Eddie Baza Calvo
Governor
Ray Tenorio
Lieutenant Governor

DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)
DIRECTOR'S OFFICE
(Ufisinan Direktot)
Post Office Box 884 * Hagåtña, Guam 96932
TEL: (671) 475-1250 * FAX: (671) 477-6788

Christine W.P. Baleto
Director

January 13, 2017

ACKNOWLEDGEMENT OF RECEIPT OF RFP
Procurement No.: DOA-HRD-RFP-BA-17-002

Attention: Human Resources Division, Employee Benefits Branch

From: _____

Subject: Registration of interest to provide actuarial services

To register as an interested company, you must complete and email the following information to the government of Guam at leonora.candaso@doa.guam.gov and adrian.peregrino@doa.guam.gov by **4:00 p.m., January 20, 2017, Guam time**. The Government of Guam cannot guarantee that your company will receive any amendments or notices to the RFP that may be issued unless the information below is completed and submitted as provided herein.

Date:	
Company Name:	
Contact Person & Title:	
Contact Information:	Telephone No.: ( )
	Facsimile No.: ( )
	E-Mail address:
	E-Mail address:
Mailing address:	
Street address:	

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Christine W.P. Baleto
Director

Procurement No.: **DOA-HRD-RFP-BA-17-002**

Description: **Fiscal Year 2017 Actuary or other recognized expert Request for Proposal (RFP)**

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Offerors shall carefully read all sections of this Request for Proposal (RFP) and be informed of all its terms and conditions. Offerors are especially alerted to the sections entitled **"Proposal Contents and Requirements"** in the RFP, and are asked to ensure that all required documents and information are included in their proposal.

Compliance with the following is mandatory, but not inclusive of all the requirements of the RFP:

- Each offeror shall submit an original proposal and fourteen (14) copies to the Department of Administration at the address indicated in this RFP.
- Each proposal must be organized, fully assembled and complete.
- All offerors should submit their sealed cost proposal within the original response.
- Affidavit Forms

  A. The government requires five (5) different Affidavits and one (1) Declaration Form (Forms A, B, C, D, E and F)

  B. Form A, Affidavit Disclosing Ownership and Commissions, must be made between the date of issuance of this RFP and the date that proposals are due, so long as the ownership listing mentioned in the Affidavit is for the 365 day period preceding the date the offeror submits the proposal.

  C. One original of each form and fourteen (14) copies of each must be submitted. The original form shall be submitted with the original proposal and the copies shall be submitted with the proposal copies.

- A copy of the current business license must be submitted together with the proposal. Otherwise, a license must be obtained prior to the conclusion of negotiations, if selected.
- This solicitation does not commit the Government of Guam to award a contract, to pay costs incurred, or

contract for any services.

- The Government of Guam will not conduct any negotiations with multiple agents who are representing the same actuarial firm.

- Prospective offerors are required to register as an interested party by completing the "Acknowledgement of Receipt of RFP" and submitting the Acknowledgement by **4:00 p.m., January 20, 2017, Guam time.**

- All questions regarding this RFP must be submitted in writing to the Director of the Department of Administration no later than **10:00 a.m., January 23, 2017, Guam time.**

- All proposals must be received by the Director of the Department of Administration no later than **4:00 p.m., February 2, 2017, Guam time.**

- The RFP is available at the Department of Administration's website at www.hr.doa.guam.gov at no charge.

GOVERNMENT OF GUÅHAN
(GUBETNAMENTON GUÅHAN)

DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)

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Eddie Baza Calvo
Governor
Ray Tenorio
Lieutenant Governor

Christine W.P. Baleto
Director

DEPARTMENT OF ADMINISTRATION

FISCAL YEAR 2017

HEALTH AND LIFE INSURANCE ACTUARY OR OTHER RECOGNIZED EXPERT REQUEST FOR PROPOSAL (RFP)

Procurement No.: **DOA-HRD-RFP-BA-17-002**

TABLE OF CONTENTS

I. **GENERAL INFORMATION**
- A. Purpose and Background
- B. General authority for procurement
- C. Determination to use competitive selection procedure
- D. All parties to act in good faith
- E. Liability for costs to prepare proposal
- F. Applicability of Guam Procurement Law
- G. Licensing and other statutory requirements
- H. Registration as interested party or offeror and fee for RFP
- I. Restrictions against sex offenders
- J. Duration of contract
- K. Confidentiality and proprietary information
- L. Time is of the essence
- M. Type of contract

II. **DESCRIPTION OF PROJECT AND QUALIFICATIONS**
- A. Description of Project
- B. Minimum Qualifications and Experiences of Consultant

III. **PROPOSAL CONTENTS, REQUIREMENTS AND INSTRUCTIONS**
- A. Proposal contents and requirements
- B. Proposal instructions

IV. **GENERAL PROCEDURES**
- A. Receipt and registration of proposals
- B. Opening of proposals
- C. Proposal evaluation and negotiation procedure
- D. Cancellation of RFP or Solicitation
- E. Rejection of Individual Proposals

Exhibit A Form A, Affidavit Disclosing Ownership and Commissions
Form B, Affidavit re Non-Collusion
Form C, Affidavit re No Gratuities or Kickbacks
Form D, Affidavit re Ethical Standards
Form E, Affidavit re Contingent Fees
Form F, Declaration re Compliance with U.S. DOL Wage Determinations

Exhibit B 2GAR DIV. 4 § 3114

Exhibit C Evaluation Form

Exhibit D Register of Wage Determination

I. GENERAL INFORMATION

A. Purpose and background

Pursuant to Title 4, Chapter 4 of the Guam Code Annotated, Section 4301, the Governor of Guam is authorized to enter into contracts and reject proposals with one or more insurance companies for group insurance including but not limited to hospitalization, medical care, life and accident. In connection with such group benefits, the Government of Guam (Government) is accepting proposals from interested actuaries or other recognized experts in health and life insurance benefits (hereinafter referred to as "Consultant") for the purpose of providing actuarial consultant services for the Government's health and life insurance programs.

