



# GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUÅHAN  
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

To All Interested Parties:

Most pandemic-related mandates were lifted effective May 3, 2022. To ensure the continued safety and well-being of GPA personnel, prospective bidders, and guests, please be advised of the following:

1. Virtual meetings and/or conferences are preferred and will be coordinated through the GPA Procurement Division.
2. For In-Person meetings and/or conferences:
  - a. Limit of one (1) representative per prospective bidder when submitting any procurement proposal, and to attend public bid openings.
  - b. Face masks and social distancing may be employed at the option of the individual.
  - c. Persons displaying cold or flu-like symptoms will be asked to leave.

**COMPANY NAME:**

**REPRESENTATIVE NAME:**

\_\_\_\_\_

\_\_\_\_\_

Print / Sign Date

**BID NO.:** \_\_\_\_\_

**RFP NO.:** GPA-RFP-24-001



JOSEPH T. DUENAS  
Chairman

GUAM POWER AUTHORITY  
ATURIDÁT ILEKTRESEDÁT GUÁHAN  
P.O. BOX 2977 HAGÁTÑA, GUAM U.S.A. 96932-2977



JOHN M. BENAVENTE, P.E.  
General Manager

Telephone Nos.: (671) 648-3054/55 or Facsimile (671) 648-3165

|                |              |            |          |       |
|----------------|--------------|------------|----------|-------|
| Accountability | Impartiality | Competence | Openness | Value |
|----------------|--------------|------------|----------|-------|

REQUEST FOR PROPOSAL: GPA-RFP-24-001

DESCRIPTION: ANNUAL EMISSIONS TESTING

**SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS**

Firms/Individuals are reminded to read Proposal Instructions to ascertain that all of the following requirements checked below are submitted in the proposal envelope, one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF copy in CD, DVD and/or USB Flashdrive, at the date and time for proposal remittance. **All sealed proposal submissions must be hand delivered, delivered by mail, or delivered by other courier service to:**

**ISSUING OFFICE:**

Guam Power Authority-Procurement Office  
1st. Floor, Room 101  
Gloria B. Nelson Public Service Building  
688 Route 15  
Mangilao, Guam 96913

[XX]STATEMENT OF QUALIFICATION;

[XX]AFFIDAVIT OF DISCLOSURE OF OWNERSHIP; **Pursuant to Public Law 36-13**

[XX]NON-COLLUSION AFFIDAVIT; **Pursuant to Public Law 36-13**

[XX]NO GRATUITIES OR KICKBACKS AFFIDAVIT;

[XX]ETHICAL STANDARDS AFFIDAVIT;

[XX]WAGE DETERMINATION AFFIDAVIT;

[XX]RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

[XX]CONTINGENT FEES AFFIDAVIT;

**\*Note:** The above Affidavits must comply with the following requirements;

- a. The affidavit must be signed within 60 days of the date the bid is due;
- b. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- c. First time affidavit **must** be an **original** – If copy, indicate Bid Number/Agency where original can be obtained.

[XX] OTHERS: **A Guam Business License and/or Contractor's License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority.**

This reminder must be signed and returned in the proposal envelope together with the proposal. Failure to comply with the above requirements will mean a disqualification and rejection of the proposal.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, authorized representative of \_\_\_\_\_  
\_\_\_\_\_ acknowledge receipt of this special reminder to PROSPECTIVE Individual/Firm with the above referenced RFP.

\_\_\_\_\_  
Individual/Firm Representative's Signature

REQUEST FOR PROPOSAL NO.: GPA-RFP-24-001

FOR

ANNUAL EMISSION TESTING



  
\_\_\_\_\_  
**SYLVIA V. IPANAG**

*Manager, Planning and Regulatory  
Division*

  
\_\_\_\_\_  
**JOHN J. CRUZ, JR., P.E.**

*Asst. General Manager of Eng'g and Technical Services*

  
\_\_\_\_\_  
**JOHN M. BENAVENTE, P.E.**

*General Manager*

August 2023

Guam Power Authority  
P.O. Box 2977  
Hagatna, Guam 96932

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# 1 INSTRUCTIONS TO OFFEROR

## 1.1 DEFINITIONS

**OFFEROR:** The individual, partnership, corporation, or joint venture submitting a written or documented response to this subject RFP.

**OWNER:** The Guam Power Authority (GPA) General Manager or designated representative.

**ADDENDA:** Any amendment, modification or addenda issued by OWNER, prior to the opening of the RFP's, for the purpose of changing the intent of the plans and technical specifications, clarifying the meaning of the same, or changing any of the provisions of this RFP, shall be binding to the same extent as if written in the Specifications.

## 1.2 PROPOSALS

The OFFEROR is required to read each and every page of the Request for Proposal 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 in ink or typewritten and signed in black ink. Erasures or other changes in a proposal must be explained or noted over the signature of the OFFEROR. Proposals containing any conditions, omission, unexplained erasure or alterations or items not called for in the Proposal, or irregularities of any kind shall be rejected by the Guam Power Authority as being incomplete.

## 1.3 PROPRIETARY PORTIONS OF PROPOSALS

The OFFEROR may designate any proprietary portions of the proposal which contain trade secrets or other proprietary data to remain confidential.

## 1.4 PREPARATION AND SUBMISSION OF PROPOSALS

Envelopes containing proposals shall be sealed and marked on the face with the name and address of the OFFEROR, the Proposal Number and the time and date of submission. Telegraphic proposals will not be considered, nor modification by telegraph of proposals already submitted.

Only non-priced proposals are to be submitted by the proposal deadline. Priced proposals will be requested of the selected vendor or vendors at a later time.

Proposals shall be hand-carried and received at the place of opening on or before the opening date and time. Proposals received through mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.

All submittals must strictly conform to the Request for Proposal and any addenda.

One (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF format copy of each proposal, consisting of technical and commercial sections, must be submitted, including all addenda, if any.

Any and all sample documentation (reports of similar jobs, brochures, etc.) that will assist towards OFFEROR's evaluation may be furnished with each proposal.

No submittal shall be considered complete unless accompanied by all items specified in these submittal instructions.

**Request for Proposal No.: GPA-RFP-24-001 must be submitted before 4:00 P.M. (ChST), February 22, 2024, in a sealed envelope indicating the RFP number and addressed as follows:**

**To: Guam Power Authority-Procurement Office  
1st. Floor, Room 101  
Gloria B. Nelson Public Service Building  
688 Route 15  
Mangilao, Guam 96913**

**Attn: Mr. JOHN M. BENAVENTE, P.E.  
General Manager**

**c/o JAMIE LYNN C. PANGELINAN  
Supply Management Administrator**

**Examination of RFP Documents:** OFFEROR shall examine the RFP documents to inform himself of all conditions and requirements for the execution of the proposed work. Ignorance on the part of OFFEROR of any part of the Request for Proposal will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

**Interpretation of the Approximate Quantities:** OFFEROR's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Contract as shown on the technical requirements section or elsewhere, is approximate only and not guaranteed. OWNER does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall OFFEROR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

**Familiarity with Laws:** OFFEROR is assumed to be familiar with Federal and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of OFFEROR will in no way relieve him/her from responsibility. The preparation and submission of a proposal will be by and at the expense of the OFFEROR.

## **1.5 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 as to the meaning of the specifications must be communicated in writing to the named contact individual of the Guam Power Authority requesting for interpretation. OFFERORS should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective OFFERORS, and its receipt by the OFFEROR should be acknowledged on the proposal form.

## **1.6 CLARIFICATION ON REQUEST FOR PROPOSAL**

Each OFFEROR must carefully examine the Request for Proposal and all addenda. If any OFFEROR (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the request for Proposal, or (c) has any question regarding the Request for Proposal, the OFFEROR must promptly notify GPA in writing no later than (4) four working days prior to the closing date of this RFP thereof in writing at the address specified for submission of proposals. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective OFFERORS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

## **1.7 ALTERNATE PROPOSALS**

GPA reserves the right to withhold its approval of any or all alternates proposed by OFFERORS and to deny any or all requests for such approvals.

## **1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

An OFFEROR may modify or withdraw its proposal by written request, provided that the request is received by GPA at the address indicated and prior to the time specified for the submission of proposals. Any proposals or submittals received after the time and date set for receipt of proposals or submittals will be considered late. No late modification or withdrawal will be considered unless received before the date of opening. Following withdrawal of its proposal, an OFFEROR may submit a new proposal, provided the new proposal is received by GPA prior to the time specified for the submission of proposals. There shall be no modifications or withdrawals after the opening date.

GPA may modify any provision of the Request for Proposal at any time prior to the time specified for the submission of proposals. Such modifications may be made in the form of addenda, which will be issued simultaneously to all OFFERORS.

Any addenda issued will be mailed to all OFFERORS in duplicate. OFFEROR shall acknowledge receipt of same by his signature on copy, which is to be returned to OWNER. The other copy shall accompany the proposal or submittal. Acknowledgement may also be made in writing or by telex or telegram.

