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be affected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO THE MRAO: MEDICAL REFERRAL ASSISTANCE OFFICE
Office of the Governor of Guam
513 W. Marine Corps Drive, Suite 101
Hagåtña, Guam 96910

Attention: Jon Junior Calvo, Deputy Chief of Staff

TO PROVIDER: (PROVIDER)
Attention: _____

XIII. ASSIGNMENT/SUBCONTRACTORS

It is expressly acknowledged that Provider is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Provider utilizes one or more subcontractors for such purpose. The right and interest of Provider under this Agreement (including, but not limited to, Provider's right to or interest in any part or all of payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of the MRAO. In the event of a permissive subcontract or assignment of this Agreement by Provider, Provider agrees that any subcontractors retained by Provider or assignees shall be subject to all provisions of this Agreement.

XIV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XV. SCOPE OF AGREEMENT

This Agreement, RFP, Proposal, and Cost Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Provider and the MRAO each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

In the event of a contradiction between the provisions of any of the documents collectively comprising this Agreement, Request for Proposal, RFP No. GOV/RFP-20-0240-001 Provider Services, and the Offeror's Cost Proposal, the contradiction shall be resolved by giving precedence in the following order: first, to the provisions of the Agreement (as it may be amended from time to time); second, to the provisions of the RFP (as it may be amended from time to time); and, third, to the provisions of the Proposal and Cost Proposal (as they may be clarified or amended from time to time).

XVI. CAPTIONS

All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. GOVERNING LAW AND FORUM SELECTION

Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XIX. COMPLIANCE WITH LAWS

- A. In General. The Provider shall comply with all U.S. and Guam Laws, Statutes, Regulations and Ordinances applicable to this Agreement. The Provider represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.
- B. Non-Discrimination in Employment. The Provider agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XX. DISPUTES

- A. All controversies between the territory and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.
- B. The Procurement Officer shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- C. Any such decision shall be final and conclusive, unless fraudulent, or if the contractor brings an action appealing the decision to the Office of Public Accountancy.
- D. The contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency has made a written determination that continuation of work under the contract is essential to the public health and safety.

XXI. RETENTION AND ACCESS TO RECORDS AND OTHER REVIEW

The Provider, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by the MRAO. The MRAO agrees to comply with reasonable requests of Provider to provide access to all documents and MRAO property reasonably necessary to the performance of Provider's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXII. LIABILITY

- A. **Indemnification.** Provider shall indemnify and hold harmless the MRAO and 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 (but only to the extent caused or contributed to by) the negligent or wrongful act or omission of the Provider or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance under this Agreement.
- B. **The MRAO is not Liable.** The MRAO assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Provider and/or the Provider's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of the MRAO. In addition, no officer, agent, or employee of the MRAO shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, the MRAO assumes no liability for any accident or injury that may occur to Provider's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXIII. DELAYS, EXTENSIONS AND SUSPENSIONS

The MRAO unilaterally may order the Provider in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the MRAO. The Provider agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or suspension. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Provider's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Provider, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXIV. MODIFICATIONS INCLUDING THOSE DUE TO PUBLIC WELFARE, CHANGE IN LAW OR CHANGE IN MARKETING CONDITIONS

The MRAO shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Provider. The MRAO shall have the power to make changes in the Agreement as a result of changes in law and to impose new rules and regulations on the Provider under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The MRAO shall give the Provider 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 be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Provider. In the event of any future change in federal or Guam laws, the MRAO materially alters the obligations of the Provider, or the benefits to the MRAO, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations for the Provider, then the Provider or the MRAO shall be entitled to an adjustment in the rates and charges established under the Agreement. Provider shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The MRAO and the Provider agree to enter into good faith negotiations regarding modifications to the Agreement, 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 Agreement, the MRAO and the Provider shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Provider directly and demonstrably due to any modification in the Agreement under this clause.

XXV. INDEPENDENT PROVIDER AND ITS EMPLOYEES.

A. Status of Provider. The Provider and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for the MRAO, and are not employees of either the MRAO or the Government of Guam. The Provider and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Provider agrees that Provider and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of the MRAO at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Provider and the MRAO a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by the MRAO for the Provider.