The Government may award a health insurance contract to either an exclusive carrier or up to three carriers under a non-exclusive contract. The Government currently offers three fully insured Preferred Provider Organization (PPO) health insurance plans to its employees, retirees and survivors. The current contracts are for a term of one (1) year. Health benefits are negotiated annually with the benefit plan year beginning every 1st of October. The subscriber enrollment for the health insurance is approximately 11,000. Employees are eligible for insurance upon employment. Retirees and survivors are eligible as of the date their status takes effect.

The Government currently offers one life insurance provider to its employees, retirees, and survivors. The current life insurance contract is for a three year term. The current life insurance contract is valid through June 2019. Thereafter, the Government may renew the contract on an annual basis, up to a maximum of two (2) one year renewals, to 2021. Employees are eligible for life insurance benefits upon serving six (6) consecutive months of employment. Retirees and survivors are eligible as of the date their status takes effect. There are approximately 19,000 eligible members of the Government of Guam.

B. General authority for procurement

The Government is issuing this Request for Proposals (RFP) subject to the competitive selection procedures for professional services found in the Guam Procurement Law (5 GCA § 5001, *et seq.*) and its regulations (2 GAR Div. 4 § 1101, *et seq.*) Specifically, the procedure for this RFP is found at 2 GAR Div. 4, § 3114 and its subsections. Section 3114 is quoted in its entirety in Exhibit B. Other sections of Guam procurement regulations found at 2 GAR, Div 4, §§1101 – 12601 may be applicable and are not duplicated in Exhibit B.

The Guam Code Annotated (GCA) and the Guam Administrative Rules and Regulations (GAR) are available from the web site of Guam's Compiler of Laws found at www.guamcourts.org/CompilerofLaws.

Nothing in this RFP or any process carried out pursuant to this RFP is meant to confer a right to any offeror to be awarded a contract or a right to enter into a contract with the Government.

C. Determination to use competitive selection procedure

The following written determination is required by law prior to the announcement for the need of the services described in this RFP:

By issuing this RFP, the Government has determined (a) that the services to be acquired are a type of service specified in 2 GAR Div. 4 § 3114(a) for competitive selection of services; (b) that a reasonable inquiry has been conducted on the availability of actuarial services, and the Government does not provide this type of services; (c) that the service provider or providers shall be an independent contractor to the government; and (d) that the government

has developed, and fully intends to implement, a written plan for utilizing such services as will be included in the contractual statement of work.

D. All parties to act in good faith

The Guam Procurement Law and the Guam Procurement Regulations require that all parties involved in the preparation of proposals; the preparation of the RFP; the evaluation and negotiation of proposals; and the performance or administration of contracts to act in good faith.

E. Liability for costs to prepare proposal

The Government is not liable for any costs incurred by any offeror in connection with the preparation of its proposal. By submitting a proposal, the offeror expressly waives any right it may have against the Government for any expenses incurred in connection with the preparation of its proposal.

F. Applicability of Guam Procurement Law

If any part of this RFP is contrary to the Guam Procurement Law (5 GCA §§ 5001 – 5908), Guam Procurement Regulations (2 GAR, Div. 4, §§ 1101 – 12601) or Guam Group Benefits Law (4 GCA §§ 4301 – 4308) or contains ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of these laws and regulations.

G. Licensing and other statutory requirements

All offerors must comply with Guam laws and procurement regulations and should provide a current business license at the time of proposal submission. If a prospective offeror is not licensed at the time of proposal submission, one must be obtained prior to an award and prior to the conclusion of negotiations. Any undue delay in obtaining a Guam business license will result in the termination of negotiations, and the Government moving on to the next best qualified offeror.

H. Registration as an interested party or offeror and fee for RFP

The RFP is also available on-line at the Department's web site without charge at www.hr.doa.guam.gov.

All parties who receive an RFP, either via the web site or by hard copy at DOA, and who are possibly interested in submitting a proposal must register as an interested party by filling out the "Acknowledgment of Receipt of RFP" form and email the acknowledgement to leonora.candaso@doa.guam.gov and adrian.peregrino@doa.guam.gov. Only registered companies are assured of receiving any amendments to the RFP and responses to inquiries.

Potential Offerors must hand deliver or email the "Acknowledgement of Receipt Form" that accompanies this document to have their organization placed on the procurement distribution list. This form must be signed by an authorized representative of the organization. The procurement distribution list will be used for the distribution of important information regarding this procurement.

I. Restrictions against sex offenders

If a contract is awarded, then the offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28 Article 2, or who

has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

If any employee of an offeror is providing services on Government property and is convicted subsequent to an award of a contract, then the offeror warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on Government property.

If the offeror is found to be in violation of any of the provisions of this section, then the Government will give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four hours of such notice, and the offeror shall notify the Government when action has been taken. If the offeror fails to take corrective steps within twenty-four hours of notice, then the Government in its sole discretion may suspend temporarily the contract until corrective action has been taken.

J. Duration of contract

The duration of any contract resulting from this RFP shall be for one (1) year with the option to renew for six (6) additional one (1) year terms, subject to the availability of funds and at the sole option of the Government.

If funds are not appropriated for any year or are insufficient, then the contract will either be cancelled if ongoing, or not renewed, depending upon the circumstances. Neither party's rights under any termination clause are affected by cancellation for insufficient funds. The Director of Administration will notify the contractor on a timely basis that funds are, or are not, available for continuation of the contract for each succeeding fiscal period.

The following written determination is required by law for multi-year contracts, and is included in this RFP to satisfy § 3121(d) of the procurement regulations. (1) The Government needs actuarial consultant services every year, and a multi-year contract is best suited for such services so that the government can develop a good working relationship with the chosen consultant and so that the consultant can acquire historical knowledge of the government's needs to better perform its actuarial services. (2) Because of the nature of the services, a multi-year contract attracts better candidates, encourages effective competition, and promotes economies in government procurement.

K. Confidentiality and proprietary information

Pursuant to the procurement law, after an award of a services contract, the contract and proposal become public record. Proposals that are not awarded a contract remain private and the Government may not disclose them to the public. The full procurement record also becomes public record, including the proposals of awarded offerors except for those portions designated as proprietary or confidential in accordance with the procedures set out here and outlined in Section IV, C.2 below.

A proposal, in its cover letter, must designate specific portions which contain trade secrets or other proprietary data, and must request that these remain confidential.

L. Time is of the essence

The Government intends for the services requested by the RFP to go into effect on February 2017 for the upcoming FY 2018 health insurance. The renewal option for the life insurance contract is June 2019.