Negligence on the part of the OFFEROR in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

## **1.9 COMPLETE PROPOSALS**

OFFERORS are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. GPA may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any OFFEROR. GPA may, in its sole discretion, request from OFFERORS additional information clarifying or supplementing, but not basically changing any proposal as submitted.

All Proposals shall remain the property of GPA.



Time for Acceptance: All submittals shall be valid for 60 days from date of RFP opening.

Completion Date: OFFEROR shall realize that satisfactory completion of this work within the period shown on the Contract form is a critical requirement. Failure to do so may cause the imposition of liquidated damages as specified therein.

#### **1.10 POST-PROPOSAL MEETING**

After the receipt of proposals, GPA may request additional information over the telephone or in individual meetings with selected OFFERORS to clarify and discuss their proposals. Failure by an OFFEROR to attend such requested meeting(s) shall be cause for disqualification.

GPA reserves the right to request clarifications from only those OFFERORS whom it deems in its best interest.

All clarifications shall be documented by OFFERORS as addenda to the submittals.

#### **1.11 PROPOSAL INCONSISTENCIES**

Any provisions in the proposal which are inconsistent with the provisions of this Request for Proposal, unless expressly described as being exceptions or alternates, are deemed waived by the OFFERORS. In the event the proposal is awarded to OFFEROR, any claim of inconsistency between the proposal and these RFP documents will be resolved in favor of these RFP documents unless otherwise agreed to in writing by GPA.

#### **1.12 SUBCONTRACTOR**

If the OFFEROR plans to enter into contracts with subcontractors in order to complete this project, the identification and location of the possible subcontractors with a comprehensive description of their offering shall be submitted with the proposal. GPA reserves the right to disapprove any subcontractor, or a subcontractor's offering proposed by the OFFEROR. This right applies to the original submittal as well as submittals subsequent to the original proposal.

#### **1.13 SUBMITTAL FORMAT**

All responses to this subject RFP shall be written in the ENGLISH language.

The submittal information shall be in 8-1/2 inch by 11-inch report binders with the covers identifying the respective OFFEROR. Large sheets or drawings shall be bound in the binder so that they can be unfolded for easy review.

#### 1.14 SIGNATURE

The proposals shall be signed by an official authorized to contractually bind the OFFEROR. The proposal shall also provide the following information:

Signature on Proposal: OFFEROR must sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person signing the proposal shall show the name of the State or Territory under the laws of which the corporation was chartered, also the names and business address of its president, secretary and treasurer.

#### 1.15 INQUIRIES

Prospective OFFERORS should address inquiries, questions or clarifications in writing to:

**Attn:** John M. Benavente, P.E.  
General Manager  
Guam Power Authority- Procurement Office  
1st. Floor, Room 101  
Gloria B. Nelson Public Service Building  
688 Route 15  
Mangilao, Guam 96913

c/o Jamie Lynn C. Pangelinan  
Supply Management Administrator  
Telephone No.: (671) 648-3054/3055, Ext. 3128  
Facsimile: (671) 648-3165

**Note:** Cut-Off Date for Receipt of Questions shall be 5:00 P.M., February 08, 2024.  
**Inquiries received after the deadline shall not be entertained.**

## **2 GENERAL TERMS AND CONDITIONS**

### **2.1 AUTHORITY**

This Request for Proposals (RFP) solicitation is issued subject to all of the provisions of the Guam Procurement Act (Public Law 16-124) and the Guam Procurement Regulations (copies are available for inspection at the Guam Power Authority). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

### **2.2 GENERAL INTENTION**

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the OFFEROR to provide the Guam Power Authority with specified services.

### **2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR**

In determining the most qualified OFFEROR, the Agency/Department shall be guided by the following:

- A. The ability, capacity and skill of the OFFEROR to perform the work specified.
- B. Whether the OFFEROR can perform promptly or within the specified time.
- C. The quality of performance of the OFFEROR with regard to awards previously made to him.
- D. The previous and existing compliance by the OFFEROR with laws and regulations relative to procurement.

### **2.4 AWARD OR REJECTION OF PROPOSALS**

The right is reserved as the interest of the Guam Power Authority may require waiving any minor informalities or irregularities in proposals received. The Guam Power Authority reserves the right and shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of the Guam Power Authority to award proposals to OFFERORS duly authorized and licensed to conduct business in Guam.

GPA reserves the right to award a Contract for the entire RFP scope or for subsets of the RFP scope to one, none, or any OFFERORS.

Proposals will be opened privately, and GPA reserves the right to keep any or all proposals confidential.

- A. Cancellation of Solicitation, Delays: GPA reserves the right to cancel or to withdraw this RFP, to delay determination on this RFP, or to reject all submittals or any individual submittal in whole or in part at any time prior to the final award. The reasons for the cancellation, delay or rejection shall be made a part of the project file and shall be available for public inspection.

After opening, but prior to award, all proposals may be rejected in whole or in part when the Procurement Authority of GPA determines in writing that such action is in the Territory's best interest for reasons including but not limited to:

- 1) The supplies and services being procured are no longer required;
- 2) Ambiguous or otherwise inadequate Specifications were part of the solicitation;
- 3) The solicitation did not provide consideration of all factors of significance to the Territory;
- 4) Price(s) exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
- 5) Inability of the selected OFFEROR and GPA to successfully negotiate contract terms for the scope of services requested.

When a solicitation is cancelled or rejected prior to final award, notice of cancellation or rejection shall be sent to all OFFERORS. The reasons for cancellation or rejection shall be made a part of the project file and shall be available for public inspection.

B. Rejection of Individual Proposal or Submittal: Any individual proposal or submittal may be rejected in whole or in part when in the best interest of the Authority. Reasons for rejecting a proposal or submittal include but are not limited to:

- 1) OFFEROR is not responsive;
- 2) The proposal or submittal is non-responsive as it does not conform in all respects to the RFP;
- 3) The construction, supply or service offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or technical requirements set forth in the RFP;
- 4) The proposal or submittal does not meet the requirements or criteria set forth in the RFP. Upon request, unsuccessful OFFERORS shall be advised of the reasons for rejection.

Any or all proposals or submittals will be rejected if there is reason to believe that collusion exists among OFFERORS and no participants in such collusion will be considered in future projects for the same work.

## 2.5 EXECUTION OF THE ORDER

The OFFEROR to whom the Order is awarded (the "successful OFFEROR") shall execute and deliver to GPA the Contract prior to performing any services on GPA premises. A written notice will be issued to the most successful OFFEROR indicating commencement of the project.

Award of Contract: The award of the Contract, if awarded, will be to the most responsive OFFEROR whose qualifications indicate that award thereto will be in the best interest of OWNER, and whose proposal shall comply with the requirements of the Contract Documents. In no case will the award be made until all necessary investigations have been made into the responsibility of the OFFEROR, and the OWNER is satisfied that the OFFEROR is qualified to do the work and has the necessary equipment to carry out the provisions of the Contract to the satisfaction of OWNER within the time specified. OWNER may award separate contracts for each project scope or for any combination of project scope.

Execution of Contract: The individual, firm or corporation to which this Contract has been awarded shall sign the necessary agreement entering into Contract with OWNER, and return it to OWNER within ten (10) days after date of award.

Failure to Execute Contract: Failure on the part of OFFEROR to execute the Contract as required will be just cause for the annulment of the award. The award may then be made to the next most qualified OFFEROR or the work re-advertised, as OWNER may elect.

**2.6 MODIFICATION / ALTERATION**

After the receipt and opening of proposals, and at its option, the Guam Power Authority may conduct discussions with the OFFEROR who has submitted a proposal reasonably susceptible of being selected for award with the purpose of clarification to assure full understanding and responsiveness to the Proposal requirements. OFFERORS shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing OFFERORS.

**2.7 CONTACT FOR CONTRACT ADMINISTRATION**

If your firm receives a contract as a result of this Proposal, designate a person whom we may contact for prompt administration, showing:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

**2.8 DETERMINATION OF RESPONSIBILITY OF OFFEROR**

The Guam Power Authority reserves the right to secure from OFFERORS information necessary to determine whether or not they are responsible and to determine their responsibility in accordance with Section 2.3 of the General Terms and Conditions.

**2.9 LIMITATIONS**

This RFP does not commit the Guam Power Authority to award a contract, to pay any costs incurred in the preparation of a proposal by the OFFEROR under this request, or to procure a contract for services. The Guam Power Authority reserves the right to reject any and all proposals received under this request, to negotiate with all qualified sources, or to cancel the whole or any part of this RFP at any time.

**2.10 ACCEPTANCE OF PROPOSAL CONTENTS**

The contents of the Proposal of the successful firm will become contractual obligations if a contract ensues. Failure of the successful firm to accept these obligations will result in a disqualification of the Proposal.

**2.11 CONTROL**

The successful OFFEROR will carry out this assignment under the direction and control of the Guam Power Authority and/or his/her designee(s).

## **2.12 REQUIRED FORMS**

All OFFERORS are required to submit current affidavits, as required below. Failure to do so will mean disqualification and rejection of the proposal.

