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**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

DIRECTOR'S OFFICE
(Ufisinan Direktot)
Telephone (Telifon): (671) 475-1101/1250



LOURDES A. LEON GUERRERO
Governor (Maga'håga)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'låhi)

Procurement No.: **DOA/HRD/EB-RFP-GLI-21-002**

Dear Prospective Offeror:

Buenas yan Hafa Adai!

We would like to thank you for your interest in submitting a proposal to provide life insurance services to the Government of Guam's Group Life Insurance Program.

The Government of Guam is issuing a Request for Proposal (RFP) for all interested life insurance companies, agents or brokers of life insurance companies, authorized to conduct business on Guam under the laws of Guam to provide group life insurance coverage to government of Guam employees, retirees and survivors. Therefore, this is to invite your company to submit a proposal.

To register as an interested company or potential offeror, you must complete and email the "Acknowledgement of Receipt of RFP" form to leonora.candaso@doa.guam.gov; michele.rabon@doa.guam.gov; naomi.sablan@doa.guam.gov and may.mediano@aon.com. In order to qualify as an "interested company" or "potential offeror" a company must be an established insurer, as of the date you submit the "Acknowledgement of Receipt of RFP". In the event any amendments to the RFP are issued, the acknowledgement will ensure that all interested parties are informed of such change(s). The Government of Guam and the Department of Administration shall not be liable for failure to provide notice to any party who did not register contact information.

Thank you in advance for your response and we look forward to working with your company.

EDWARD M. BIRN, Director
Department of Administration



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Lt. Governor (Sigundo Maga'låhi)

Procurement No.: DOA/HRD/EB-RFP-GLI-21-002

Attention: Employee Benefits Branch, Department of Administration

From: _____

Subject: Registration of interest to provide Life Insurance services
2021 Life Insurance Program

To register as an interested company or potential offeror, you must complete and email the following information to the following individuals: leonora.candaso@doa.guam.gov; michele.rabon@doa.guam.gov; naomi.sablan@doa.guam.gov and may.mediano@aon.com by **4:00 p.m., March 10, 2021, 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. All carriers are advised to register as soon as the RFP is retrieved from the DOA website.

FY 2021 GOVERNMENT OF GUAM GROUP LIFE INSURANCE	
Date:	
Company Name:	
Contact Person & Title:	
Contact Information:	Telephone No.: ()
	E-Mail address:
	E-Mail address:
Mailing address:	
Street address:	

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:

- Carriers are advised to produce one (1) original hard copy (including hard copies of the Excel Questionnaire) and eight (8) password protected thumb drives of the proposals. The original should be clearly marked as original and the eight (8) password protected thumb drives should be numbered as 1 of 8, 2 of 8, etc. The original and eight (8) thumb drives should be sent to the Director of the Department of Administration. In addition, two (2) password protected thumb drives containing the entire proposal on each, in its original workbook formats (MS Excel, not PDF) must be submitted and attached to the original proposal. A PDF version of the entire proposal (including the Questionnaire) as well as the Questionnaire in Excel format must also be uploaded to the secure file transfer site no later than **4:00 p.m., March 31, 2021**, Guam time.
- The original proposal must be organized, fully assembled and complete. Thumb drives must be duplicate versions of the original proposal.
- This RFP is to receive proposals for an award to the best qualified offeror for an exclusive contract (one vendor will be selected to provide all coverages).
- All offerors should submit their sealed cost proposal within the original response and labeled as such. Cost proposals must be sealed and labeled “Cost Proposal.”
- Cost proposal consists of responses to Exhibits C, D & E.
- Affidavit Forms
 - The Government requires five (5) different Affidavits and one (1) Declaration Form (Exhibit H -Forms A, B, C, D, E and F)
 - Form A, Affidavit Disclosing Ownership and Commissions must be made between the dates of issuance of this RFP and the dates 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.
 - One original of each form and eight (8) 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.
- The Questionnaire provided in Excel format with the RFP package, must be completed and submitted in Excel format, as well as in PDF format to ensure no changes were mistakenly made to the Excel file during our analysis phase.
- Once the Acknowledgement form has been received from the potential bidder, they will receive instructions on how to upload the electronic version of the entire proposal and Questionnaire in Excel format.
- This Secure File Transfer Site (SFTS) tool was developed to provide a secure method for facilitating file

transfers from outside parties. Once instructions have been received, it is recommended that offerors review the instructions and upload a test file to ensure there are no issues or questions with uploading.

- A copy of the current business license of the offeror must be submitted together with the proposal. Otherwise, a license must be obtained prior to the conclusion of negotiations, if selected.
- Offerors must identify in their cover letter what items they deem proprietary in addition to marking those specific items.
- Prospective offerors are required to submit a complete copy of their AM Best report, financial statements and local tax filings together with the proposal.
- The Government of Guam will not conduct any negotiations with multiple agents who are representing the same life insurance company.
- The Government will not accept proposals via brokers.
- Prospective Offerors are advised of the following:
 - Adherence to the Administrative Procedures and the Marketing Guidelines is required.
 - Offerors must read and review the Administrative Procedures (Exhibit L) and sign and submit the Administrative Procedures along with their proposal.
 - Offerors must read and review the Marketing Guidelines (Exhibit M) and sign and submit the Marketing Guidelines along with their proposal.
 - Premium, Enrollment and Claim information is included in the RFP .
 - This solicitation does not commit the Government of Guam to enter into negotiations, award a contract, to pay costs incurred, or contract for any services.
- 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., March 10, 2021, Guam time**. Once the Acknowledgement form has been received, instructions will be sent regarding uploading documents via the SFTS.
- All questions regarding this RFP must be submitted in writing to the Director of the Department of Administration no later than **2:00 p.m. March 17, 2021, Guam time**.
- All proposals must be received by the Director of the Department of Administration no later than **4:00 p.m., March 31, 2021, Guam Time**. The original version of the entire proposal (including hard copies of the Excel Questionnaire) and thumb drives must be received by this due date and will be the determining factor for the purpose of timely submission. The original proposal and thumb drives received after this time and date will not be accepted. A PDF version of the entire proposal (including the Questionnaire) as well as the Questionnaire in Excel format must also be uploaded to the secure file transfer site no later than **4:00 p.m., March 31, 2021, Guam time**.
- The RFP is also available at the Department of Administration, Human Resources Division’s website at www.hr.doa.guam.gov.

DEPARTMENT OF ADMINISTRATION
Procurement No.: DOA/HRD/EB-RFP-GLI-21-002

**FY2021 GROUP LIFE INSURANCE PROGRAM
REQUEST FOR PROPOSAL
(RFP)**

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I. GENERAL INFORMATION

A. Purpose and background

Pursuant to Title 4, Chapter 4 of the Guam Code Annotated, Section 4303, 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 life and accident. In connection with such group benefits, the Government of Guam (Government) is accepting proposals from interested life insurance companies, agents, for the purpose of providing professional life insurance services for the Government of Guam's Group Life Insurance Program. All life insurance companies, agents of life insurance companies must be licensed and comply with all regulatory requirements as promulgated by the Guam Insurance Commissioner, pursuant to the Insurance Statute of Guam and other applicable laws.

The 2016 life insurance contract with The Standard will expire June 2021. The Government of Guam is now issuing this RFP to secure a contract upon the 2021 expiration date.