M. Type of contract

The contract to be awarded is a Fixed Price contract with Price Adjustment. The price adjustments will be provided, upon approval by the Government, for modifications or expansions to the work as outlined in Description of Project.

II. DESCRIPTION OF PROJECT AND QUALIFICATIONS

A. Description of Project. The selected contractor will provide consulting services to the Government of Guam Negotiating Team consisting of 11 members during contract negotiations and the Department of Administration relating to various aspects of the Government group health and life insurance program, as follows:

1. To Provide actuarial advice and consulting services to the Government of Guam's Group Health and Life Insurance Negotiating Team and to act as the lead negotiator in negotiations with health and life insurance carriers. The Consultant will have no decision making authority during contract negotiations. These services will also be required for future years as set out in Section I J, Duration of Contract.

2. The Consultant shall provide expert advice to the Negotiating Team during negotiations with each carrier determined as eligible to service the Government of Guam account under applicable laws of Guam.

3. The Consultant must be physically present on Guam during rate and contract negotiations.

4. Health negotiations are normally conducted in June or July for a period of approximately three (3) consecutive weeks, depending on the number of carriers. Pursuant to Public Law 31-197, the Government must solicit and negotiate for both an exclusive proposal and non-exclusive proposals. An exclusive proposal means that the Government will contract with only one provider. A non-exclusive proposal means that the Government will contract with up to three health insurance providers. At the conclusion of negotiations, the Government must select to award either an exclusive contract or three non-exclusive contracts. The Negotiating Team must forward the accepted proposals to the Governor for final approval no later than July 31. Health insurance benefits commence every October 1st.

5. Life insurance negotiations are conducted prior to the expiration of the contract for approximately one (1) to two (2) weeks. The current contract will expire on June 2019 unless arrangements are made to renew the contract pursuant to the terms of the life insurance renewal clause. The consultant will assist the government with negotiating rate renewal option if the Government chooses to do so.

6. The Consultant shall make best efforts to ensure that the negotiated premiums represent a fair expenditure in return for the contract arrangement with such carrier or carriers.

7. The Consultant shall prepare necessary plan designs for issuance in the Request for Proposal. The Consultant shall advise the Government of any necessary data or report needed prior to the issuance of an RFP.

8. The Consultant shall make best efforts to ensure that the Negotiating Team is made aware of the specificities of the analysis of proposals as submitted by the carriers.

9. The Consultant shall develop recommendations relative to employee benefits and financial information requirements.

10. The Consultant shall conduct a full claims audit to analyze the processing and adjudication of claims. The Consultant is authorized to directly obtain any needed information with the insurance carriers to perform the necessary duty. (Please refer to Section III, A8, for more information on submitting cost for this scope of service).

11. The Consultant shall conduct a full group health insurance premiums, claims and utilization audits by member type, plan and class. The audit shall include but not be limited to; a) quantifying the ratios between premiums and claims for active employee plans and retiree plans from fiscal years 2013 through current year by carrier; b) quantifying and comparing the Participating Contract Refund from each carrier based off actual premiums paid and claims paid against the actual amount received per carrier per year; c) quantifying cost impacts of coverage changes from previous fiscal years; d) estimating possible cost impacts to coverage changes to future request for proposals. The Consultant is authorized to directly obtain any needed information with the insurance carriers to perform the necessary duty. (Please refer to Section III, A8, for more information on submitting cost for this scope of service).

12. Consultant will be required to provide assistance towards analyzing and reviewing new group life insurance rate renewals and prior claims experience, if requested by the Department of Administration.

13. The Consultant shall assign and involve in this project only the consulting personnel designated in its proposal. Under no circumstances shall the Consultant assign other consulting personnel without the prior written approval of the Director of the Department of Administration. The Consultant shall ensure that only those designated personnel are to be involved in this project up to its completion date, unless prior written approval is given by the Director of the Department of Administration.

14. The Consultant shall provide details of its billing charges for work performed. Charges sent for payments must at least provide the following:

    a. Name of employee who performed tasks;
    b. Description of tasks performed;
    c. Number of hours or minutes spent on tasks;
    d. Total amount of charges per employee; and
    e. Total charges for all services rendered per billing cycle.

15. The Consultant shall perform all assigned tasks as necessary to complete the negotiations.

16. The Consultant shall review all proposals received by the Government. Communications to the carrier(s) may be made by the Consultant on behalf of the Government to obtain

additional information pursuant to the carrier's proposals and in preparation for negotiations.

17. The Consultant shall be responsible for all of its costs directly or indirectly related to the project. Such costs as personnel, computer cost, travel (including air and ground transportation), lodging, meals, telephone and gross receipt taxes are the responsibility of the Consultant.

18. The Consultant may be required to perform services on behalf of the Government during arbitration and litigation. The Consultant may propose an expansion to its basic contract should such additional services be required.

19. The Consultant may be required to perform other related work relative to group health and life insurance on behalf of the Government. The Consultant may propose an expansion to the current contract should these additional services be required.

20. The Consultant shall provide a detailed analysis of financial statements submitted by carriers. This analysis shall be presented to the Negotiating Team in an acceptable manner.

21. The Consultant shall prepare, update and review all contracts, as necessary to ensure compliance of all negotiated agreements. Signing of insurance contracts shall be completed prior to the commencement of the Open Enrollment Period. Verifying information in communication materials may also be requested.

22. The Consultant shall at the conclusion of negotiations, submit a written summary report of negotiated benefits to include costs impacts, if any, to the plan. If necessary, Consultant shall brief the Governor on such outcome of negotiations.

23. Consultant will be required to assist in the review of health and life insurance contract language to ensure for compliance of negotiated items.

24. Following the negotiations, the Consultant shall submit a written report and recommendations for the succeeding fiscal year.

25. All working papers, reports and other documents originated or developed by the Consultant are the property of the Government of Guam. All documents shall be confidential and shall be used strictly for the Government to carry out its responsibilities. All documents shall be turned over to the Government upon conclusion of the study.

The foregoing description of the project (scope of work) was prepared by the Fiscal Year 2018 Group Health Insurance Negotiating Team.