- A. Ownership & Interest Disclosure Affidavit
- B. Non-Collusion Affidavit
- C. No Gratuities or Kickbacks Affidavit
- D. Ethical Standards Affidavit
- E. Declaration Re-Compliance with U.S. DOL Wage Determination
- F. Restriction Against Convicted Sex Offenders
- G. Contingent Fees Affidavit

## **2.13 CONTRACT TERM**

GPA and the CONTRACTOR agree this CONTRACT will be for a base contract period of three (3) years. Upon mutual agreement, the CONTRACT may be extended for two (2) additional 1 year periods beyond the base contract term (for a maximum contract length of five (5) years), subject to the availability of funds.

## **2.14 JUSTIFICATION OF DELAY**

The OFFEROR who is awarded the proposal guarantees that the services will be completed within the agreed upon completion date. If, however, the OFFEROR cannot comply with the completion requirement, it is the OFFEROR's responsibility to advise the Guam Power Authority in writing explaining the cause and reasons for the delay.

Section 6-101.09.1 of the Guam Procurement Regulations, "Liquidated Damages", will be in effect if the OFFEROR fails to meet the completion requirement.

## **2.15 INVOICING AND PAYMENT TERMS & CONDITIONS**

All invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings, etc.). All supporting documents must be reviewed and approved by the GPA Project Manager prior to invoice submittals. All invoices will be paid net 30 days from the date the invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the successful OFFEROR.

## **2.16 TAXES**

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. The Guam Power Authority shall have no tax liability under this order. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

GPA is a government agency exempted from all government taxes as stipulated in the Guam Code Annotated.

## **2.17 LICENSING**

OFFERORS are reminded that the Guam Power Authority will not consider for award any offer submitted by an OFFEROR who has not complied with the Guam Licensing Law by the time of contract signing. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

## **2.18 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 Guam Power Authority the right to terminate the Contractor, or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through, bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

## **2.19 ASSIGNMENTS**

Contractor may not assign this CONTRACT or any sum becoming due under the provisions of this CONTRACT without the prior written consent of the Guam Power Authority.

## **2.20 EQUAL EMPLOYMENT OPPORTUNITY**

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the OFFEROR not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The OFFEROR will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to race, creed, color or national origin.

## **2.21 AMERICAN DISABILITIES ACT**

If requested, the OFFEROR must meet all ADA regulations and requirements.

## **2.22 PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS TO THE TERRITORY**

All OFFERORS are required to submit a current No Gratuities of Kickbacks Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

Pursuant to GCA 5 section 5630 (c), this clause is conspicuously set forth to alert all parties in this procurement that Guam Public Law Title 5 §5630. Gratuities and Kickbacks, prohibits against gratuities, kickbacks, and favors to the Territory.

## 2.23 RESTRICTION AGAINST CONVICTED SEX OFFENDERS

All OFFERORS are required to submit a current Restriction against Sex Offenders Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

GCA 5 §5253(b) restricts the OFFEROR against employing convicted sex offenders from working at Government of Guam venues. It states:

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

## 2.24 DISCLOSURE OF OWNERSHIP AND NON-COLLUSION

**5 GCA §5233 (Title 5, Section 5233) states:**

### **Disclosure of Ownership, Financial, and Conflicts of Interest**

- (a) Purpose. The disclosure required by this Section are intended to reveal information bearing on the responsibility of a bidder, and can be obtained by an inquiry regarding responsibility prior to award.
- (b) Definitions.  
As used herein, the term “person” shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an “artificial person”) recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.
- (c) Public Disclosure of Ownership.
  - (1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.
  - (2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the “relevant disclosure period”). If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has



- owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period. If any such second-tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second-tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.
- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
  - (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.
  - (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
  - (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.

**Section 2. Severability.** If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

1. **If the affidavit is a copy, indicate the BID/RFP number and where it is filed.**
2. **Affidavits must be signed within 60 days of the date the bids or proposals are due.**

## 2.25 NON-COLLUSION

All OFFERORS are required to submit a current Non-Collusion Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

**2.26 ETHICAL STANDARDS**

All OFFERORS are required to submit a current Ethical Standards Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

**2.27 COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

All OFFERORS are required to submit a Declaration Re-Compliance with U.S. DOL Wage Determination. Failure to do so will mean disqualification and rejection of the proposal.

**2.28 CONTINGENT FEES**

All OFFERORS are required to submit a current Contingent Fees Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

|                           |
|---------------------------|
| <b>3 FORM OF CONTRACT</b> |
|---------------------------|

### CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, hereinafter called the CONTRACTOR, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONTRACTOR to perform professional services for a project known and described as “**Annual Emissions Testing**”, **GPA-RFP-24-001**, hereinafter called the "Project".

#### RECITALS

WHEREAS, the Guam Power Authority (GPA) is required to comply with its Title V Air Permit and Federal and Local Regulations at all its Power Generating Facilities; and

WHEREAS, GPA is required to conduct Annual Emission Testing to ensure and verify compliance of its power generating units with its permitted emission limits; and

WHEREAS, GPA seeks CONTRACTOR services to perform Annual Emission Testing on all its Power Generating Facilities; and

WHEREAS, the Guam Power Authority has prepared a scope of work and request for proposal to accomplish this; and

WHEREAS, the Guam Power Authority will enter into a contract for Professional and Technical Services for **Annual Emission Testing** at all its Power Generating Facilities based on the established scope of work; and

NOW, THEREFORE, the Guam Power Authority, and the CONTRACTOR for the considerations set forth, agree as follows:

#### SECTION I - SERVICES OF THE CONTRACTOR

The CONTRACTOR shall perform the following professional services in accordance with the degree of care and skill that a registered professional in Guam would exercise under similar conditions:

- A. The CONTRACTOR shall provide services as described in the detailed scope of work provided in the Scope of work in GPA-RFP\_\_\_\_\_.
- B. The CONTRACTOR has assigned \_\_\_\_\_ as the Project Manager for this Contract. Prior written approval is required in the event the CONTRACTOR needs to change the Project Manager. The CONTRACTOR shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The CONTRACTOR shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office compatible or in an alternate format approved by GPA. The software version used shall be compatible to current GPA standards.

#### SECTION II - PERIOD OF SERVICE

GPA and the CONTRACTOR agree this CONTRACT will be effective commencing \_\_\_\_\_, for a base contract period of three (3) years. Upon mutual agreement, the CONTRACT may be extended for two (2) additional one (1) year periods beyond the base contract term (for a maximum contract length of five (5) years), subject to the availability of funds.

**SECTION III - CONTRACTOR'S COMPENSATION**

- A. The total compensation to CONTRACTOR for services in this CONTRACT is the lump sum of: \_\_\_\_\_, plus approved adjustments.
- B. GPA shall pay the CONTRACTOR using a method mutually agreed upon by GPA and the successful Offeror.

**SECTION IV - CONTRACTOR'S STATUS**

CONTRACTOR agrees that there shall be no employee benefits occurring from this Agreement, such as:

- A. Insurance coverage provided by GPA;
- B. Participation in the Government of Guam retirement system;
- C. Accumulation of vacation or sick leave;
- D. There shall be no withholding of taxes by GPA;
- E. That it is expressly understood and agreed that, in the performance of services under this Agreement, CONTRACTOR and its employees shall at all times act as independent contractors with respect to GPA, and not as an employee or agent of GPA. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship is and shall remain that of independent parties to a contractual relationship set forth in this Agreement.

**SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES**

- A. GPA shall designate a Project Manager during the term of this CONTRACT. The Project Manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by GPA on any aspect of the work shall be directed to the Project Manager.
- B. GPA shall review submittals by the CONTRACTOR and provide prompt responses to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the CONTRACTOR'S work. GPA will keep the CONTRACTOR advised concerning the progress of GPA's review of the work. The CONTRACTOR agrees that GPA's inspection, review, acceptance or approval of CONTRACTOR'S work shall not relieve CONTRACTOR'S responsibility for errors or omissions of the CONTRACTOR or its sub-CONTRACTOR(s).

**SECTION VI - INVOICING AND PAYMENT TERMS & CONDITIONS**

All Invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by GPA Project Manager prior to invoice submittal for charges. All invoices will be paid NET 30 Days from date invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the CONTRACTOR.

**SECTION VII - TERMINATION**

GPA, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the CONTRACTOR, upon thirty (30) days written notice delivered to CONTRACTOR personally, via email, or by certified mail at the address provided.

Immediately after receiving such notice, the CONTRACTOR shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The CONTRACTOR shall appraise the services it has completed and submit an appraisal to GPA for evaluation. GPA shall have the right to inspect the CONTRACTOR'S work to appraise the services completed.

In the event of such termination or abandonment, the CONTRACTOR shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

GPA shall make final payment within thirty (30) days after the CONTRACTOR has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this CONTRACT is terminated, GPA shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

**SECTION VIII - CHANGES**

GPA may at any time, by written order, make any changes or deletions in the services to be performed hereunder. If such changes or deletions cause an increase or decrease in the cost of doing work under this Agreement, or in the time required for this performance, an equitable adjustment shall be made as agreed to by the parties and the Agreement shall be modified in writing accordingly.