As of the release date of this RFP, there are approximately 18,000 eligible members of the Government of Guam that includes employees, retirees and survivors of retirees. An updated census data will be provided after registration of interest to provide Life Insurance services has been received.

B. General authority for procurement

The Government is issuing this Request for Proposal (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 H.

The Guam Code Annotated (GCA) and the Guam Administrative Rules and Regulations (GARR) 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 life insurance 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 and Guam Benefits Law

If any part of this RFP is contrary to the Guam Procurement Law (Title 5 GCA §§ 5001-5908), Guam Procurement Regulations (Title 2 GAR Div. 4 § 1101. - 12601), or Guam Group Benefits Law (Title 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. By submitting a Proposal, Offerors agree to be bound by all the laws and regulations of Guam.

G. Permits, Licensing, and Compliance with Laws

The selected Offeror shall be required to obtain all permits and comply with all Federal and Territorial laws, ordinances, or rules applicable to its professional licensing and the provision of equipment and services to the government of Guam. Specific information on licenses required by the government of Guam may be obtained from the Director of Revenue and Taxation. The Offeror shall provide a copy of all of its current, valid, appropriate business licenses, and Guam Business License or a statement of exemption pursuant to Title 11 of the Guam Code Annotated, §§ 70126 and 70130, and any required Certificate of Authority (“COA”) issued by the Director of Revenue and Taxation, Guam Board of Registration for Professional Engineers, Architects & Land Surveyors (PEALS), or other applicable regulating agency or board, pursuant to applicable Guam laws, including, but not limited to: 22 GCA § 15307; 22 GCA § 15102; 18 GCA § 7102; and 11 GCA § 106213, with the Offeror’s Proposal when it is submitted or within 30 days of the issuance of a Notice of Award to the Offeror from the Government of Guam.

All Offerors agree by submitting a Proposal that they will follow all applicable laws and regulations governing their submissions and performance under any contract issued under this RFP.

H. Registration as Interested Party or Offeror and Fee for RFP

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

All parties who receive an RFP 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 delivering it to the Government. Only registered companies are assured of receiving any amendments to the RFP and responses to inquiries.

I. Duration of contract

The duration of any contract resulting from this RFP shall be for three (3) years and awarded company must guarantee its rates for a minimum period of two (2) years. The second and third years of the contract are contingent upon availability of funds being appropriated by the Legislature.

The rate that is offered by the insurance company for the third year (if not guaranteed) is subject to negotiation by the Government of Guam. The government may, at its sole option, continue annually up to a maximum of two (2) additional years, contingent on the availability of funds, and further subject to negotiation by the Government of Guam.

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. If the contract is cancelled for insufficient funds, the awarded Contractor shall be reimbursed its unamortized, reasonably incurred, non-recurring costs.

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 the life insurance provider to provide life insurance coverage to all its qualified members, and a multi-year contract is best suited for continuity of 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.

J. 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 outlined in Section IV, C.2. Offerors must identify in their cover letter, what items they deem proprietary in addition to marking those specific items.

K. Time is of the essence

The Government intends for the services requested by the RFP to go into effect no later than **June 01, 2021**.

L. Authority of Negotiating Team's Consultant

The Negotiating Team has contracted with a consultant, Aon, to assist the Negotiating Team with this procurement. All proposals will be reviewed by the Negotiating Team and its consultant. The consultant is authorized to communicate with any offeror or registered party and to request and obtain information.

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 and negotiations by the Government, for modifications as outlined in Section I, I. Duration of Contract.

N. Other Information

- a. This solicitation may be cancelled as provided for in the Guam procurement law and regulations.
- b. Any proposal may be rejected in whole or in part when in the best interest of the Territory of Guam as provided for in Guam procurement law and regulations.

O. Minimum Wage as Determined by U.S. Department of Labor

The offeror awarded a contract under this solicitation agrees to comply with Title 5, Sections 5801 and 5802. In the event that the offeror employs persons whose purpose, in whole or in part, is the direct delivery of service contracted by the Government, then the offeror awarded a contract under this solicitation shall pay such employees, at a minimum, in accordance with the U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands in effect on the date of a contract. In the event that the contract is renewed by the Government, the offeror awarded a contract under this solicitation shall pay such employees in accordance with

the Wage Determination for Guam and the Northern Marianas Islands promulgated on a date most recent to the renewal date.

The offeror awarded a contract under this solicitation agrees to provide employees whose purpose, in whole or in part, is the direct delivery of service contracted by the Government those mandated health and similar benefits having a minimal value as detailed in the U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands, and guarantee such employees a minimum of ten (10) paid holidays per annum per employee.

The current U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands is attached hereto as Exhibits H (Form F) and N.

P. Tax and Withholding Liability

Offerors may be subject to taxation, including but not limited to, Gross Receipts Tax, Guam Business Privilege Tax, Guam Income Tax and the payment of any and all taxes which may be due as a result of entering into this agreement are the sole responsibility of the Offeror and its subcontractors and any permitted assignees or successors in interest. Specific information of taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

Q. Withholding Assessment Fee

All procurements of professional services are subject to a withholding assessment fee for non-resident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all government of Guam contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the government of Guam, in accordance with 11 GCA § 71114 (P.L. 33-166).

R. Mandatory Prohibitions

1. Prohibition of Gratuities, Kickbacks, and Favors.

Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal therefor.

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Favors to the government of Guam. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the government of Guam or for any employee or agent of the government of Guam to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the government of Guam whether or not such favor or gratuity may be considered a reimbursable expense of the government of Guam, during the pendency of any matter related to procurement, including contract performance warranty periods.

2. Prohibition of Employment of Sex Offenders. No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

3. Prohibition of Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. Ethical Standard. It shall be a breach of ethical standards for an Offeror to knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

S. Mandatory Warranties

1. Representation Regarding Gratuities and Kickbacks. The Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

2. Covenant Against Contingent Fees. The Offeror warrants that it has not employed any person to solicit or secure any contract resulting from this RFP upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government of Guam the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Offeror upon contracts or sales secure or made through bona-fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.

3. Representation Regarding Ethical Standard. Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

T. Equal Employment Opportunity

By submitting a Proposal, the Offeror and all subcontractors agree to comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Offeror and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b). The Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the project activities and Services under this RFP. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this RFP.

The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age or disability. If awarded the contract, the Offeror will take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

U. Compliance with Americans with Disabilities Act (ADA)

The Offeror must comply with all applicable ADA regulations and requirements.

V. Guam Debarment Provision

Offeror warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and that it will not employ any subcontractors who have been federally debarred or debarred by the government of Guam.

W. Access to Records, Inspection, and Audit Review

The Government of Guam and any of its authorized representatives must have the right of access to any documents, papers, or other records of the Offeror which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Offeror or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine the Offeror's responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Offeror's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded Offeror is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Offeror's personnel for the purpose of interview and discussion related to such documents. By submitting a Proposal in response to this RFP, the Offeror agrees to abide by the following access, audit, and inspection terms:

1. *Access to Records and Retention.* The Offeror, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Proposal, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract, for inspection in Guam or at any reasonable location designated by the Government of Guam and authorized representatives, unless the Offeror is notified in writing by the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the Government of Guam to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.
2. *Right to Audit.* Offeror shall establish and maintain a reasonable accounting system that enables Government of Guam to readily identify Offeror's assets, expenses, costs of goods, and use of funds. Government of Guam and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may

be kept, whether written, electronic, or other) relating to or pertaining to its Proposal or this solicitation which are kept by or under the control of the Offeror, including, but not limited to those kept by the Offeror, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including Proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Offeror shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Offeror shall at any time requested by Government of Guam, whether before, during, or after completion of an awarded contract, and at Offeror's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Government of Guam. Such records shall be made available to Government of Guam during normal business hours at the Offeror's office or place of business and subject to a three-day (3) written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for Government of Guam. Offeror shall ensure Government of Guam has these rights with Offeror's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Offeror and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Offeror's obligations to Government of Guam. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by Government of Guam unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Offeror to Government of Guam in excess of one-half of one percent (.5%) of the total contract billings, the Offeror shall reimburse Government of Guam for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, Government of Guam may recoup the costs of the audit work from the Offeror. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Offeror's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Government of Guam's findings to Offeror.