B. Minimum Qualifications and Experiences of Consultant

1. Member in good standing with the American Academy of Actuaries or Fellow or Associate of Society of Actuaries; or

2. Other recognized expert in health and life insurance such as experience in providing actuarial services and in rating analysis of insurance benefits, valuation and program administration and development of rules and regulations;

3. Ability to discuss actuarial theory, basis of assumptions and other actuarial matters in layman's terms;

4. Ability to clarify, make inferences, and interpret the financial statements of the carriers;

5. Must have provided an actuarial study for any municipal, state, or national Government;

6. Experience in testifying before a judicial, legislative and/or administrative body in support of actuarial positions with respect to health and life insurance programs or similar concerns; and

7. Experience in insurance procurement and negotiations.

III. PROPOSAL CONTENTS, REQUIREMENTS AND INSTRUCTIONS

A. Proposal contents and requirements

All proposals must be written and contain the following information in the following order:

1. Cover letter. The cover letter shall include the name of the offeror, the location of the offeror's principal place of business and type of business. The offeror shall designate a contact person and include his or her address and contact numbers, including e-mail address, if different from the offeror's. The designated person must be able to answer any questions asked by the Government regarding the offeror's proposal and must be able to negotiate the fee and other contract terms. The cover letter must state those portions of the proposal which contain trade secrets or other proprietary data and request that these remain confidential.

2. Acknowledgment of receipt of amendments. If the Government issues any amendments to the RFP, the offeror must acknowledge receipt of each individual amendment in its cover letter.

3. Description of company. The offeror must provide a brief description of its company, its capabilities and other information which illustrates to the Government the level of expertise with which the company can provide the services requested.

4. No conflict of Interest. The offeror must include a statement affirming that there are no conflicts of interest with regard to the services required as stated herein. The offeror and its employees and agents, shall be free from any conflict of interest and association with any of the insurers, the affiliates and ultimate parent companies providing coverage to the Government of Guam's Group Health and Life Insurance Program. Currently the plans servicing the Government of Guam are:

HEALTH INSURANCE CARRIER
Tokio Marine Pacific Insurance Limited
Calvo's Selectcare Insurance
P.O. Box FJ
Hagatna,Guam 96932

TakeCare Insurance Company, Inc.
P.O. Box 6578
Tamuning, Guam 96931

NetCare Life and Health Insurance
424 West O'Brien Drive
Julale Center, Suite #200
Hagatna, Guam 96910

LIFE INSURANCE CARRIER
Standard Insurance Company (The Standard)
920 SW Sixth Avenue
Portland, OR 97204

5. Authorized signature. All proposals must be signed with the firm name and by an authorized officer, representative, agent, or employee of the offeror. Proof of authority may be requested by the Government.

6. Consistency with 2 GAR Div. 4, § 3114(f)(2). The Guam Procurement Law at 2 GAR Div. 4, § 3114(f)(2) describes the minimum factors the Government must evaluate in proposals. Those minimum factors are:

   (A) The plan for performing the required services to include timelines to conduct the services, and explaining how the services will be performed;

   (B) ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services;

   (C) personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting and during the term of any resulting contract; and

   (D) number of year's offeror's business has been in existence and a record of past performance of similar work to include a listing of other contracts under which services similar in scope, size or discipline to this RFP have been undertaken with contact names, addresses and telephone numbers.

All offerors must substantiate their ability to provide the insurance services requested in this RFP consistent with the minimum factors described in § 3114(f)(2). Please see Exhibit B for a copy of § 3114.

7. Submission of Guam business license. All offerors must submit a copy of a current Guam business license. If a current license or licenses have not been obtained yet, then they must be obtained and copies submitted prior to an award and conclusion of negotiations, and the cover letter must explain that the offeror does not have a current Guam business license or licenses. If a copy of the required business licenses is not submitted by the time and date all the terms and conditions of a contract are agreed to between the parties, then negotiations shall terminate and the offeror's proposal will be disqualified.

8. Submission of cost proposal. The offeror is asked to provide two separate cost proposals. The cost proposals must include the services for item 10, at Section II, A, DESCRIPTION OF PROJECT AND QUALIFICATIONS, and a separate cost proposal without such service.

All offerors must submit their sealed cost proposal with their **original proposal**. Such cost proposal shall be sealed and marked "COST PROPOSAL." Submission of the price of proposal is a certification by offeror that the price was independently arrived at without collusion.

9. Submission of disclosure forms. The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the ease of making these required disclosures, the Government is providing sample disclosure forms. There are six (6) disclosure forms labeled Forms A through F, and they are found in Exhibit A. They must be completed and included with the offeror's proposal. Failure to complete and submit the forms may disqualify the offeror's proposal as being non-responsive.

a. Affidavit Disclosing Ownership and Commissions (Form A). As a condition of bidding and doing business with the Government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent of the outstanding interest of the offeror's business at any time during the twelve-month period immediately preceding the date the offeror submits the proposal, including the percentage owned by each such person or entity. The affidavit must be made between the date of issuance of this RFP and the date that proposals are due, so long as the ownership listing mentioned in the affidavit is for the 365-day period preceding the date the offeror submits the proposal.

The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the Government or for assisting the offeror in obtaining business related to this RFP, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the offeror upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business.

b. Affidavit re Non-Collusion (Form B). The offeror must represent that the offer is genuine and not a sham and that the offeror is not in collusion with others, that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other person to put in a sham proposal, to fix the cost of the contract, to secure any advantage against the Government or any person interested in the contract.

c. Affidavit re No Gratuities or Kickbacks (Form C). The offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any Government employee or former Government employee, or for any Government employee or former Government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement

or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a contract or order.

d. Affidavit re Ethical Standards (Form D). The offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a Government employee to breach any of the ethical standards set out in Guam's procurement code or regulations pertaining to ethics in public contracting.

e. Affidavit re Contingent Fees (Form E). The offeror must represent as a part of its proposal that such offeror has not retained any person or agency to solicit or secure a Government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee or arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

f. Declaration for Compliance with US DOL Wage Determination (Form F). Offerors are required to declare in non-affidavit form that they are in compliance with 5 GCA § 5801 and § 5802 regarding wage determination, and the current determination must be attached to the declaration.