**SECTION IX - ASSIGNMENT OF AGREEMENT**

CONTRACTOR may not assign this Agreement, or any sum becoming due to under the provisions of this Agreement, without the prior written consent of GPA.

**SECTION X - FORCE MAJEURE**

Neither party shall be liable for any delay in meeting or failure to meet its obligations under this Agreement due to a force majeure.

**SECTION XI - TAXES**

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. Guam Power Authority shall have no tax liability under this contract. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

GPA is a government agency exempted from ALL government taxes as stipulated in the Guam Code Annotated.

**SECTION XII – NOTICES**

Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally (not to include facsimile transmission) or shall be deemed to be delivered when received postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective address as specified herein:

TO: Name and Address  
COPY: If applicable, Name and address  
FAX: Fax number

TO: Guam Power Authority  
P.O. Box 2977  
Hagatna, Guam 96932-2977  
ATTN: General Manager  
FAX: (671) 648-3165

**SECTION XIII – GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam.

**SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS**

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

**SECTION XV – INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold GPA harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense or reasonable fee of legal counsel arising out of or in connection with the goods or services the CONTRACTOR provides.

**SECTION XVI – DISPUTES**

All controversies between GPA and the CONTRACTOR which arise under, or are by virtue of this CONTRACT and which are not resolved by mutual agreement shall be resolved under Guam Procurement Law and the Government Claims Act, and pursuant to the laws of Guam.

**SECTION XVII – RELEASE OF INFORMATION**

The CONTRACTOR shall not release any information, including the contract price; concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission from GPA.

**SECTION XVIII – INSURANCE**

The CONTRACTOR shall not commence work under this CONTRACT until he has obtained reasonable insurance for Auto Liability and Worker's Compensation and Employer's Liability up to the statutory limits. The CONTRACTOR shall maintain all insurance required during the course of the work.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this \_\_\_\_ day \_\_\_\_\_, 2024. The CONTRACTOR warrants that the person who is signing this CONTRACT on behalf of the CONTRACTOR is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

**SECTION XVIII – LICENSING**

CONTRACTORS are reminded that GPA will not consider for award any offer submitted by a CONTRACTOR who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

**SECTION XX – CONVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR 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 Guam Power Authority the right to terminate the CONTRACTOR, or in its discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through, bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

**SECTION XXI – EQUAL EMPLOYMENT OPPORTUNITY**

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the CONTRACTOR not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to race, creed, color or national origin.

**SECTION XXII – AMERICAN DISABILITIES ACT**

If requested, the CONTRACTOR must meet all ADA regulations and requirements.

**SECTION XXIII – PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY**

GCA 5 §5630(c) prohibits the CONTRACTOR against gratuities, kickbacks, and favors to the Territory.

**SECTION XXIV – RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES**

GCA 5 §5253(b) restricts the CONTRACTOR against employing convicted sex offenders from working at Government of Guam venues. It states:

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

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this day \_\_\_\_\_. The CONTRACTOR warrants that the person who is signing this CONTRACT on behalf of the CONTRACTOR is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
JOHN M. BENAVENTE, P.E.  
GENERAL MANAGER  
GUAM POWER AUTHORITY

## 4 SCOPE OF WORK

### Annual Emission Testing

#### 4.1 INTRODUCTION AND SUMMARY

The Guam Power Authority is seeking the services of qualified contractors to provide emission test plans, conduct emission testing, provide emission test reports, identify causes of excess emissions of the above units and provide recommendations to mitigate, and retesting, if necessary. It is emphasized that all emission test plans, emission testing, and emission test reports and other task must meet the requirements of applicable local, federal, and permitting requirements. Proposals that do not meet these requirements will be rejected.

GPA is required to ensure and verify compliance of its power generating units with its permitted emission limits on an annual basis. Complying with these emission limits or verifying non-compliance allows GPA to annually review its maintenance and operation program to ensure effective and efficient operation of these units. GPA operates the following facilities:

- a. Tenjo Power Plant Generating Facility - Medium Speed Diesel Units 1 to 6
- b. Talofofo Power Generating Facility - Medium Speed Diesel Units 1 and 2
- c. Manenggon Hills Power Generating Facility - Medium Speed Diesel Units 1 and 2
- d. Piti Generating Facility – Combustion Turbine Unit no. 7
- e. Yigo Diesel Power Plant – Diesel Generators 1 to 39
- f. **Option to add** *Piti Generating Facility – Diesel Engines 8 & 9.*
- g. **Option to add** *Macheche Generating Facility – Combustion Turbine Engine*
- h. **Option to add** *Yigo Generating Facility – Combustion Turbine Engine*
- i. **Option to add** *Dededo Generating Facility – Combustion Turbine Engines 1 and 2*

#### 4.2 PROJECT DESCRIPTION

The scope of this project is to provide emission test plans, conduct emission testing, provide emission test reports, identify causes of excess emissions of the above units and provide recommendations to mitigate, and retest, if necessary. The required emission test plans, emission testing, and reporting must be in accordance to the applicable local, federal, and permit requirements for all affected GPA power generating units.

Equipment, materials, labor, and all other incidental work and apparatus needed to properly implement the testing requirements shall be the responsibility of the contractor. All testing shall be coordinated and approved by GPA plant personnel or assigned GPA representative(s) prior to the start of work.

1. **Pollutants To Be Tested and Methods Used:** The pollutants to be tested and methods to be used are specified within the attached permits for each affected facility.
2. **Time Period:** The emission testing for all units must be completed by September 30, 2024, unless otherwise not possible due to repair or complete shutdown of the facility. Contractor must show capability in the coordination, scheduling, and planning of all testing required to ensure that all units be tested within this time frame.



3. **Emission Test Plans and Reports:** The contractor shall prepare and submit the required emission test plans and any required reports to Generation and Planning & Regulatory for comments and review prior to the start of the test and final submittal to GEPA or USEPA. Contractor must be aware of the specific timeline required for submittal of these reports to GEPA and USEPA to ensure that Generation and Planning & Regulatory are given ample time for review and comment and still meet the due dates for submittal. Emission Test Plans and Reports shall be prepared individually and site specific for each facility to include all units within that facility. Each emission test plan and reports must be written to ensure compliance with all applicable requirements.
4. **Emission Testing and Data Collection Quality:** Complete documentation of the emission test plans, emission testing and data collection, emission test reports, and all other pertinent documentation for emission testing shall be provided. Any required testing data shall be documented. The documents provided shall include the unit being tested, procedures and equipment used in the testing, and identification and certification of the test, interpretation and recommendations regarding the test and test results.

#### 4.3 REGULATORY GUIDANCE

##### 4.3.1 Compliance with Guam EPA and USEPA Permit Requirements with various sections of 40 CFR Part 60

Existing permits are attached for your review. (Attachment 1.)

##### 4.3.2 Guam EPA/USEPA Approval

All proposed test plans, emission testing, and emission test reports must meet Guam EPA and USEPA Region 9 approval, whichever applicable.

#### 4.4 DELIVERABLES AND WORK PRODUCTS

The contractor is expected to prepare and submit emission test plans, emission test data, and emission test reports. If necessary, the contractor may also be required to identify, interpret and make recommendations of the test results and mitigation. Following submittal of these reports, the contractor may be asked by GPA to make certain revisions or otherwise edit these materials. After revision of reports, if necessary, the contractor will be required to resubmit copies of the final reports to GPA within 10 days or earlier to ensure submittal to Guam EPA and USEPA meets the required time frame. The final report shall consist of (2) soft copies on CD in PDF format. All deliverables must comply with all applicable local, federal, and permit requirements.

#### 4.5 COST SCHEDULE FORM

The Contractor must complete and submit the cost schedule form as defined per unit on each facility (Attachment 2). Each test shall consist of the parameters specified in each individual permit, and an average of three tests per parameter. This cost shall include emission test plan, emission testing, emission test report, identification of cause of excess emission and recommendation to mitigate, if necessary. GPA will only be charged for the Units that are tested, since GPA cannot guarantee the availability of all listed units (due to repair, complete shutdown of a Unit, or other unforeseen circumstances).

Included in the table, is the cost for mobilization per series of testing, and retesting of individual units, if necessary.

Modifications or alterations of the Cost Schedule Form to include cost not mentioned may be included, but should be highlighted with an accompanying explanation.

## 5 PROPOSAL SUBMITTAL CONTENT

### NON-PRICED PROPOSAL CONTENT

PROPONENTS must submit non-priced proposals that include:

1. Detailed description of OFFERORS qualifications to deliver on the scope of work and projects addressed in this RFP.
2. Three client references on projects completed within the last five years related to the projects and scope of work addressed in this RFP.
3. Detailed description of the processes and services that the OFFERORS will use to deliver on the scope of work and projects addressed in this RFP.
4. Describe in detail the team and organizational structure that the OFFERORS will use for this project including curriculum vitae. Describe what each team member is responsible for and how they will provide value.

Provision of this information in the proposal means that the individuals identified will be assigned to perform the scope and projects addressed in this RFP. GPA reserves the right to approve substitutions.