B. Liability. The Provider assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Provider is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Provider and Provider's employees or agents under this Agreement or the compensation paid to Provider for services performed under this Agreement. Furthermore, Provider shall maintain at the Provider's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Provider agrees to hold harmless and indemnify the MRAO, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Provider or Provider's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Provider's failure to comply with terms of this subparagraph B.

XXVI. DISCLOSURE

The Provider hereby represents that it has disclosed to the MRAO all matters regarding Provider which if not disclosed to the MRAO would materially affect the MRAO's decision to enter into this Agreement with Provider.

XXVII. DISPOSITION OF PROPERTY AND MATERIALS; INTELLECTUAL PROPERTY RIGHTS.

- A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of the MRAO, regardless of whether Provider is in possession of such Work Product, and may be used by the MRAO without permission from Provider and without any additional costs to the MRAO.
- B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of the MRAO. Provider explicitly acknowledges that the MRAO possesses exclusive rights to the Work Product arising out of this Agreement. Provider shall not use or permit others to use in any way or form the Work Product without the express written consent of the MRAO.

XXVIII. DISQUALIFICATION

Provider agrees and acknowledges that it will be disqualified from participating in procurement opportunities relating to this project as it has developed or participated in the development of specifications that will be used in the construction and/or implementation of these specifications.

XXIX. ATTACHMENTS, EXHIBITS, SCHEDULES, AND ENTIRE AGREEMENT

The Agreement, including its Attachments, Exhibits and Schedules, constitute the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXX. PARTIAL INVALIDITY

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXI. AMENDMENTS/MODIFICATIONS

Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

ATTACHMENT 3

GSA GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

590 S. Marine Corps. Drive, Ste. 219, Tamuning Guam 96913

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

REQUEST FOR PROPOSAL NO.: GOV/RFP-20-0240-001

**DESCRIPTION: MEDICAL REFERRAL ASSISTANCE IN LOS ANGELES,
CALIFORNIA and HONOLULU, HAWAII**

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Offerors are reminded to read the Sealed Proposal Solicitation and Instructions, and General Terms and Conditions attached to the RFP to ascertain that all of the following requirements checked below are submitted in the proposal envelope, one (1) original, five (5) complete sets, one (1) CD containing electronic file copy in the PDF format sealed to the issuing office date and time for submission.

(X) STATEMENT OF QUALIFICATIONS

(X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

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

(X) OTHER REQUIREMENTS:

Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License relating to this proposal.

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

On this _____ day of _____, 2019, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective offerors with the above referenced RFP.

Offeror Representative's Signature

Request for Proposal No.: GOV/RFP-20-0240-001

DESCRIPTION: *MEDICAL REFERRAL ASSISTANCE IN LOS ANGELES, CALIFORNIA and HONOLULU, HAWAII*

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective offeror you must fill out this Acknowledgement receipt form. Please submit by fax form to 475-1727 and email to gsaprocurement@gsadoa.guam.gov

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

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding RFP _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

Note: GSA recommends that prospective offerors register current contact information with GSA to ensure they receive any notices regarding any changes or update to the RFP. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this proposal must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than November 12, 2019, close of business at 5:00pm.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
 ISLAND OF GUAM) ss.

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 so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</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 disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

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

Subscribed and sworn to before me
 this ____ day of _____, 201__.

 NOTARY PUBLIC
 My commission expires: _____, _____

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION FOR GUAM

MEDICAL REFERRAL ASSISTANCE IN LOS ANGELES, CALIFORNIA AND HONOLULU, HAWAII

Name of Offeror Company: _____

I, _____, hereby certify under penalty of perjury:

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

- (4) That I have attached the most recent Wage Determination applicable to Guam issued by the U.S. Department of Labor.

(INSTRUCTIONS - The actual USDOL Wage Determination, No. 2015-5694, Revision No.: 8, Date of Revision: 12/26/2018 is an attachment to this form. The attached applicable USDOL Wage Determination consists of 10 pages

and is available at U.S. Department of Labor URL website at www.wdol.gov.)

Signature

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
 | Wage Determination No.: 2015-5694
 Daniel W. Simms Division of | Revision No.: 10
 Director Wage Determinations | Date Of Last Revision: 09/16/2019

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

States: Guam Northern Marianas Wake Island
 Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		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)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		27.61
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop		34.91

15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.65
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	18.25
Mechanic (Research Facility)	
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 (see 2) Surface Programs	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))