B. Proposal instructions

1. Inquiries. All questions regarding this RFP must be submitted in writing and received by the Director of Administration no later than **10:00 a.m., January 23, 2017 Guam time**. Only potential offerors who submitted the Acknowledgement of Receipt may submit written questions. Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on the procurement distribution list. The Government will not respond to inquiries received after the deadline. Oral statements made by the Government are not binding. The Government will respond in writing and send the response via electronic mail. Delivery of inquiries to the Government must be in one of the following forms:

Hand-delivered to:
Director, Department of Administration
590 South Marine Corps. Drive
ITC Building, Suite 224
Tamuning, Guam 96913

Electronic message (e-mail) to:
leonora.candaso@doa.guam.gov and adrian.peregrino@doa.guam.gov

If an inquiry requires an interpretation of the RFP, then the Government shall prepare a response

in the form of an amendment to the RFP. All registered interested parties shall be provided the amendment. For responses which merely guide the inquirer, the Government has the discretion to provide the response to only the inquirer, or to all registered interested parties, depending on the content of the inquiry and response.

2. Sufficiency of proposals. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive visual or other presentations are neither necessary nor desired. The Government will look instead for the quality of the information provided. The onus will be on the offeror to convince the Government of the offeror's capability to perform services through the documentation enumerated above in this paragraph.

3. Multiple representations of an insuring company. For the purposes of negotiating the costs and contractual terms, the actuarial firm shall designate a representative who shall have full authority to make final decisions on behalf of the company. The Government will not conduct negotiations with multiple agents who are representing the same actuarial firm. The Government reserves the right to consider one offeror of the same actuarial firm or consulting firm.

4. Late proposals. No proposal will be accepted after the deadline for submitting proposals. If a proposal is delivered after the deadline for submission, it will be time-stamped and dated by the Government. However, late proposals are considered non-responsive and will not be considered by the Government.

5. Form and number of proposals. Each offeror shall prepare an original and fourteen (14) hard copies of its proposal. Handwritten proposals are not acceptable. Each proposal must be organized, fully assembled and complete.

6. Where and how to submit proposals. Proposal packages must be sealed and mailed or delivered to the following names and addresses. The Government is not responsible for any delivery costs or postage due. Proposals will not be accepted via facsimile or electronic mail (email) as these two mediums do not allow for the proposal to be sealed or submitted in an original form with multiples copies as required by law. Proposals should be marked "confidential".

   The original and fourteen (14) copies shall be sent to:

   If mailed, to: Director, Department of Administration
   P.O. Box 884
   Hagatna, Guam 96932

   If delivered, to: Director, Department of Administration
   590 South Marine Corps. Drive
   ITC Building, Suite 224
   Tamuning, Guam 96913

7. Due date and time for proposals. All proposals must be received by the Government no later than **4:00 p.m., February 2, 2017, Guam time.** Please note that Guam is one day ahead of the continental United States. The offeror is responsible for submitting the proposals in a timely manner regardless of choice of delivery method. The offeror's transfer of its proposal to the U.S.

Post Office or to a delivery company does not constitute receipt by the Government.

8. Multiple or Alternate Proposals. Multiple or alternate proposals will not be accepted from the same offeror.

IV. GENERAL PROCEDURES

A. Receipt and registration of proposals

Proposals and modifications to proposals will be time-stamped upon receipt and held in a secure place until the established due date. The Government will keep a Register of Proposals Received identifying the proposals, the names of the offerors, and the number of modifications received, if any, by each offeror. The Register is not open for public inspection until after award of a contract. Proposals of offerors not awarded contracts do not become public records.

B. Opening of proposals

After the deadline for submission of proposals and as soon as practical, the proposals will be unsealed by at least two authorized Government representatives who shall be procurement officers for purposes of this RFP as assigned by the Director of Administration. They shall at all times conduct the administration of this procurement together in the presence of each other. Proposals will not be opened publicly, nor disclosed to unauthorized persons.

C. Proposal evaluation and negotiation procedure

1. Phase I. Phase I is the initial screening of all proposals to determine whether the minimum requirements specified in the RFP were met, including submission of all disclosure forms, and whether the proposals were signed as required (Exhibit C). The lack of any of the disclosure forms or other information required to be submitted may be cause for a finding of non-responsiveness. Proposals will then be re-sealed and held in safe-keeping by one of the administrators until time for evaluation. If any proposal is determined to be non-responsive, such offeror shall be notified in writing about the determination.

   The Negotiating Team shall request of an offeror any documents or information for any proposals received and deemed to be non-responsive or not qualified that will cause said proposals to be responsive and qualified. A proposal shall only be disqualified or rejected if any offeror fails to submit the requested information to the Negotiating Team within three business days after the request. Failure to provide such information within the specified deadline may result in a determination that the offeror is non-responsive or non-responsible, whichever is applicable.

2. Phase II. Phase II consists of the evaluation of the information provided by the offerors pursuant to Section II of this RFP, by an evaluation team, and the ranking of the offerors based on the evaluation results. A relative weight is assigned to the minimum factors which will be rated on a scale from zero (0) to ten (10), with ten (10) being the highest possible score.

   The relative total points is derived by multiplying the relative weight by the points assigned by the evaluator (A x B = C). This process will be implemented until all questions are rated. The cumulative relative weighted points are derived by adding all relative total points assigned by an evaluator (summation of C). The rating results from all evaluators are summed up to arrive at the total points awarded to each offeror. Then, the offerors will be ranked in accordance with the number of total points.

During the evaluations, the evaluation team may conduct discussions with any offeror, either in person or telephonically. Discussions are discretionary to the evaluation team. The purposes of such discussions shall be (a) to determine in greater detail the offeror's qualifications; or (b) to explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach. Discussions shall not disclose any information derived from proposals submitted by other offerors. If requested by the purchasing agency, the issues clarified during discussion should be put into writing by the offeror and submitted to the Government within three business days of conclusion of discussions, and may be submitted electronically or via facsimile. The Government will provide further instructions as may be necessary.

Prior to the conclusion of discussions with any offeror, its proposal may be modified or withdrawn upon written request by the offeror.

Upon conclusion of all evaluations and ratings, the offerors with the three highest number of points shall be named in ranking order. The offeror with the highest number of points is the best qualified offeror.