5. Report layouts from previous energy audit engagements
6. Proposal must be free of any price information.
7. Completed Ownership & Interest Disclosure Affidavit
8. Completed Non-Collusion Affidavit
9. Completed No Gratuities or Kickbacks Affidavit
10. Completed Ethical Standards Affidavit
11. Declaration Re Compliance with U.S. DOL Wage Determination
12. Completed Restriction Against Sex-Offenders Form
13. Completed Contingent Fees Affidavit

## 6 EVALUATION PROPOSAL

The evaluation format is a two-step process. In the first step, GPA evaluates each OFFERORS qualifications and non-priced proposal for quality, reasonableness, completeness and applicability towards GPA's business needs and goals. During the evaluation process, GPA shall score each OFFERORS submittal and rank each from most acceptable to least acceptable. GPA may choose to select one, any or none of the OFFERORS for the second step in the procurement process: contract negotiations.

GPA reserves the right to select one or more or none of these OFFERORS to negotiate a contract for communication services, installation and operations and maintenance services for GPA's internal communication and network infrastructure.

GPA will begin negotiations with the OFFERORS having the most acceptable proposal for the work scope under consideration. If it fails to successfully conclude negotiations with this OFFERORS, it may terminate negotiations with this OFFERORS and begin negotiations with the OFFERORS having the next most acceptable proposal. GPA may continue in this fashion until it awards a contract or runs out of OFFERORS to negotiate with.

### 6.1 EVALUATION CRITERIA AND PROPOSAL SCORING

Tables 1 and 2 below lists the step one evaluation criteria form and step two final evaluation results form. GPA will convene a committee of no less than three people. These people will elect a committee chairperson.

**Scoring and evaluation shall occur in two steps:**

#### **Step 1: Individual Committee Member Evaluation and Scoring of Proposal**

Each committee member will score each PROPONENT'S proposal using the *Step One Evaluation Form* from zero (0) to five (5) points as the maximum score and by multiplying it to the raw score weight will get the weighted score for each evaluation factor. The weighted scores will be totaled to determine the evaluation scores for each proponent then proceed to Step 2.

#### **Step 2: Final Evaluation of Bidder Qualifications**

After all the proposals have been scored under Step One, the Committee Chair will request the Committee to evaluate on Step 2 under Individual Scope Scoring.

Each committee member will rank each proposal from highest weighted to lowest score using the *Step Two Evaluation Form*. Total points will be gathered and will be categorized as A = Acceptable if rating is greater than or equal to 680 points; PA = Potential Acceptable if score is greater than or equal to 638 points and U=Unacceptable is score is less than 638 points for each proponent. In the event of ties, the Chairman breaks the tie.

### 6.2 NEGOTIATION AND AWARD

The committee will negotiate with the top scoring proponent(s) from Step 2.

If negotiations fail with the top scoring proposal, the committee will negotiate price with the next highest scoring proponent from Step 2. If there are no next proposals from Step 2, the committee may repeat Steps 2 and 3 or terminate the procurement.

Each committee member will score each OFFERORS proposal using the Step One Evaluation Form with 5 points as the maximum score and by multiplying it to the raw score weight will get the weighted score for each evaluation factor. The weighted scores will be totaled to determine the evaluation scores for each proponent then proceed to Step 2.

**TABLE 1.  
Step 1 EMISSIONS TESTING BID EVALUATION CRITERIA AND SCORING**

COMPANY: \_\_\_\_\_

| Item  | Bidder Checklists Items  | Raw Score    | Weight    | Weighted Score |
|---|--|--------------|-----------|----------------|
| <b>A. CONTRACTOR'S KNOWLEDGE AND UNDERSTANDING</b>  |  | <b>0 - 5</b> | <b>20</b> |                |
| <b>A.1</b>  | Must have the Knowledge of the different test methods required on the Title V permit for the emission testing and are able to provide valuable guidance to help ensure permit compliance.      |              |           |                |
| <b>A.2</b>  | Understanding of the technical objectives and requirements for preparing and submitting of an emission test plan, conducting the emission test, preparing and submitting emission test reports |              |           |                |
| <b>A.3</b>  | The ability of interpreting test results, identifying causes of excess emission and making recommendations to mitigate   |              |           |                |
| <b>A.4</b>  | Ability to provide accurate reliable emissions tests results and report promptly.  |              |           |                |
| <b>B. EXPERIENCE OF FIRM</b>                        |  | <b>0 - 5</b> | <b>15</b> |                |
| <b>B.1</b>  | Experience of the firm in emissions testing requirements of various GPA facilities as required in the Title V operating permit   |              |           |                |
| <b>B.2</b>  | Years of experience in the operation, and experience in executing complex air emission testing programs with other clients.  |              |           |                |
| <b>B.3</b>  | Equipment inventory and the firm's ability to maintain and operate the emission testing equipment and data processing system   |              |           |                |
| <b>C. EXPERIENCE OF KEY PERSONNEL</b>               |  | <b>0 - 5</b> | <b>10</b> |                |
| <b>C.1</b>  | Identified key personnel must be committed to the project for the duration of work and will be unacceptable for other staff to later be substituted for identified key personnel.              |              |           |                |
| <b>C.2</b>  | Firm must have skilled competent personnel, experienced to work on the specific type of equipment and required certifications/accreditations   |              |           |                |
| <b>D. COORDINATION AND ENVIRONMENTAL COMPLIANCE</b> |  | <b>0 - 5</b> | <b>10</b> |                |
| <b>D.1</b>  | Ability to work with and coordinate all tasks with GPA personnel, USEPA, Guam EPA to ensure compliance with all federal, local and permitting requirements                                     |              |           |                |
| <b>D.2</b>  | Ability to communicate with clients to avoid problems and unexpected delays and providing high quality customer service  |              |           |                |
| <b>E. COST EFFECTIVENESS AND EFFICIENCY</b>         |  | <b>0 - 5</b> | <b>5</b>  |                |
| <b>E.1</b>  | Demonstration of management's ability to effectuate the project in a cost effective and efficient manner.  |              |           |                |
| <b>TOTALS</b>                                       |  |              |           |                |

| EVALUATION RATING  | RATING |
|--|--------|
| <b>ACCEPTABLE- Scores Greater Than or Equal to:</b>                | 0      |
| <b>POTENTIALLY ACCEPTABLE: Scores is Greater Than or Equal to:</b> | 0      |
| <b>UNACCEPTABLE- Scores are less than:</b>                         | < 638  |

**TABLE 2.**  
**STEP 2 EMISSIONS TESTING FINAL EVALUATION OF BIDDER QUALIFICATION**

| EMISSION TESTING BIDDER TOTAL POINTS EQUIVALENT |           |           |           |           |
|---|-----------|-----------|-----------|-----------|
| EVALUATOR                                       | BIDDERS   |           |           |           |
|   | COMPANY A | COMPANY B | COMPANY C | COMPANY D |
| Evaluator 1                                     |           |           |           |           |
| Evaluator 2                                     |           |           |           |           |
| Evaluator 3                                     |           |           |           |           |
| Evaluator 4                                     |           |           |           |           |
| <b>MAJORITY RESULTS:</b>                        |           |           |           |           |
| A-Acceptable                                    | '>/'=     |           | 680       |           |
| PA-Potential Acceptable                         | '>/'=     |           | 638       |           |
| U-Unacceptable                                  | '<        |           | < 638     |           |

**APPENDIX A OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT**

OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM )

HAGATNA, GUAM )

I, undersigned, \_\_\_\_\_, being first duly sworn, deposes and says:  
(partner or officer of the company, etc.)

1. That the name of each person who owns or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten (10%) at any time during the twelve (12) month period immediately preceding the date of this solicitation are as follows:

| <u>Name</u>                 | <u>Street Address (Principal Place of Business)</u> | <u>Percentage of Shares Held</u> |
|-----------------------------|---|----------------------------------|
| _____                       | _____   | _____                            |
| _____                       | _____   | _____                            |
| _____                       | _____   | _____                            |
| _____                       | _____   | _____                            |
| Total percentage of shares: |   | _____                            |

2. That for any owners listed Section 1 who are artificial persons, the name of each person who owns or has owned an interest in such artificial person (a "second-tier owner") greater than twenty-five percent (25%) at any time during the relevant disclosure period are as follows:

| <u>Name</u>                 | <u>Street Address (Principal Place of Business)</u> | <u>Percentage of Shares Held</u> |
|-----------------------------|---|----------------------------------|
| _____                       | _____   | _____                            |
| _____                       | _____   | _____                            |
| _____                       | _____   | _____                            |
| _____                       | _____   | _____                            |
| Total percentage of shares: |   | _____                            |

3. That for any owners listed Section 2 who are artificial persons, the name of each person who has owned an ownership interest in such second-tier owner (a "third-tier owner") of forty-nine percent (49%) or more during the relevant disclosure period are as follows:

| <u>Name</u>                 | <u>Street Address (Principal Place of Business)</u> | <u>Percentage of Shares Held</u> |
|-----------------------------|---|----------------------------------|
| _____                       | _____   | _____                            |
| _____                       | _____   | _____                            |
| _____                       | _____   | _____                            |
| _____                       | _____   | _____                            |
| Total percentage of shares: |   | _____                            |