3. *Right to Enter and Inspect.* Government of Guam may, at any time, without notice enter and inspect an Offeror's or subcontractor's facilities, place(s) of business, or any place(s) of performance of any awarded contract relating to Offeror's Proposal or this solicitation, or any contract awarded pursuant to this solicitation. Government of Guam may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of any awarded contract and may conduct any testing deemed necessary to determine the Offeror's or subcontractor's compliance or conformity to the solicitation or contract requirements. The Government of Guam and/or any authorized representatives may enter and audit the cost or pricing data, books, and records of the Offeror or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations, or any applicable federal debarment provisions.

X. All or None Proposals

Proposals may not limit acceptance to the entire bid or Proposal offering. Proposals that violate this provision shall be deemed to be nonresponsive.

II. DESCRIPTION OF PROJECT AND QUALIFICATIONS

A. Description of Project. To provide life, AD&D, repatriation, and business travel accident insurance coverage to the Government of Guam employees, retirees, survivors, and dependents as follows:

1. **DETERMINATION OF COVERAGE** Proposing insurance companies will be required to cover all eligible employees, retirees, and survivors for Basic coverage as determined by the Government of Guam. Proposing insurance companies will be required to cover all participants for supplemental and dependent coverages if the Government of Guam is deducting from payroll for that coverage or there is a record of coverage even though payment has not been remitted by the Government of Guam. In these events, for currently covered Basic, Supplemental, Dependent, or AD&D coverages, the insurance company will provide coverage even if there is not an enrollment card on file and/or will honor the last enrollment card on file.
2. **GRACE PERIOD FOR PREMIUM PAYMENTS** Proposing Insurance companies must provide for a grace period of no less than sixty days for the payment of premiums due. No interest shall be assessed during the grace period.
3. **TRANSITION PERIOD COVERAGE** The current contract with The Standard will expire on May 31, 2021. There will be an open enrollment period commencing on approximately March 2020 or unless mutually agreed to by both parties. It is expected that during the open enrollment period, the insurance company awarded this contract will honor the existing Supplemental Life Insurance Plan amounts for employees and retirees until the end of the open enrollment period. During this open enrollment period, the new rates as determined under the new contract will apply to current amounts of coverage. New elections will become effective on the first day following the close of the open enrollment period or unless otherwise agreed by both parties..
4. **PERSONS WITH DISABILITIES** Basic coverage for persons with disabilities will continue to be covered under the new contract. Supplemental Plan participants who become disabled prior to May 31, 2021, will be the responsibility of the current carrier, Standard Insurance Company. All participants who become eligible as approved by the Government of Guam Retirement Fund on or after May 31, 2021 will be covered by the insurance carrier awarded the contract resulting from this Request-for-Proposal (RFP). However, any participant which recovers from a disability incurred prior to May 31, 2021 and returns to employment with the Government of Guam on or after May 31, 2021 will be immediately covered by the insurance company awarded this contract. Supplemental Plan retired participants will not be eligible to be covered under the Waiver of Premium Program. However, their coverage will continue throughout disability (see Premium Collection & Remittance Agreement).

For all future Basic and Supplemental Life Insurance contracts, the Government expects to have all covered individuals who become permanently and totally disabled to be eligible for waiver of premium on all Life coverage.

5. **GENERAL & ACCOUNTING REPORTS** The insurance company must be able to provide enrollment data, number of death claims, premiums, claims experience, and/or loss ratio reports for the Basic and Supplemental coverage's within 5 working days as requested by the Government. The Insurance Company must maintain report on all pending death claims, i.e. minors who are entitled for payments, beneficiaries with no contact information, pending due to legal issues, verification of over age dependents to subscribers, etc., and advise the Government of such on a quarterly basis. The reports should be able to identify those items separately for actives, retirees, and survivors by plan.
6. **RATING BY PLAN** Insurance companies may be required to maintain separate experience rating for each plan or for each covered group (i.e. active employees, retirees, survivors, and dependents).
7. **PLAN DESIGNS** Insurance companies shall provide quotes on the attached Plan Designs as illustrated on Exhibits C, D & E. Proposals must include quotes for both the Basic Plan Design and the Alternative Plan Design.
8. **SUPPLEMENTAL PLAN GUARANTEE ISSUE AMOUNTS** Refer to Exhibits C & D for the guarantee issue amounts (excluding the basic amount) for the supplemental plan, depending upon the plan design selected

by the Government of Guam.

9. PREMIUM COLLECTION AND REMITTANCE ARRANGEMENTS The Government of Guam will collect premiums from all participating entities, employers, and participants. The insurance carrier will not be responsible for billing any participants, except those who elect to convert their coverage to an individual policy. The Government of Guam will remit the premium to the insurance carrier by agencies on a biweekly basis for employees and a semi-monthly basis for retirees and survivors.
10. SETTLEMENT OF CLAIM The insurance company is required to settle the basic life insurance claims within 24 hours upon receipt of proper documentation. The supplemental, dependent coverage and other benefits shall be paid out within five (5) business days upon transmittal of proper documentation. The insurance company shall provide for delivery of claims check by mail or other method as approved by the Government of Guam. It is expected that the insurance company will be responsible for seeking out the rightful beneficiary or subsequent recipients for benefits.

The foregoing description of the project (scope of work) was prepared by the Director, Department of Administration.

B. Deviations of Benefits

Deviations from the Plan Designs will be considered, but the Government of Guam is not obligated to accept those proposed. All deviations from the existing or alternative benefits requested must be clearly identified in the proposal.

C. Minimum Participation Requirement for Active and Retiree Employee Supplemental Coverage.

The Government of Guam will not accept a higher minimum participation level requirement than 20%.

III. PROPOSAL CONTENTS, REQUIREMENTS AND INSTRUCTIONS

A. Proposal contents and requirements

All proposals must contain the following information:

1. Cover letter. Name of the offeror, the location of the offeror's principal place of business and type of business, and if different, the place of performance of the proposed contract, 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 Negotiating Team regarding the offeror's proposal and must be able to negotiate the fee and other contract terms. Obligations committed by such signatures must be fulfilled.
2. Acknowledgment of receipt of amendments. If the Negotiating Team issues any amendments to the RFP, the offeror must acknowledge receipt of each individual amendment in its cover letter.
3. Acknowledgement of responses: If the Negotiating Team issues any responses to questions received about the RFP, the offeror must acknowledge receipt of each individual response in its cover memo.
4. Description of company. The offeror must provide a brief description of its company, its capabilities and other information which illustrates to the Negotiating Team the level of expertise with which the company can provide the services requested.