If the best qualified offeror marked any portion or portions of its proposal as containing confidential or proprietary information, then those portions shall be reviewed by the Government to determine whether they contain confidential or proprietary material. If the Government agrees, then the parties shall move on to Phase III. If the Government does not agree, then the Government must issue a written determination regarding the matter explaining why. If the offeror is dissatisfied with the written determination, then it may withdraw its proposal or submit a protest according to the procedures set out in the Guam Procurement Law.

Upon resolution of confidentiality issues, if any, the Government shall notify each registered offeror of the evaluation results to the extent permissible by law.

3. Phase III. Phase III is the evaluation of the best qualified offeror's cost proposal. Negotiations for fees and other terms of a contract will begin with the highest ranked offeror by opening of the sealed envelope containing the offeror's cost proposal. The Director or his or her designee(s) may conduct the cost negotiations.

If an agreement can be reached as to a fair and reasonable rate, and as to any other contract terms which require negotiation, then the Government will award the contract to such highest ranked offeror. The Government shall send the highest ranked offeror a Notice of Intent to Award in electronic form or by facsimile, and a contract will be prepared for signature by the parties.

However, if an offeror's cost proposal is beyond the Government's estimates of reasonableness and the Government does not expect that an economical and beneficial contract can be developed and negotiated, then the government will not proceed with Phase IV with the offeror and advise such offeror of its decision in writing. Upon delivery of the notice to terminate contract negotiations, the Government may negotiate with the second highest ranked offeror. Once an offer has been rejected, it cannot request reconsideration.

If negotiations with the second highest ranked offeror are successful, then a contract may be awarded. If negotiations again fail, then the process is repeated with successively ranked offerors until a contract is successfully negotiated. As used herein, the term "award" refers to an actual contract signed by all parties

as required by law.

5. Phase IV. Phase IV is the contract finalization stage, and includes drafting, reviewing and signing of the written contract. By law, the contract must also be reviewed and approved by the Bureau of Budget and Management Research and the Attorney General before the Governor will provide his final approval by signing the contract. No contract is valid and binding until it is signed by the Governor. All finalists acknowledge that only the Governor may bind the Government to this contract.

D. Cancellation of RFP or solicitation

The Government may cancel this RFP or solicitation, in whole or in part, at any time, or may reject all proposals so long as the Government makes a written determination that doing so is in the best interest of the Government and a contract has not yet been fully signed. In the event of cancellation or rejection of all proposals, proposals that have been unsealed shall remain the property of the Government and not returned to the respective offerors. A proposal that has not been unsealed (such as late proposals) will be returned to the offeror upon request of the offeror.

E. Rejection of individual proposals

The Government shall have the prerogative to reject proposals in whole or in part when doing so is in the best interest of the Government as provided for in the procurement laws. Reasons for rejection of individual proposals include, but are not limited to, reasons such as: (a) the offeror is non-responsible as determined under 2 GAR Div. 4 § 3116; (b) the proposal ultimately fails to meet the announced requirements of the government in some material respect notwithstanding opportunity for altering or clarifying the proposal; or (c) the proposed price is clearly unreasonable.

KATHRINE KAKIGI, Acting Director
Department of Administration

Date: 01-13-17

EXHIBIT A
Form A
AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
_____) ss.
STATE OF _____)

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

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

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

Name	Address	% of Interest

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [*if none, please so state*]:

Name	Address	Compensation

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

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

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

_____
NOTARY PUBLIC
My commission expires: _____

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

EXHIBIT A

Form B
AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
STATE OF _____)

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 003 (Jul. 12, 2010)

EXHIBIT A

Form C
AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
STATE OF _____)

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

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 200__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 004 (Jul. 12, 2010)

EXHIBIT A

Form D
AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
) ss.
STATE OF _____)

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

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

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

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

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 005 (Jul. 12, 2010)

EXHIBIT A

Form E
AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
STATE OF _____)

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

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 007 (Jul. 15, 2010)

EXHIBIT A
Form F
DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____ Name of Offeror Company:_____

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

(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach!*]

_____
Signature

AG Procurement Form 006 (Feb. 16, 2010)

[Note: With this Form F must be included the current version of the U.S. Department of Labor Wage and Benefits Determination for Guam. I have included the most recent copy with this submission.]

WD 05-2147 (Rev.-20) was first posted on www.wdol.gov on 01/03/2017
****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Division of Director Wage Determinations	Wage Determination No.: 2005-2147 Revision No.: 20 Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 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 calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57

01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14

12210 - Nuclear Medicine Technologist		34.75
12221 - Nursing Assistant I		10.03
12222 - Nursing Assistant II		11.30
12223 - Nursing Assistant III		12.31
12224 - Nursing Assistant IV		13.84
12235 - Optical Dispenser		15.81
12236 - Optical Technician		14.14
12250 - Pharmacy Technician		13.41
12280 - Phlebotomist		13.84
12305 - Radiologic Technologist		22.64
12311 - Registered Nurse I		20.70
12312 - Registered Nurse II		25.32
12313 - Registered Nurse II, Specialist		25.32
12314 - Registered Nurse III		30.64
12315 - Registered Nurse III, Anesthetist		30.64
12316 - Registered Nurse IV		36.72
12317 - Scheduler (Drug and Alcohol Testing)		19.59
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		15.06
13012 - Exhibits Specialist II		18.66
13013 - Exhibits Specialist III		22.83
13041 - Illustrator I		15.06
13042 - Illustrator II		18.66
13043 - Illustrator III		22.83
13047 - Librarian		20.66
13050 - Library Aide/Clerk		12.00
13054 - Library Information Technology Systems Administrator		18.66
13058 - Library Technician		15.06
13061 - Media Specialist I		13.46
13062 - Media Specialist II		15.06
13063 - Media Specialist III		16.80
13071 - Photographer I		12.82
13072 - Photographer II		14.32
13073 - Photographer III		17.75
13074 - Photographer IV		21.73
13075 - Photographer V		26.30
13110 - Video Teleconference Technician		12.91
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.65
14042 - Computer Operator II		15.76
14043 - Computer Operator III		17.56
14044 - Computer Operator IV		19.50
14045 - Computer Operator V		21.81
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		13.65
14160 - Personal Computer Support Technician		19.50
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)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43

23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equpment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20