4. That if no natural person has been identified as an owner in Section 1-3 above, the natural person having the authority and responsibility for the performance of the prospective contract:

| <u>Name &amp; Position</u> | <u>Street Address (Principal Place of Business)</u> | <u>Contact Information</u> |
|----------------------------|---|----------------------------|
| _____                      | _____   | _____                      |
| _____                      | _____   | _____                      |

The natural person having the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract:

| <u>Name &amp; Position</u> | <u>Street Address (Principal Place of Business)</u> | <u>Contact Information</u> |
|----------------------------|---|----------------------------|
| _____                      | _____   | _____                      |
| _____                      | _____   | _____                      |

5. Persons who have received or are entitled a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the Bid/RFP for which this Affidavit is submitted are as follows:

| <u>Name</u> | <u>Address</u> | <u>Amount of Commission, Gratuity, or other Compensation</u> |
|-------------|----------------|--|
| _____       | _____          | _____  |
| _____       | _____          | _____  |

6. Persons who directly or indirectly participated in this solicitation, if government of Guam employees (or government of the United States employees, if federal funds are used in payment of the contract):

| <u>Name &amp; Position</u> | <u>Street Address (Principal Place of Business)</u> | <u>Contact Information</u> |
|----------------------------|---|----------------------------|
| _____                      | _____   | _____                      |
| _____                      | _____   | _____                      |

Further, affiant sayeth naught.

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/offeror is a Partnership Officer, if the bidder/offeror is a corporation.

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

In and for the Territory of Guam

My Commission expires \_\_\_\_\_.



**APPENDIX B    NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT

Guam )  
 )ss:  
Hagatna )

I, \_\_\_\_\_ first being duly sworn, depose and say:  
(Name of Declarant)

1. That I am the \_\_\_\_\_ of \_\_\_\_\_.  
(Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder/offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and
3. That all statements in said proposal or bid are true.
4. This affidavit is made in compliance with Guam Administrative Rules and Regulations §§3126(b).

\_\_\_\_\_  
(Declarant)

SUBSCRIBED AND SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

)Seal(

\_\_\_\_\_  
Notary Public

**APPENDIX C NO GRATUITIES OR KICKBACKS AFFIDAVIT**

**NO GRATUITIES OR KICKBACKS AFFIDAVIT**

**AFFIDAVIT**

(Offeror)

TERRITORY OF GUAM            )  
  )ss:  
HAGATNA, GUAM                 )

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

As the duly authorized representative of the Offeror, that neither I nor of the Offeror's officers, representatives, agents, subcontractors, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Offeror's proposal.

\_\_\_\_\_  
Signature of Individual if Offeror is a Sole Proprietorship;  
Partner, if the Offeror is a Partnership;  
Officer, if the Offeror is a Corporation

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public \_\_\_\_\_  
In and for the Territory of Guam

My commission expires: \_\_\_\_\_

**APPENDIX D ETHICAL STANDARDS AFFIDAVIT**

**ETHICAL STANDARDS AFFIDAVIT**

**AFFIDAVIT**

(Offeror)

TERRITORY OF GUAM            )  
  )ss:  
HAGATNA, GUAM                )

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

That I am (the Sole Proprietor, a Partner or Officer of the Offeror)

That Offeror making the foregoing Proposal, that neither he or nor of the Offeror's officers, representatives, agents, subcontractors, or employees of the Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11, and promises that neither he nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5 Article 11.

\_\_\_\_\_  
Signature of Individual if Offeror is a Sole Proprietorship;  
Partner, if the Offeror is a Partnership;  
Officer, if the Offeror is a Corporation

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_  
In and for the Territory of Guam

My commission expires: \_\_\_\_\_

**APPENDIX E      DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE  
DETERMINATION**

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

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

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

\_\_\_\_\_ hereby certifies under penalty of perjury:

(1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

\_\_\_\_\_  
Signature of Individual if Proposer is a Sole Proprietorship;  
Partner, if the Proposer is a Partnership;  
Officer, if the Proposer is a Corporation

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
In and for the Territory of Guam  
My Commission Expires:



|  |  |
|--|--|
| "REGISTER OF WAGE DETERMINATIONS UNDER<br>THE SERVICE CONTRACT ACT<br>By direction of the Secretary of Labor | U.S. DEPARTMENT OF LABOR<br>EMPLOYMENT STANDARDS ADMINISTRATION<br>WAGE AND HOUR DIVISION<br>WASHINGTON D.C. 20210<br><br>Wage Determination No.: 2015-5693<br>Revision No.: 20<br>Date Of Last Revision: 12/26/2023 |
| Daniel W. Simms<br>Director  | Division of<br>Wage Determinations   |

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

|   |  |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 generally applies to the contract.<br>The contractor must pay all covered workers at least \$17.20 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 2024. |
|---|--|

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://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                              |          | 14.27*** |
| 01012 - Accounting Clerk II                             |          | 16.02*** |
| 01013 - Accounting Clerk III                            |          | 17.93    |
| 01020 - Administrative Assistant                        |          | 21.43    |
| 01035 - Court Reporter                                  |          | 17.40    |
| 01041 - Customer Service Representative I               |          | 12.75*** |
| 01042 - Customer Service Representative II              |          | 14.23*** |
| 01043 - Customer Service Representative III             |          | 15.62*** |
| 01051 - Data Entry Operator I                           |          | 12.16*** |
| 01052 - Data Entry Operator II                          |          | 13.27*** |
| 01060 - Dispatcher, Motor Vehicle                       |          | 17.39    |
| 01070 - Document Preparation Clerk                      |          | 13.85*** |
| 01090 - Duplicating Machine Operator                    |          | 13.85*** |
| 01111 - General Clerk I                                 |          | 11.33*** |
| 01112 - General Clerk II                                |          | 12.36*** |
| 01113 - General Clerk III                               |          | 13.88*** |
| 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                     | 22.97    |
| 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                     | 15.40*** |
| 01410 - Supply Technician                            | 21.43    |
| 01420 - Survey Worker                                | 16.96*** |
| 01460 - Switchboard Operator/Receptionist            | 10.78*** |
| 01531 - Travel Clerk I                               | 13.01*** |
| 01532 - Travel Clerk II                              | 14.12*** |
| 01533 - Travel Clerk III                             | 15.09*** |
| 01611 - Word Processor I                             | 14.53*** |
| 01612 - Word Processor II                            | 16.31*** |
| 01613 - Word Processor III                           | 18.26    |
| 05000 - Automotive Service Occupations               |          |
| 05005 - Automobile Body Repairer, Fiberglass         | 17.20    |
| 05010 - Automotive Electrician                       | 16.16*** |
| 05040 - Automotive Glass Installer                   | 15.11*** |
| 05070 - Automotive Worker                            | 15.11*** |
| 05110 - Mobile Equipment Servicer                    | 12.96*** |
| 05130 - Motor Equipment Metal Mechanic               | 17.20    |
| 05160 - Motor Equipment Metal Worker                 | 15.11*** |
| 05190 - Motor Vehicle Mechanic                       | 17.20    |
| 05220 - Motor Vehicle Mechanic Helper                | 11.87*** |
| 05250 - Motor Vehicle Upholstery Worker              | 14.06*** |
| 05280 - Motor Vehicle Wrecker                        | 15.11*** |
| 05310 - Painter, Automotive                          | 16.16*** |
| 05340 - Radiator Repair Specialist                   | 15.11*** |
| 05370 - Tire Repairer                                | 12.67*** |
| 05400 - Transmission Repair Specialist               | 17.20    |
| 07000 - Food Preparation And Service Occupations     |          |
| 07010 - Baker  | 11.10*** |
| 07041 - Cook I                                       | 14.44*** |
| 07042 - Cook II                                      | 16.84*** |
| 07070 - Dishwasher                                   | 9.69***  |
| 07130 - Food Service Worker                          | 10.11*** |
| 07210 - Meat Cutter                                  | 13.34*** |
| 07260 - Waiter/Waitress                              | 9.73***  |
| 09000 - Furniture Maintenance And Repair Occupations |          |
| 09010 - Electrostatic Spray Painter                  | 18.75    |
| 09040 - Furniture Handler                            | 11.37*** |
| 09080 - Furniture Refinisher                         | 18.75    |
| 09090 - Furniture Refinisher Helper                  | 13.77*** |
| 09110 - Furniture Repairer, Minor                    | 16.32*** |
| 09130 - Upholsterer                                  | 18.75    |
| 11000 - General Services And Support Occupations     |          |
| 11030 - Cleaner, Vehicles                            | 9.69***  |
| 11060 - Elevator Operator                            | 9.69***  |
| 11090 - Gardener                                     | 14.28*** |
| 11122 - Housekeeping Aide                            | 10.13*** |
| 11150 - Janitor                                      | 10.13*** |
| 11210 - Laborer, Grounds Maintenance                 | 10.79*** |
| 11240 - Maid or Houseman                             | 9.67***  |
| 11260 - Pruner                                       | 9.66***  |
| 11270 - Tractor Operator                             | 13.07*** |
| 11330 - Trail Maintenance Worker                     | 10.79*** |
| 11360 - Window Cleaner                               | 11.32*** |
| 12000 - Health Occupations                           |          |
| 12010 - Ambulance Driver                             | 18.96    |
| 12011 - Breath Alcohol Technician                    | 18.96    |
| 12012 - Certified Occupational Therapist Assistant   | 26.02    |
| 12015 - Certified Physical Therapist Assistant       | 26.02    |