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 Negotiating Team.
6. Administrative and Marketing Guidelines. All offerors are required to review and sign the Administrative and Marketing Guidelines and submit such with their proposal.
7. 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 Negotiating Team 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. The 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 years offeror's business has been in existence, average number of employees over period of time designated in RFP 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, email information 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 H for a copy of § 3114.

8. Financially Stable. The offeror must demonstrate that it is financially capable to perform the scope of services under the RFP.
9. Submission of Guam business license. All offerors, to include reinsurers and underwriters, 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 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 that 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 on the basis of non-responsiveness.
10. Submission of cost proposal. 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 cost proposal is a certification by offeror that the price was independently arrived at without collusion. Cost proposal consists of responses to Exhibits C, D & E.
11. No Pre-Proposal discussions with offerors. No oral discussion, explanation, or instructions in regard to the meaning of any provision of this RFP will be allowed or given on or before the submission due date for all Proposals
12. Proposed plan design. Copies of the Negotiating Team's desired plan designs and alternatives are included with this RFP. Offerors must specify in their proposal any component to which they cannot comply and any changes they desire to the proposed plan design.
13. Responses to all questions in Exhibit B. All offerors must answer questions found in Exhibit B and attach the responses to their proposal.

14. 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 H. 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 during the twelve-month period immediately preceding the date the proposals are due, 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 applicable US DOL Wage Determination must be attached to the declaration.
15. Submission of Contract and Certificate of Insurance Changes and Additions. The contract is included in the RFP at Exhibit I. PLEASE NOTE: Each offeror is required to submit with its proposal any changes it desires to the contract and to the certificate of insurance. Without notice of requested changes from an offeror, the Negotiating Team will assume and rely upon the contract and the certificate of insurance as the basis of any agreement reached during negotiations.

B. Proposal instructions

1. Inquiries. All questions regarding this RFP must be submitted in writing in **Word or in email, not PDF** and received by the Director of Administration no later than **4:00 p.m., March 17, 2021, Guam time**. Only potential offerors who have obtained an RFP and registered may submit written questions. The Negotiating Team will not respond to inquiries received after the deadline. Oral statements made by the Negotiating Team, its members and consultants are not binding. The Government will respond in writing and send the response via electronic mail. Delivery of inquiries to the Negotiating Team must be emailed to all individuals as follows:

may.mediano@aon.com and cc: to leonora.candaso@doa.guam.gov;
michele.rabon@doa.guam.gov and naomi.sablan@doa.guam.gov.

If an inquiry requires an interpretation of the RFP, then the Negotiating Team 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 Negotiating Team 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. Pre-Proposal Conference/Site Visit. No Pre-Proposal Conference/Site Visit will be held. The Government of Guam reserves the right to conduct a Pre-proposal Conference or Site Visit at any time prior to the date established herein for the submission of Proposals. The Government of Guam will notify all Offerors of any substantive clarification provided in response to any properly submitted inquiry. The Government of Guam may extend any applicable dates or due dates if any information significantly amends the solicitation or makes compliance with the original proposed due dates impractical.
3. 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.
4. Multiple representations of an insuring company. For the purposes of negotiating the costs and contractual terms, the insurance company 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 insurance company. The Government reserves the right to consider one offeror of the same insurance company

5. Late Proposals. No proposal will be accepted after the deadline for submitting proposals. If a proposal is delivered to the Government of Guam 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.
6. Form and Number of Proposals Carriers are advised to produce one (1) original hard copy (including hard copies of the Excel Questionnaire) and eight (8) password protected thumb drives of the proposals. Handwritten proposals are not acceptable. The original proposal must be organized, fully assembled and complete. Offerors are reminded of the submission of electronic copies (Questionnaire in Excel and entire proposal in PDF format) in addition to the hard copies. Two (2) complete proposals on thumb-drives in original formats (MS Excel, not PDF) must be submitted along with the paper copies and must be attached to the original proposal.
7. 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 multiple copies as required by law. Proposals should be marked "confidential."

Proposals should be sent as follows:

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

If hand delivered, to: Director, Department of Administration
ITC Building
590 S. Marine Corp Drive
2nd floor, Suite 224
Tamuning, Guam 96932

Additionally, the electronic submission (Excel Questionnaire and PDF proposal) must be uploaded to the SFTS no later than **4:00 p.m., March 31, 2021, Guam time.**

8. Due date and time for proposals. The original and electronic copies of proposals, must be received by the Director of the Department of Administration no later than **4:00 p.m., March 31, 2021, Guam time.** The original proposal of the entire proposal (including hard copies of the Questionnaire and Pricing portions) must be received by this due date and will be the determining factor for the purpose of timely submission. Proposals received after this time and date will not be accepted.

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

9. Acceptance of Solicitation Terms and Applicable Laws The Offeror is required to read each and every page of this RFP, and by the act of submitting a Proposal shall be deemed to have accepted all conditions contained herein and to be bound by the laws of Guam and any other applicable laws. This RFP is issued subject to all

the provisions of Guam's Procurement Law (5 GCA §§ 5001, et seq.) and the Guam Procurement Regulations, copies of which are available for inspection at the General Services Agency of Guam.

Guam's Procurement Law and this RFP require all parties involved in the preparation, evaluation, negotiation, performance, or administration of contracts to act in good faith. Proposals may not be withdrawn by Offeror on the basis of Offeror's unfamiliarity with the required terms or applicable laws. Offeror may not propose or negotiate any conditions, omissions, unexplained erasures, irregularities, alterations, or items that are in contravention of the terms and conditions of the RFP or applicable law. *AGENCY* may deem such proposed items to constitute a showing of bad faith, in whole or in part, which may result in debarment or other legal remedies against the Offeror.

If any part, term, or condition of this RFP is found to be contrary to the Guam Procurement Law, the Guam Code, any applicable Guam Administrative Rules and Regulations, or is found to contain ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law or other applicable Guam law or rules.

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 qualified proposals as required by Title 4 GCA § 4303, submission of all disclosure forms, and whether the proposals were signed as required. The lack of any of the disclosure forms or other information required to be submitted shall 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 by the Negotiating Team, 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 (3) business days after request.

At any time during Phase I, an offeror may be requested by the Negotiating Team or its consultant to provide
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clarification, documentation, data, or any other additional information to supplement its proposal. Failure to provide such additional information upon request and by 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 the Negotiating Team and/or Government's consultant, 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 are derived by multiplying the relative weight by the points assigned by the evaluator ($A \times B = C$). 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. The offerors will be ranked in accordance with the number of total points.

During the evaluations, the Negotiating team or consultant may conduct discussions with any offeror, either in person or telephonically. Discussions are discretionary to the Negotiating Team and/or Consultant. 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 Negotiating Team or its Consultants, the issues clarified during discussion should be put into writing by the offeror and submitted to the Negotiating Team 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 for an exclusive contract.

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 Negotiating team to determine whether they contain confidential or proprietary material. If the Negotiating team agrees, then the parties shall move on to Phase III. If the Negotiating team does not agree, then the Negotiating team 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 negotiations process for an exclusive contract. The highest ranked and qualified offeror chosen to negotiate will be invited to negotiate and discuss benefit plan designs with the Negotiating team, with the intention of reaching an agreement with the Negotiating team.

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 Negotiating team 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 Negotiating team's estimates of reasonableness and the Negotiating team does not expect that an economical and beneficial contract can be developed and negotiated, then the Negotiating team 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 Negotiating team 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 a contract signed by all parties as required by law.