29030 - Line Handler		15.20
29041 - Stevedore I		14.22
29042 - Stevedore II		16.25
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		21.93
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.74
30064 - Drafter/CAD Operator IV		24.21
30081 - Engineering Technician I		14.62
30082 - Engineering Technician II		16.41
30083 - Engineering Technician III		18.36
30084 - Engineering Technician IV		22.34
30085 - Engineering Technician V		27.83
30086 - Engineering Technician VI		33.66
30090 - Environmental Technician		21.10
30210 - Laboratory Technician		20.74
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.06
30362 - Paralegal/Legal Assistant II		21.53
30363 - Paralegal/Legal Assistant III		26.35
30364 - Paralegal/Legal Assistant IV		30.80
30390 - Photo-Optics Technician		21.93
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.74
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		7.25
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		8.21
31361 - Truckdriver, Light		8.97
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		12.48
31364 - Truckdriver, Tractor-Trailer		12.48
99000 - Miscellaneous Occupations		
99030 - Cashier		7.46
99050 - Desk Clerk		9.70
99095 - Embalmer		22.74
99251 - Laboratory Animal Caretaker I		16.24
99252 - Laboratory Animal Caretaker II		17.04
99310 - Mortician		22.74
99410 - Pest Controller		13.28
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		10.76
99711 - Recycling Specialist		16.27
99730 - Refuse Collector		10.24
99810 - Sales Clerk		8.95

99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 regrading 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 ordance, (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 ordance, 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 ordance, 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure

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.

EXHIBIT B

COPY OF 2 GAR DIV. 4 § 3114

§3114. Competitive Selection Procedures for Services Specified in §2112 (Authority to Contract for Certain Services and Approval of Contracts) of these Regulations. (a) **Application**. The provisions of this Section apply to every procurement of the services of accountants, physicians, lawyers, dentists, and other professionals as specified in §2112 (Authority to Contract for Certain Services and Approval of Contracts) of these Regulations.

(b) **Conditions for use of Competitive Selection Procedures.** Except as authorized under 5 GCA §5214 (Sole Source Procurement) or 5 GCA §5215 (Emergency Procurement) of the Guam Procurement Act, competitive selection procedures shall be used for all procurement of the services listed in Section 3114(a) (Application) in excess of $5,000. Any procurement of such services not in excess of this amount may be procured in accordance with Section 3111 (Small Purchases) of this Chapter.

(c) **Determination Required Prior to Use of Competitive Selection Procedures.** For the purposes of procuring the services specified in § 3114 (a) (Application), any using agency of the territory may act as a Purchasing Agency except as otherwise provided by law. (The Purchasing Agency shall consult with the Chief Procurement Officer or a designee of such office when procuring such services). However, the Chief Procurement Officer may, in his or her discretion, procure services for a using agency when requested. In either case, the head of the using agency or a designee of such officer shall determine in writing, prior to announcing the need for any such services:

(1) that the services to be acquired are services specified in §3114(a);

(2) that a reasonable inquiry has been conducted, which shall include requesting the appropriate Personnel Services Department to report on the availability of such personnel, and the territory does not have the personnel nor resources to perform the services required under the proposed contract;

(3) the nature of the relationship to be established between the using agency and the contractor by the proposed contract; and

(4) that the using agency has developed, and fully intends to implement, a written plan for utilizing such services which will be included in the contractual statement or work.

(d) **Statement of Qualifications**. When the services specified in §3114(a) (Application) are needed on a recurring basis, the Procurement Officer shall actively solicit persons engaged in providing such services to submit annual statements of qualifications in a prescribed format which shall include the following information:

(1) technical education and training;

(2) general or special experience, certifications, licenses, and membership in professional associations, societies, or boards;

(3) an expression of interest in providing a particular service specified in § 3114(a); and

(4) any other pertinent information requested by the Procurement Officer.
Persons may amend statements of qualifications at any time by filing a new statement.

(e) **Public Notice in Competitive Selection Procedures**. Notice of the need for services specified in Section 3114(a) (Application) be made by the Procurement Officer in the form of a Request for Proposals at least ten (10) days before the proposals are due. Adequate public notice shall be given as provided in §3109(f) (Public Notice), and additionally shall consist of distributing Requests for Proposals to persons interested in performing the services required by the proposed contract.

(f) Request for Proposals.

(1) Contents. The Request for Proposals shall be in the form specified by the Procurement Officer and contain at least the following information:

(A) the type of services required;

(B) a description of the work involved;

(C) an estimate of when and for how long the services will be required;

(D) the type of contract to be used;

(E) a date by which proposals for the performance of the services shall be submitted;

(F) a statement that the proposals shall be in writing;

(G) a statement that offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential;

(H) a statement of the minimum information that the proposal shall contain, to include:

(i) the name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;

(ii) if deemed relevant by the Procurement Officer, the age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposals;

(iii) the abilities, qualifications, and experience of all persons who would be assigned to provide the required services;

(iv) a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, as specified in the Request for Proposals;

(v) a plan giving as much detail as is practical explaining how the services will be performed; and

(vi) the factors to be used in the evaluation and selection process and their importance.

(2) **Evaluation**. Proposals shall be evaluated only on the basis of evaluation factors stated in the Request for Proposals. The following factors may be appropriate to use in conducting the evaluation. The relative importance of these and other factors will vary according to the type of services being procured. The minimum factors are:

(A) the plan for performing the required services;

(B) ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the personnel proposed to be assigned to perform the services;

(C) the personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting, and

(D) a record of past performance of similar work.

(g) **Pre-Proposal Conferences** . Pre-proposal conferences, as appropriate, may be conducted in accordance with §3109(h) (Pre-Bid Conferences). Such a conference may be held any time prior to the date established for submission of proposals.

(h) **Receipt and Handling of Proposals.**

(1) **Registration.** Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A Register of Proposals shall be established which shall

include for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

(2) **Requests of Nondisclosure of Data.** If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the head of the agency conducting the procurement or a designee of such office shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the head of the agency conducting the procurement or a designee of such officer shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposals or protests under 5 GCA Chapter 5 Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the proposal will be so disclosed.