|  |                  |
|--|------------------|
| 12020 - Dental Assistant                                     | 18.79            |
| 12025 - Dental Hygienist                                     | 39.73            |
| 12030 - EKG Technician                                       | 28.73            |
| 12035 - Electroneurodiagnostic Technologist                  | 28.73            |
| 12040 - Emergency Medical Technician                         | 18.96            |
| 12071 - Licensed Practical Nurse I                           | 16.95***         |
| 12072 - Licensed Practical Nurse II                          | 18.96            |
| 12073 - Licensed Practical Nurse III                         | 21.14            |
| 12100 - Medical Assistant                                    | 13.42***         |
| 12130 - Medical Laboratory Technician                        | 18.82            |
| 12160 - Medical Record Clerk                                 | 14.97***         |
| 12190 - Medical Record Technician                            | 17.77            |
| 12195 - Medical Transcriptionist                             | 16.95***         |
| 12210 - Nuclear Medicine Technologist                        | 41.68            |
| 12221 - Nursing Assistant I                                  | 12.43***         |
| 12222 - Nursing Assistant II                                 | 13.97***         |
| 12223 - Nursing Assistant III                                | 15.24***         |
| 12224 - Nursing Assistant IV                                 | 17.12***         |
| 12235 - Optical Dispenser                                    | 18.96            |
| 12236 - Optical Technician                                   | 16.95***         |
| 12250 - Pharmacy Technician                                  | 15.49***         |
| 12280 - Phlebotomist   | 16.95***         |
| 12305 - Radiologic Technologist                              | 28.73            |
| 12311 - Registered Nurse I                                   | 23.50            |
| 12312 - Registered Nurse II                                  | 28.73            |
| 12313 - Registered Nurse II, Specialist                      | 28.73            |
| 12314 - Registered Nurse III                                 | 34.76            |
| 12315 - Registered Nurse III, Anesthetist                    | 34.76            |
| 12316 - Registered Nurse IV                                  | 41.68            |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 23.50            |
| 12320 - Substance Abuse Treatment Counselor                  | 23.50            |
| 13000 - Information And Arts Occupations                     |                  |
| 13011 - Exhibits Specialist I                                | 21.42            |
| 13012 - Exhibits Specialist II                               | 26.53            |
| 13013 - Exhibits Specialist III                              | 32.45            |
| 13041 - Illustrator I  | 21.42            |
| 13042 - Illustrator II                                       | 26.53            |
| 13043 - Illustrator III                                      | 32.45            |
| 13047 - Librarian  | 29.38            |
| 13050 - Library Aide/Clerk                                   | 17.05***         |
| 13054 - Library Information Technology Systems Administrator | 26.53            |
| 13058 - Library Technician                                   | 18.11            |
| 13061 - Media Specialist I                                   | 19.15            |
| 13062 - Media Specialist II                                  | 21.42            |
| 13063 - Media Specialist III                                 | 23.87            |
| 13071 - Photographer I                                       | 19.15            |
| 13072 - Photographer II                                      | 21.42            |
| 13073 - Photographer III                                     | 26.53            |
| 13074 - Photographer IV                                      | 32.45            |
| 13075 - Photographer V                                       | 39.27            |
| 13090 - Technical Order Library Clerk                        | 21.42            |
| 13110 - Video Teleconference Technician                      | 19.15            |
| 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                                |         | 29.40    |
| 15070 - Flight Instructor (Pilot)                               |         | 34.91    |
| 15080 - Graphic Artist  |         | 20.47    |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop                 |         | 34.91    |
| 15086 - Maintenance Test Pilot, Rotary Wing                     |         | 34.91    |
| 15088 - Non-Maintenance Test/Co-Pilot                           |         | 34.91    |
| 15090 - Technical Instructor                                    |         | 17.67    |
| 15095 - Technical Instructor/Course Developer                   |         | 23.78    |
| 15110 - Test Proctor  |         | 15.70*** |
| 15120 - Tutor   |         | 15.70*** |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |         |          |
| 16010 - Assembler   |         | 10.83*** |
| 16030 - Counter Attendant                                       |         | 10.83*** |
| 16040 - Dry Cleaner   |         | 12.36*** |
| 16070 - Finisher, Flatwork, Machine                             |         | 10.83*** |
| 16090 - Presser, Hand   |         | 10.83*** |
| 16110 - Presser, Machine, Drycleaning                           |         | 10.83*** |
| 16130 - Presser, Machine, Shirts                                |         | 10.83*** |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              |         | 10.83*** |
| 16190 - Sewing Machine Operator                                 |         | 12.88*** |
| 16220 - Tailor  |         | 13.40*** |
| 16250 - Washer, Machine   |         | 11.34*** |
| 19000 - Machine Tool Operation And Repair Occupations           |         |          |
| 19010 - Machine-Tool Operator (Tool Room)                       |         | 19.46    |
| 19040 - Tool And Die Maker                                      |         | 24.46    |
| 21000 - Materials Handling And Packing Occupations              |         |          |
| 21020 - Forklift Operator                                       |         | 15.36*** |
| 21030 - Material Coordinator                                    |         | 22.97    |
| 21040 - Material Expediter                                      |         | 22.97    |
| 21050 - Material Handling Laborer                               |         | 12.57*** |
| 21071 - Order Filler  |         | 10.62*** |
| 21080 - Production Line Worker (Food Processing)                |         | 15.36*** |
| 21110 - Shipping Packer   |         | 17.12*** |
| 21130 - Shipping/Receiving Clerk                                |         | 17.12*** |
| 21140 - Store Worker I  |         | 15.83*** |
| 21150 - Stock Clerk   |         | 22.26    |
| 21210 - Tools And Parts Attendant                               |         | 15.36*** |
| 21410 - Warehouse Specialist                                    |         | 15.36*** |
| 23000 - Mechanics And Maintenance And Repair Occupations        |         |          |
| 23010 - Aerospace Structural Welder                             |         | 25.04    |
| 23019 - Aircraft Logs and Records Technician                    |         | 19.47    |
| 23021 - Aircraft Mechanic I                                     |         | 23.84    |
| 23022 - Aircraft Mechanic II                                    |         | 25.04    |
| 23023 - Aircraft Mechanic III                                   |         | 26.30    |
| 23040 - Aircraft Mechanic Helper                                |         | 16.58*** |
| 23050 - Aircraft, Painter                                       |         | 22.39    |
| 23060 - Aircraft Servicer                                       |         | 19.47    |
| 23070 - Aircraft Survival Flight Equipment Technician           |         | 22.39    |
| 23080 - Aircraft Worker   |         | 21.03    |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I        |         | 21.03    |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II       |         | 23.84    |
| 23110 - Appliance Mechanic                                      |         | 19.46    |
| 23120 - Bicycle Repairer  |         | 15.61*** |
| 23125 - Cable Splicer   |         | 22.47    |