4. 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 Department of Revenue & Taxation, Bureau of Budget and Management 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 and that the issuance of this Request for Proposal does not commit the Government of Guam to award a 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.

EDWARD M. BIRN, Director
Department of Administration

Date: _____

EXHIBIT A
PRELIMINARY EVALUATION FORM

			<u>Compliance with RFP Requirements. Did company meet requirement as specified in RFP?</u>
<u>YES</u>	<u>NO</u>		<u>Description</u>
		1.	Were all components of the proposal received within the timeframe?
		2.	Did offeror register as an interested party by completing the "Acknowledgement of Receipt of RFP" and submitted the Acknowledgement?
		3.	Original delivered to the Dept. of Administration.
		4.	Submission of 8 numbered thumb drives and two (2) complete proposals on thumb-drives in original formats.
		5.	Cover letter including: -Description of company, capabilities, level of expertise the company can provide -Authorized signature, name of offeror location, type of business, and designated person with contact information.
		6.	Acknowledgement of Amendments issued, if any?
		7.	Acknowledgement of questions and responses, if any?
		8.	Signed Administrative and Marketing Guidelines.
		9.	Business License.
		10.	Sealed Cost Proposal.
		11.	Responses to Exhibit B?
		12.	2) 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
		13.	Did offeror identify any items desired to be kept 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.

EXHIBIT B – Part 1 (60%)**Part 1 - EVALUATION FORM FOR PHASE II**

FY2021 Group Life Insurance Program

COMPANY NAME: _____ EVALUATOR NAME: _____

DATE: _____

Possible Points		(A) Relative Weight	(B) Evaluator Score	(C) Relative Total	(B) Evaluator Score	(C) Relative Total	(B) Evaluator Score	(C) Relative Total
			Vendor:		Vendor:		Vendor:	
0 - 10	1) The Government of Guam intends to provide the specified benefit levels and contractual provisions in this Request for Proposal. Please indicate your company's ability to provide the specific benefits and contractual provisions. If any deviations are necessary, please outline in detail your bid's deviations from the enclosed specifications.	1						
0 - 10	2) Describe AD&D. The Government requires the following Table of Losses for AD&D. Will your company honor this request? Identify, if any, exclusions to AD&D.	1						
	<p>TABLE OF LOSS</p> <p>Life..... The Full Amount of Insurance</p> <p>Both Hands or Both Feet..... The Full Amount of Insurance</p> <p>Sight of Both Eyes..... The Full Amount of Insurance</p> <p>One Hand and One Foot..... The Full Amount of Insurance</p> <p>One Foot and Sight of One Eye..... The Full Amount of Insurance</p> <p>One Hand One Half..... The Full Amount of Insurance</p> <p>One Foot One HalfThe Full Amount of Insurance</p> <p>Sight of One Eye One Half..... The Full Amount of Insurance</p> <p>With respect to hands or feet, "loss" means dismemberment by severance at or above the wrist or ankle joint.</p> <p>With respect to eyes, "loss" means the entire and irrecoverable loss of sight. Not more than the Full Amount of Insurance will be paid for all losses sustained by the insured person as the result of any one accident. However, the employee shall be entitled to the full amount of insurance upon the insured's death.</p>							

0 - 10	3) Define Waiver of Premium. The Government requires that anyone who is totally and permanently disabled can apply for Waiver of Premium and that the Insurance Company will retain any person under the Waiver of Premium program provided the person remains disabled. The Government further requires that the insurance company will continue, without premium charge, the amount of all life insurance coverage (Basic and Supplemental) in force on the life of an insured person on the last day of separation from employment or first day of disability retirement and will upon death, pay the amount of said insurance to the beneficiary. The Government further requires, however, that upon re-entry to this Government, the individual shall return to the Group Life Insurance Program which is in effect at the time of re-entry. How would your company manage the Waiver of Premium program? Please identify the timeframe as to when the documents to apply for the Waiver of Premium Program should be submitted. What percentage on a Waiver of Premium claim for the Supplemental Life amount is reserved in the policy year in which the claim occurs? Upon termination of policy?	1						
0 - 10	4) Will interest credit earned on Waiver of Premium reserves be remitted to the Government?	0.5						
0 - 10	5) Will the insurance company be able to provide guaranteed issue amounts for Active Employees on Supplemental coverage(s) within the requested Plan Designs without an Evidence of Insurability form or Medical Questionnaire? Explain.	1						
0 - 10	6) What are the conditions of Evidence of Insurability? When will your company require an Evidence of Insurability form?	0.5						
0 - 10	7) The Standard contract will expire on _____, 2020. If your company is awarded the program, the Government requires a transition period and plan. Explain your company's transition plan and how you will handle claims incurred during the transition period. The Government further requires a Living Benefit Rider at no additional cost. How would you manage this? What are the terms and conditions of the Living Benefit Rider?	1						

0 - 10	8) How would you manage the enrollment of employees, retirees/survivors? How will you achieve this? Will the Insurance Company notify the Government and all individuals that have no enrollment card on file and where no premium payments have been remitted that no coverage exists? Please explain. The Government requires notification by election of coverage(s) and premium(s) of all members by Department/Agency enrolled 30 days after the expiration of Open Enrollment. How will your company accomplish this? Explain your open enrollment procedure for the supplemental plan designs, including its duration, if the program is awarded to your company.	1						
0 - 10	9) What is the minimum participating level required on the supplemental program(s)?	1						
0 - 10	10) The Government requires an Open Enrollment period of 60 days possibly beginning March. Within the Open Enrollment period, the Government further requires that subscribers who have not elected any contributory coverage(s) under the contract in effect, shall be covered pursuant to the most recent enrollment card and the respective premium schedule. Subsequent to the Open Enrollment where no contributory election has been executed, a subscriber's respective coverage(s) under the most recent enrollment card shall be carried forward at the new premiums in effect. (Note: In the absence of a completed enrollment card, the benefit is payable to the estate.) Will your company accept these requirements? The Government further requires coverage for employees who sign up during the Open Enrollment Period and who are on approved leave status. Will your company honor this?	1						
0 - 10	11) The Government requires that the Insurance Company provide and maintain a database of all enrollees within the Group Life Insurance Program. The database maintenance must provide the ability to enter new enrollment cards as they are received and make changes to beneficiaries, departments, salary, coverage, and addresses. The Government further requires that the Insurance Company provide to the Government the capability to perform queries, electronic transfers of premium data directly applied and reconciled, on-demand reports, predetermined reports and loss ratio analysis. How would you	1						