(i) **Discussion.**

(1) **Discussions Permissible.** The head of the agency conducting the procurement or a designee of such officer shall evaluate all proposals submitted and may conduct discussions with any offeror. The purposes of such discussions shall be to:

(A) determine in greater detail such offeror's qualifications, and

(B) explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.

(2) **No Disclosure of Information**. Discussions shall not disclose any information derived from proposals submitted by other offerors, and the agency conducting the procurement shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the offeror awarded the contract shall be opened to public inspection except as otherwise provided in the contract. (See §3114(h)(1), Receipt and Handling of Proposals, Registration).

(3) **Modification or Withdrawal of Proposals**. Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

(j) **Selection of the Best Qualified Offerors** . After conclusion of validation of qualifications, evaluation, and discussion as provided in §3114(i) (Discussions), the head of the agency conducting the procurement or a designee of such officer shall select, in the order of their respective qualification ranking, no fewer than three acceptable offerors (or such lesser number if less than three acceptable
proposals were received) deemed to be the best qualified to provide the required services.

(k) **Submission of Cost or Pricing Data**. The offeror determined to be best qualified shall be required to submit cost or pricing data to the head of the agency conducting the procurement at a time specified prior to the commencement of negotiations in accordance with §3118 (Cost or Pricing Data) of these Regulations.

(l) **Negotiation and Award of Contract.**

(1) **General.** The head of the agency conducting the procurement or a designee of such officer shall negotiate a contract with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable.

(2) **Elements of Negotiation**. Contract negotiations shall be directed toward:

(A) making certain that the offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;

(B) determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time; and

(C) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the

required services, and the scope, complexity, and nature of such services.

(3) **Successful Negotiation of Contract with Best Qualified Offeror**. If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract shall be awarded to that offeror.

(4) **Failure to Negotiate Contract With Best Qualified Offeror**.

(A) If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons therefor shall be placed in the file and the head of the agency conducting procurement or a designee of such officer shall advise such offeror of the termination of negotiations which shall be confirmed by written notice within three days.

(B) Upon failure to negotiate a contract with the best qualified offeror, the head of the agency conducting the procurement or the designee of such officer may enter into negotiations with the next most qualified offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror. If negotiations again fail, negotiations shall be terminated as provided in Subsection 3114(l)(4)(a) of this Section and commence with the next qualified offeror.

(5) **Notice of Award**. Written notice of award shall be public information and made a part of the contract file.

(6) Failure to Negotiate Contract with Offerors Initially Selected as Best Qualified. Should the head of the agency conducting the procurement or a designee of such officer be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited or additional offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with Subsection 3114(l)(4) of this Section until an agreement is reached and the contract awarded.

(m) **Memorandum of Evaluation and Negotiation.** At the conclusion of negotiations resulting in the award of the contract, the head of the agency conducting the procurement or a designee of such officer shall prepare a memorandum setting forth the basis of award including:

(1) how the evaluation factors stated in the Request for Proposals were applied to determine the best qualified offerors; and

(2) the principal elements of the negotiations including the significant considerations relating to price and the other terms of the contract. All memoranda shall be included in the contract file and be available for public inspection.

(n) **Approval of Contracts for Legal Services**. As provided by §2111 (Authority to Contract for Certain Service, Approval of Contracts for Legal Services) of these Regulations, no contract for the services of legal counsel may be awarded without the approval of the Attorney General.

(o) **Reports.** The head of each using agency shall submit annually to the Chief Procurement Officer a listing of all contracts awarded under §3114 of these Regulations in the preceding fiscal year. The report shall identify the parties to the contract, the contract amount, duration, and the services to be performed thereunder.

EXHIBIT C
PHASE I
FY2017 ACTUARIAL CONSULTANT RFP
EVALUATION FORM

Company Name:_____

Evaluator Name:_____ **Evaluation Date:**_____

YES	NO	Description
		1) Was proposal received within the timeframe?
		2) Was Acknowledgement of Receipt submitted?
		3) Original with 14 numbered copies delivered to the Dept. of Administration.
		4) Items marked as confidential? If Negotiating Team does not agree, Negotiating Team must issue written determination explaining why. Carriers must identify the items deemed as proprietary or trade secret as confidential in their cover memo and in the proposal.
		5) Business license.
		6) Acknowledgement of Amendments issued, if any.
		7) Acknowledgement of questions and responses issued, if any.
		8) Description of company, capabilities, level of expertise the company can provide.
		9) Cover letter w/authorized signature, name of offeror location, type of business, and designated person with contact information.
		11) Sealed cost proposal for basic services.
		12) Sealed cost proposal for full claims audit.
		13) Disclosure Affidavits with original seal: * Disclosing Ownership & Commissions. The affidavit must be made between the date of issuance of this RFP and the date that proposals are due. * Non-Collusion * No Gratuities and Kickbacks * Ethical Standards * Contingent Fees * Declaration for Compliance with US DOL Wage Determination, with current Wage Determination attached. Wage Determination must be attached with this form.
		14) Conflict of Interest. Is the consultant free from any conflict of interest and association with any of the insurers, the affiliates and ultimate parent companies that provide coverage to the Government of Guam's Group Insurance Program?

EXHIBIT C
Actuarial Services Request for Proposal
Evaluation Form

Evaluator's Name _____

Company Name _____

Date _____

The Guam Procurement Law at 2 GAR Div. 4, §3114(f)(2) describes the minimum factors the government must evaluate in proposals. Those minimum factors are listed below and could also be found in Section III, A.6. of the RFP.

A Relative Weight	B Points 0-10	C Relative Total Points (AxB=C)	
.30			**A) Plan to perform services.** Show a plan for performing the required services to include timelines and explaining how the services would be performed
.40			**B) Ability to perform services.** Ability to perform services as reflected by technical training and education, general experience, specific experience in providing required services and the qualifications and abilities of personnel assigned to perform services.
.10			**C) Organizational structure.** Must demonstrate that its organizational structure is capable of performing the services under this RFP; Demonstrate that the personnel, equipment and facilities to perform the services currently available or demonstrates to be made available at the time of contracting.
.20			**D) Record of past performance**. A listing of other contracts under which services similar in scope, size or discipline to the required services were performed or undertaken, as specified in the RFP with contact names and contact information.
TOTAL			

Maximum cumulative relative weighted points:_____
Evaluator's cumulative relative weighted points:_____