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|---|----------|
| 23130 - Carpenter, Maintenance  | 17.58    |
| 23140 - Carpet Layer  | 18.20    |
| 23160 - Electrician, Maintenance  | 19.37    |
| 23181 - Electronics Technician Maintenance I                                      | 18.20    |
| 23182 - Electronics Technician Maintenance II                                     | 19.46    |
| 23183 - Electronics Technician Maintenance III                                    | 20.72    |
| 23260 - Fabric Worker   | 16.94*** |
| 23290 - Fire Alarm System Mechanic  | 16.77*** |
| 23310 - Fire Extinguisher Repairer  | 15.61*** |
| 23311 - Fuel Distribution System Mechanic   | 20.72    |
| 23312 - Fuel Distribution System Operator   | 15.61*** |
| 23370 - General Maintenance Worker  | 13.24*** |
| 23380 - Ground Support Equipment Mechanic   | 23.84    |
| 23381 - Ground Support Equipment Servicer   | 19.47    |
| 23382 - Ground Support Equipment Worker   | 21.03    |
| 23391 - Gunsmith I  | 15.61*** |
| 23392 - Gunsmith II   | 18.20    |
| 23393 - Gunsmith III  | 20.72    |
| 23410 - Heating, Ventilation And Air-Conditioning<br>Mechanic                     | 19.27    |
| 23411 - Heating, Ventilation And Air Contidioning<br>Mechanic (Research Facility) | 20.50    |
| 23430 - Heavy Equipment Mechanic  | 19.50    |
| 23440 - Heavy Equipment Operator  | 18.10    |
| 23460 - Instrument Mechanic   | 20.72    |
| 23465 - Laboratory/Shelter Mechanic   | 19.46    |
| 23470 - Laborer   | 12.57*** |
| 23510 - Locksmith   | 19.46    |
| 23530 - Machinery Maintenance Mechanic  | 23.13    |
| 23550 - Machinist, Maintenance  | 20.72    |
| 23580 - Maintenance Trades Helper   | 11.77*** |
| 23591 - Metrology Technician I  | 20.72    |
| 23592 - Metrology Technician II   | 22.03    |
| 23593 - Metrology Technician III  | 23.33    |
| 23640 - Millwright  | 20.72    |
| 23710 - Office Appliance Repairer   | 19.46    |
| 23760 - Painter, Maintenance  | 17.04*** |
| 23790 - Pipefitter, Maintenance   | 19.96    |
| 23810 - Plumber, Maintenance  | 18.75    |
| 23820 - Pneudraulic Systems Mechanic  | 20.72    |
| 23850 - Rigger  | 20.72    |
| 23870 - Scale Mechanic  | 18.20    |
| 23890 - Sheet-Metal Worker, Maintenance   | 19.55    |
| 23910 - Small Engine Mechanic   | 18.20    |
| 23931 - Telecommunications Mechanic I   | 19.96    |
| 23932 - Telecommunications Mechanic II  | 21.24    |
| 23950 - Telephone Lineman   | 20.62    |
| 23960 - Welder, Combination, Maintenance  | 19.96    |
| 23965 - Well Driller  | 21.13    |
| 23970 - Woodcraft Worker  | 20.71    |
| 23980 - Woodworker  | 15.61*** |
| 24000 - Personal Needs Occupations  |          |
| 24550 - Case Manager  | 15.01*** |
| 24570 - Child Care Attendant  | 10.09*** |
| 24580 - Child Care Center Clerk   | 13.25*** |
| 24610 - Chore Aide  | 14.06*** |
| 24620 - Family Readiness And Support Services<br>Coordinator                      | 15.01*** |
| 24630 - Homemaker   | 16.12*** |
| 25000 - Plant And System Operations Occupations                                   |          |
| 25010 - Boiler Tender   | 22.79    |
| 25040 - Sewage Plant Operator   | 22.89    |
| 25070 - Stationary Engineer   | 22.79    |
| 25190 - Ventilation Equipment Tender  | 15.72*** |
| 25210 - Water Treatment Plant Operator  | 22.89    |

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| 27000 - Protective Service Occupations                         |          |
| 27004 - Alarm Monitor  | 10.90*** |
| 27007 - Baggage Inspector                                      | 9.63***  |
| 27008 - Corrections Officer                                    | 14.59*** |
| 27010 - Court Security Officer                                 | 14.59*** |
| 27030 - Detection Dog Handler                                  | 10.90*** |
| 27040 - Detention Officer                                      | 14.59*** |
| 27070 - Firefighter  | 14.59*** |
| 27101 - Guard I  | 9.63***  |
| 27102 - Guard II   | 10.90*** |
| 27131 - Police Officer I                                       | 14.59*** |
| 27132 - Police Officer II                                      | 16.21*** |
| 28000 - Recreation Occupations                                 |          |
| 28041 - Carnival Equipment Operator                            | 13.24*** |
| 28042 - Carnival Equipment Repairer                            | 14.46*** |
| 28043 - Carnival Worker  | 9.78***  |
| 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                                     | 26.02    |
| 29020 - Hatch Tender   | 26.02    |
| 29030 - Line Handler   | 26.02    |
| 29041 - Stevedore I  | 24.21    |
| 29042 - Stevedore II   | 27.82    |
| 30000 - Technical Occupations                                  |          |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)   | 43.06    |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  | 29.69    |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 32.70    |
| 30021 - Archeological Technician I                             | 18.17    |
| 30022 - Archeological Technician II                            | 20.33    |
| 30023 - Archeological Technician III                           | 25.19    |
| 30030 - Cartographic Technician                                | 25.19    |
| 30040 - Civil Engineering Technician                           | 25.19    |
| 30051 - Cryogenic Technician I                                 | 27.89    |
| 30052 - Cryogenic Technician II                                | 30.80    |
| 30061 - Drafter/CAD Operator I                                 | 18.17    |
| 30062 - Drafter/CAD Operator II                                | 20.33    |
| 30063 - Drafter/CAD Operator III                               | 22.66    |
| 30064 - Drafter/CAD Operator IV                                | 27.89    |
| 30081 - Engineering Technician I                               | 16.19*** |
| 30082 - Engineering Technician II                              | 18.17    |
| 30083 - Engineering Technician III                             | 20.33    |
| 30084 - Engineering Technician IV                              | 25.19    |
| 30085 - Engineering Technician V                               | 30.80    |
| 30086 - Engineering Technician VI                              | 37.27    |
| 30090 - Environmental Technician                               | 25.19    |
| 30095 - Evidence Control Specialist                            | 25.19    |
| 30210 - Laboratory Technician                                  | 22.66    |
| 30221 - Latent Fingerprint Technician I                        | 27.89    |
| 30222 - Latent Fingerprint Technician II                       | 30.80    |
| 30240 - Mathematical Technician                                | 25.19    |
| 30361 - Paralegal/Legal Assistant I                            | 19.54    |
| 30362 - Paralegal/Legal Assistant II                           | 24.21    |
| 30363 - Paralegal/Legal Assistant III                          | 29.61    |
| 30364 - Paralegal/Legal Assistant IV                           | 35.83    |
| 30375 - Petroleum Supply Specialist                            | 30.80    |
| 30390 - Photo-Optics Technician                                | 24.92    |
| 30395 - Radiation Control Technician                           | 30.80    |
| 30461 - Technical Writer I                                     | 25.19    |
| 30462 - Technical Writer II                                    | 30.80    |

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| 30463 - Technical Writer III  | 37.27         |
| 30491 - Unexploded Ordnance (UXO) Technician I                      | 27.37         |
| 30492 - Unexploded Ordnance (UXO) Technician II                     | 33.11         |
| 30493 - Unexploded Ordnance (UXO) Technician III                    | 39.69         |
| 30494 - Unexploded (UXO) Safety Escort                              | 27.37         |
| 30495 - Unexploded (UXO) Sweep Personnel                            | 27.37         |
| 30501 - Weather Forecaster I  | 27.89         |
| 30502 - Weather Forecaster II                                       | 33.93         |
| 30620 - Weather Observer, Combined Upper Air Or<br>Surface Programs | (see 2) 22.66 |
| 30621 - Weather Observer, Senior                                    | (see 2) 25.19 |
| 31000 - Transportation/Mobile Equipment Operation Occupations       |               |
| 31010 - Airplane Pilot  | 33.11         |
| 31020 - Bus Aide  | 8.97***       |
| 31030 - Bus Driver  | 11.73***      |
| 31043 - Driver Courier  | 10.26***      |
| 31260 - Parking and Lot Attendant                                   | 9.91***       |
| 31290 - Shuttle Bus Driver  | 11.65***      |
| 31310 - Taxi Driver   | 11.41***      |
| 31361 - Truckdriver, Light  | 11.21***      |
| 31362 - Truckdriver, Medium   | 12.16***      |
| 31363 - Truckdriver, Heavy  | 16.11***      |
| 31364 - Truckdriver, Tractor-Trailer                                | 16.11***      |
| 99000 - Miscellaneous Occupations                                   |               |
| 99020 - Cabin Safety Specialist                                     | 16.14***      |
| 99030 - Cashier   | 10.01***      |
| 99050 - Desk Clerk  | 9.71***       |
| 99095 - Embalmer  | 27.37         |
| 99130 - Flight Follower   | 27.37         |
| 99251 - Laboratory Animal Caretaker I                               | 24.31         |
| 99252 - Laboratory Animal Caretaker II                              | 26.56         |
| 99260 - Marketing Analyst   | 21.54         |
| 99310 - Mortician   | 27.37         |
| 99410 - Pest Controller   | 16.07***      |
| 99510 - Photofinishing Worker                                       | 14.38***      |
| 99710 - Recycling Laborer   | 17.32         |
| 99711 - Recycling Specialist  | 23.38         |
| 99730 - Refuse Collector  | 16.40***      |
| 99810 - Sales Clerk   | 10.63***      |
| 99820 - School Crossing Guard                                       | 17.96         |
| 99830 - Survey Party Chief  | 23.99         |
| 99831 - Surveying Aide  | 13.65***      |
| 99832 - Surveying Technician  | 17.73         |
| 99840 - Vending Machine Attendant                                   | 24.31         |
| 99841 - Vending Machine Repairer                                    | 30.96         |
| 99842 - Vending Machine Repairer Helper                             | 24.31         |

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month\*

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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))."

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| <b>APPENDIX F      RESTRICTION AGAINST CONVICTED SEX OFFENDERS</b> |
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**SPECIAL PROVISIONS**

**Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property**

GCA 5 §5253 Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues:

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

**SOURCE:** *Added by P.L. 28-024:2 (Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2XXX).*

\_\_\_\_\_  
Signature of Bidder                      Date

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**APPENDIX G    CONTINGENT FEES AFFIDAVIT**

**CONTINGENT FEES AFFIDAVIT**

CITY OF \_\_\_\_\_ )  
 ) ss.

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

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

\_\_\_\_\_.

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

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

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

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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