	achieve these requirements? Will you provide the Government the accessibility to this information and the necessary equipment to carry out and perform these tasks? Please provide sample reports. Please be prepared to present a demonstration of the on-demand reporting capabilities should your company be invited to negotiations.							
0 - 10	12) The Government requires the review and authorization of all documents (i.e. flyers, forms, handbooks, cards, etc.) prior to distribution. How would you handle this?	0.5						
0 - 10	13) Please describe how your company will handle claims when the beneficiary or next of kin cannot be located. What methods do you see to located beneficiaries?	1						
0 - 10	14) How will claims be paid to beneficiaries? From where will claims be paid? Please describe your proposed process for claims payment for the Government of Guam.	1						
0 - 10	15) If your company is awarded the program, it will be the company's sole responsibility to reconcile discrepancies with respect to premium payments. Explain the reconciliation procedure/process your company will initiate to address premium payment discrepancies.	1						
0 - 10	16) Will the insurance company notify the Government when premiums have not been remitted for subscribers? Explain.	1						
0 - 10	17) The Government requires that in the event premiums are received by the Insurance Company, notwithstanding that a respective life insurance enrollment card may or may not exist, the Insurance Company is required to pay the benefit(s) when a claim is filed. Explain how you would settle this.	1						
0 - 10	18) The Government requires that the insurance company be held liable for any non-contributory coverage (Basic) or contributory coverage (Supplemental/Dependent) which are payroll deducted from the subscriber. The Government further requires that the insurance company honor the most recent enrollment card with Government of Guam. Will your company adhere to these requirements? Explain.	1						
0 - 10	19) Is your company able to guarantee its rates for a period of at least two (2) years? Three (3) years? Beyond (3) years? Explain your procedures on rate re-	1						

	negotiation after the guarantee period and show how the increase or decrease in rates will be computed.							
0 - 10	20) Identify the components of your retention. What is the proposed aggregate retention percentage for each plan design?	1						
0 - 10	21) Define Target Claims Ratio. How would your company calculate Target Loss Ratio, Experience Loss Ratio?	1						
0 - 10	22) Specify the components of the Claims Reserve. How would the claims reserve be administered? What interest credit, if any, is earned on claim reserves? Will such interest be returned to the Government?	1						
0 - 10	23) Will your company pool premiums on life? AD&D? Specify how your company would manage this. If pooled, what credibility will be assigned to the experience of the Government of Guam.	1						
0 - 10	24) Define Incurred but not Reported How would your company manage IBNR?	0.5						
0 - 10	25) Financial Stability. Please provide a copy of your most recent audited annual report or financial statement. Please also provide your rating for the past two years for the following firms: * Standard & Poors, A.M. Best, Moody's	1						

Illustration of possible maximum points:	
X – Maximum cumulative relative weighted points:	230 (Maximum summation of C)
Y- Maximum weight for this section =	60 (This section is worth 60% of total score)

Rating formula:	
X – Evaluator's cumulative relative weighted points: For Ex: 150	(Evaluator's summation of C)
Y – Evaluator's weighted points for this section:	43.9 (Summation of C / 205) x .60

EXHIBIT B – Part 2 (40%)
EVALUATION FORM FOR PHASE II
FY2021 Group Life Insurance Program

COMPANY NAME: _____ EVALUATOR NAME: _____ DATE: _____

Possible Points		(A) Relative Weight	(B) Evaluator Score	(C) Relative Total	(B) Evaluator Score	(C) Relative Total	(B) Evaluator Score	(C) Relative Total
			Vendor:		Vendor:		Vendor:	
0 - 10	A) Plan to perform services. Show plan for performing the required services. Include detailed plan with timeline for: <ul style="list-style-type: none"> Implementation/transition Ongoing service 	0.30						
0 - 10	B) Ability to perform services, including but not exclusive to: <ul style="list-style-type: none"> Data administration. Currently, multiple agencies within the Government self-bill directly to the carrier and through various media types. The Department of Administration does not collect this data. Company must demonstrate processes and systems are in place to accommodate Government's needs. Company must demonstrate flexibility and experience in helping organizations improve processes. Company must centralize data in order to facilitate reporting. Benefit administration. Benefits included and services offered. 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. 	0.40						
0 - 10	C) 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. Please include dates and description of services.	0.20						

0 - 10	D) 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 are currently available or will be made available at the time of contracting.	0.10					
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Maximum cumulative relative weighted points: 10 (A x B = C)

Evaluator's weighted assigned points: ____ (Summation of C)

Illustration of possible maximum points:
X – Maximum cumulative relative weighted points: 10 (Maximum summation of C)
Y- Maximum weight for this section = 40 (This section is worth 40% of total score)

Rating formula:
X – Evaluator's cumulative relative weighted points: For Ex: 8 (Evaluator's summation of C)
Y – Evaluator's weighted points for this section: 32 (Summation of C / 10) x .40

Total Score: Exhibit B Part 1 + Exhibit B Part 2 = 43.9 + 32 = 75.9

EXHIBIT C

Plan Design I - Basic Plan Design

- 1) Basic Life coverage for all employees, retirees and survivors at ten thousand dollars (\$10,000.00) and will be non-contributory by employees, retirees, and survivors. Basic coverage includes Life and Accidental Death and Dismemberment and Loss of Sight Benefits (AD&D).
- 2) (Active Employees Only) Supplemental Insurance coverage of thirty thousand dollars (\$30,000) face amount of life insurance. Thereafter, an employee can elect additional coverage in multiples of five thousand dollars (\$5,000.00) to a maximum election of one hundred twenty thousand dollars (\$120,000.00). Supplemental Insurance coverage will include Waiver of Premium and AD&D coverage. Supplemental coverage is voluntary for employees and premiums are paid entirely by employees.
- 3) Composite Plan Design. Currently there is a grandfathered Supplemental Life group under a composite rating structure for employees, while all new participants are covered under the age-rated structure. Employees enrolled in this plan will be grandfathered. No new enrollment into this plan is allowed.
- 4) Dependent Coverage (does not include AD&D)
 - Spouse.....\$10,000 face amount
 - Children:
 - Live Birth but less than 6 months of age\$8,000 face amount
 - 6 months of age up to their 19th birthday.....\$8,000 face amount
 - 19 years of age up to their 24th birthday if full time student.....\$8,000 face amount

Dependent coverage is voluntary for employees, retirees and survivors and premium is paid entirely by employees, retirees and survivors.
- 5) (Retirees only) Supplemental insurance coverage in amounts of five thousand dollars (\$5,000), ten thousand (\$10,000) or fifteen thousand dollars (\$15,000). Supplemental coverage is voluntary for retirees and premiums are paid entirely by the retiree.
- 6) Repatriation (expense incurred to transport members' remains to primary place of residence not to exceed \$10,000 applicable to members).
- 7) Business Travel Accident Insurance – provide \$50,000 for any employee traveling on business.
- 8) On-site employee at no cost to the Government of Guam.
- 9) Ancillary benefits such as air bag, seat belt, career adjustment, child care, higher education benefits, etc.

Please provide your proposed rates in the following chart:

Plan Coverage	Member Type	Current Rates*	Basic Plan Design Proposed Bi-Weekly Rates
Basic Life and Basic AD&D	Actives:	\$0.717 per \$1000 of Benefit	_____ per \$1000 of Benefit
	Retirees:	\$1.553 per \$1000 of Benefit	_____ per \$1000 of Benefit
	Surviving Spouses:	\$1.553 per \$1000 of Benefit	_____ per \$1000 of Benefit
Additional Life and Additional AD&D	Grandfathered Members	\$0.470 per \$1000 of Benefit	_____ per \$1000 of benefit
	Actives:	Age-based	Age-based
		<31 \$0.048	<31 _____
		31-40 \$0.097	31-40 _____
		41-50 \$0.291	41-50 _____
		51-60 \$0.533	51-60 _____
		61-70 \$1.696	61-70 _____
		71+ \$2.787	71+ _____
	Retirees:	\$5.780 per \$1,000 of benefit	_____ per \$1000 of benefit
Dependent Life	Actives:	\$4.020 per unit	_____ per unit
	Retirees:	\$12.180 per unit	_____ per unit
	Surviving Spouses:	\$12.180 per unit	_____ per unit

*Employees are deducted on a bi-weekly basis/Retirees are deducted semi-monthly.

EXHIBIT D

Plan Design II - Alternative Plan Design

- 1) Basic Life coverage at ten thousand dollars (\$10,000.00) and will be non-contributory by employees, retirees and survivors. Basic coverage includes Accidental Death and Dismemberment and Loss of Sight Benefits (AD&D). All employees and retirees will have full AD&D coverage regardless of age. Waiver of Premium will apply to all coverage.
Please provide rates for Basic Life under the following scenarios:
 - a) Actives only
 - b) Retirees and Survivors only
 - c) Actives, Retirees, and Survivors combined
- 2) (Active Employees Only) Supplemental Insurance coverage of Thirty Thousand dollars (\$30,000) face amount of life insurance. Thereafter, an employee can elect additional coverage in multiples of five thousand dollars (\$5,000.00) to a maximum election of one hundred twenty thousand dollars (\$120,000). Supplemental Insurance coverage will include Waiver of Premium and AD&D coverage.
- 3) Composite Plan Design. Currently there is a grandfathered Supplemental Life group under a composite rating structure for employees, while all new participants are covered under the age-rated structure. Please provide rates if all participants are covered under the age-rated structure. Also provide quote on a fully composite rate basis for all participants.
- 4) Dependent Coverage (does not include AD&D)

Spouse.....	\$10,000 face amount
Children:	
Live Birth but less than 6 months of age.....	\$8,000 face amount
6 months of age up to their 19 th birthday.....	\$8,000 face amount
19 years of age up to their 24 th birthday if full time student.....	\$8,000 face amount

Dependent coverage is voluntary for employees, retirees and survivors and premium is paid entirely by employees, retirees and survivors.
- 5) (Retirees only) Supplemental insurance coverage for twenty thousand (\$20,000). Supplemental coverage is voluntary for retirees and premiums are paid entirely by the retiree.
- 6) Repatriation of remains - expense incurred to transport member's remains to primary place of residence not to exceed \$10,000 applicable to members. Please provide as follows:
 - a. Reimbursement basis;
 - b. "Non-reimbursement basis" (carrier to provide "up front" payment)
- 7) Upon election of Dependent Coverage, Repatriation benefit will be included (expense incurred to transport dependent's remains to primary place of residence not to exceed \$10,000).
- 8) Business Travel Accident Insurance – provide \$50,000 for any employee traveling on business.
- 9) On-site employee at no cost to the Government of Guam.
- 10) Ancillary benefits such as air bag, seat belt, career adjustment, child care, higher education benefits, etc.

Please provide your proposed rates in the following chart:

Alternative Plan Design – II		
Proposed Bi-Weekly Rates		
Basic Life	Actives:	_____ per \$1000 of Benefit
	Retirees:	_____ per \$1000 of Benefit
	Surviving Spouses:	_____ per \$1000 of Benefit
AD&D	Actives:	_____ per \$1000 of Benefit
	Retirees:	_____ per \$1000 of Benefit
	Surviving Spouses:	_____ per \$1000 of Benefit
Additional Life	Grandfathered Members:	_____ per \$1000 of Benefit
	Actives:	Age-based
		<31 _____
		31-40 _____
		41-50 _____
		51-60 _____
		61-70 _____
		71+ _____
	Retirees:	_____ per \$1000 of Benefit
Additional AD&D	Grandfathered Members:	_____ per \$1000 of Benefit
	Actives:	_____ per \$1000 of Benefit
	Retirees:	_____ per \$1000 of Benefit
Dependent Life	Actives:	_____ per unit
	Retirees:	_____ per unit
	Surviving Spouses:	_____ per unit

EXHIBIT E

Plan Design III - Alternative Plan Design

- 1) Basic Life coverage at ten thousand dollars (\$10,000.00) and will be non-contributory by employees, retirees and survivors. Basic coverage includes Accidental Death and Dismemberment and Loss of Sight Benefits (AD&D). All employees and retirees will have full AD&D coverage regardless of age. Waiver of Premium will apply to all coverage.

Please provide rates for Basic Life under the following scenarios:

Actives only

Retirees and Survivors only

Actives, Retirees, and Survivors combined

- 2) (Active Employees Only) Supplemental Insurance coverage of Thirty Thousand dollars (\$30,000) face amount of life insurance. Thereafter, an employee can elect additional coverage in multiples of five thousand dollars (\$5,000.00) to a maximum election of one hundred thirty thousand dollars (\$130,000). Supplemental Insurance coverage will include Waiver of Premium and AD&D coverage.
- 3) Composite Plan Design. Currently there is a grandfathered Supplemental Life group under a composite rating structure for employees, while all new participants are covered under the age-rated structure. Please provide rates if all participants are covered under the age-rated structure. Also provide quote on a fully composite rate basis for all participants.

- 4) Dependent Coverage (does not include AD&D)

Spouse.....\$10,000 face amount

Children:

Live Birth but less than 6 months of age.....\$8,000 face amount

6 months of age up to their 19th birthday.....\$8,000 face amount

19 years of age up to their 24th birthday if full time student.....\$8,000 face amount

Dependent coverage is voluntary for employees, retirees and survivors and premium is paid entirely by employees, retirees and survivors.

- 5) (Retirees only) Supplemental insurance coverage in amounts of twenty thousand dollars (\$20,000), twenty-five thousand dollars (\$25,000) or thirty thousand (\$30,000). Supplemental coverage is voluntary for retirees and premiums are paid entirely by the retiree.
- 6) Repatriation of remains - expense incurred to transport member's remains to primary place of residence not to exceed \$10,000 applicable to members. Please provide as follows:
 - a. Reimbursement basis;
 - b. "Non-reimbursement basis" (carrier to provide "up front" payment)
- 7) Upon election of Dependent Coverage, Repatriation benefit will be included (expense incurred to transport dependent's remains to primary place of residence not to exceed \$10,000).
- 8) Business Travel Accident Insurance – provide \$50,000 for any employee traveling on business.
- 9) On-site employee at no cost to the Government of Guam.

10) Ancillary benefits such as air bag, seat belt, career adjustment, child care, higher education benefits, etc.

Please provide your proposed rates in the following chart:

Alternative Plan Design - III		
Proposed Bi-Weekly Rates		
Basic Life	Actives:	_____ per \$1000 of Benefit
	Retirees:	_____ per \$1000 of Benefit
	Surviving Spouses:	_____ per \$1000 of Benefit
AD&D	Actives:	_____ per \$1000 of Benefit
	Retirees:	_____ per \$1000 of Benefit
	Surviving Spouses:	_____ per \$1000 of Benefit
Additional Life	Grandfathered Members:	_____ per \$1000 of Benefit
	Actives:	Age-based
		<31 _____
		31-40 _____
		41-50 _____
		51-60 _____
		61-70 _____
		71+ _____
	Retirees:	_____ per \$1000 of Benefit
Additional AD&D	Grandfathered Members:	_____ per \$1000 of Benefit
	Actives:	_____ per \$1000 of Benefit
	Retirees:	_____ per \$1000 of Benefit
Dependent Life	Actives:	_____ per unit
	Retirees:	_____ per unit
	Surviving Spouses:	_____ per unit

NOTE: THE NEGOTIATING COMMITTEE RESERVES THE RIGHT TO AMEND OR MODIFY THE BENEFIT PLAN DESIGNS CONSIDERED.

NOTE: PROPOSING COMPANIES MUST PROVIDE QUOTES FOR THIS ALTERNATIVE PLAN DESIGN AS WELL AS THE BASIC BENEFIT PLAN DESIGN.

EXHIBIT E
Terms and Conditions

- 1) Settlement of claims – basic life amount within 24 hours upon receipt of proper documentation, supplemental and dependent coverage within five (5) days, and other benefits upon transmittal of documentation.
- 2) The life insurance company will be responsible for seeking out the rightful beneficiary and will handle all claim payments.
- 3) Termination of policy notice is 60 days.
- 4) Insurance company provides for delivery of claims to the beneficiaries.
- 5) Waiver of Premium will apply to all life coverages to include Basic Coverage.

EXHIBIT F

**Government of Guam
All Life and AD&D Claims**

For the period from May 22, 2011 through June 30, 2020

This charts shows the number of total claims filed and benefits paid by claim product type.

Line of Coverage	Number of Claims	% Of Claims	Amount Paid	% of Total Benefits	Average Claim Amount
Basic Life - Active	346	8%	\$ 3,508,716	7%	\$ 10,141
Basic Life - Retiree	1,788	44%	\$ 18,251,171	36%	\$ 10,208
Basic Life - Survivor	634	15%	\$ 6,497,210	13%	\$ 10,248
Basic AD&D	29	1%	\$ 340,000	1%	\$ 11,724
Additional Life	658	16%	\$ 15,353,624	30%	\$ 23,334
Additional AD&D	9	0%	\$ 275,000	1%	\$ 30,556
Dependent Life	628	15%	\$ 6,136,685	12%	\$ 9,772
Total	4,092	100%	\$50,362,406.56	100%	\$ 12,308

Government of Guam Life Insurance - Quarterly Claims Processed Report

As of Q4 - 2020

TOTAL DEATH CLAIMS PROCESSED ON ACTIVE EMPLOYEES							
Fiscal Year	Basic Coverage	Basic Approved	Additional	Additional Approved	Repatriation Benefit	Repatriation Approved	Pending Cases
FY2011 – May 2011 through Sept. 30, 2011	12	\$108,165	26	\$402,000	1	\$3,165	0
FY2012 – Oct. 1, 2011 through Sept. 30, 2012	45	\$445,448	96	\$1,668,000	1	\$5,448	0
FY2013 – Oct. 1, 2012 through Sept. 30, 2013	41	\$373,961	87	\$1,870,000	4	\$13,961	0
FY2014 – Oct. 1, 2013 through Sept. 30, 2014	35	\$340,000	79	\$1,675,000	0	\$0	3
FY2015 – Oct. 1, 2014 through Sept. 30, 2015	45	\$427,814	91	\$2,354,500	2	\$15,114	7
FY2016 – Oct. 1, 2015 through Sept. 30, 2016	33	\$309,255	94	\$1,502,357	4	\$21,621	7
FY2017 – Oct. 1, 2016 through Sept. 30, 2017	32	\$314,000	83	\$1,577,684	1	\$2,089	8
FY2018 – Oct. 1, 2017 through Sept. 30, 2018	43	\$420,273	89	\$1,951,000	4	\$20,352	0
FY2019 – Oct. 1, 2018 through Sept. 30, 2019	105	\$1,016,700	51	\$1,274,850	12	\$133,356	0
FY2020 – Oct. 1, 2019 through Sept. 30, 2020	9	\$72,000	5	\$46,000	1	\$16,171	0
TOTAL DEATH CLAIMS PROCESSED ON RETIREE/SURVIVORS							
Fiscal Year	Basic Coverage	Basic Approved	Additional	Additional Approved	Repatriation Benefit	Repatriation Approved	Pending Cases
FY2011 – May 2011 through Sept. 30, 2011	65	\$638,042	17	\$125,000	6	\$23,042	0
FY2012 – Oct. 1, 2011 through Sept. 30, 2012	178	\$1,795,863	50	\$535,000	5	\$25,863	0
FY2013 – Oct. 1, 2012 through Sept. 30, 2013	194	\$1,909,220	54	\$620,000	5	\$19,220	0
FY2014 – Oct. 1, 2013 through Sept. 30, 2014	193	\$1,889,014	42	\$450,000	6	\$30,014	1
FY2015 – Oct. 1, 2014 through Sept. 30, 2015	203	\$1,980,614	58	\$590,000	6	\$28,571	8
FY2016 – Oct. 1, 2015 through Sept. 30, 2016	162	\$1,602,500	60	\$595,000	6	\$32,165	8
FY2017 – Oct. 1, 2016 through Sept. 30, 2017	194	\$1,935,300	52	\$620,000	5	\$18,405	7
FY2018 – Oct. 1, 2017 through Sept. 30, 2018	226	\$2,235,079	67	\$760,000	5	\$23,977	3
FY2019 – Oct. 1, 2018 through Sept. 30, 2019	142	\$1,395,440	83	\$907,000	8	\$56,508	7
FY2020 – Oct. 1, 2019 through Sept. 30, 2020	58	\$570,000	29	\$300,500	2	\$36,767	6

TOTAL WAIVER CLAIMS PROCESSED							
Fiscal Year	Basic Coverage	Basic Approved	Additional	Additional Approved	Repatriation Benefit	Repatriation Approved	Pending Cases
FY2011 – May 2011 through Sept. 30, 2011	0	\$0	0	\$0	0	\$0	0
FY2012 – Oct. 1, 2011 through Sept. 30, 2012	6	\$0	4	\$0	0	\$0	7
FY2013 – Oct. 1, 2012 through Sept. 30, 2013	9	\$0	6	\$0	0	\$0	9
FY2014 – Oct. 1, 2013 through Sept. 30, 2014	20	\$0	17	\$0	0	\$0	22
FY2015 – Oct. 1, 2014 through Sept. 30, 2015	14	\$0	6	\$0	0	\$0	17
FY2016 – Oct. 1, 2015 through Sept. 30, 2016	3	\$0	1	\$0	0	\$0	3
FY2017 – Oct. 1, 2016 through Sept. 30, 2017	2	\$0	2	\$0	0	\$0	1
FY2018 – Oct. 1, 2017 through Sept. 30, 2018	1	\$0	0	\$0	0	\$0	1
FY2019 – Oct. 1, 2018 through Sept. 30, 2019	2	\$1	0	\$0	0	\$0	3
FY2020 – Oct. 1, 2019 through Sept. 30, 2020	1	\$0	0	\$0	0	\$0	1

Basic Coverage is Basic Life only

Additional Coverage includes Additional Life, Additional AD&D, and Dependent Life

As of Q2 - 2020

POOLED EXPERIENCE REPORT
Additional Life, Dependent Life, AD&D (Prior to 6/1/2014)

	5/22/2011 through 5/31/2014
	<hr/>
Earned Premium	9,138,539
Paid Claims	6,815,000
Change in Active Claim Reserves	0
Change in IBNR Reserves	0
Conversions	0
	<hr/>
Total Incurred Claims	6,815,000
Less:	
Commissions	0
Admin Fees	0
Premium Taxes	0
Other Expenses and Risk Charges	1,113,433
	<hr/>
Total Expenses and Risk Charges	1,113,433
Balance	1,210,106
	<hr/>

POOLED EXPERIENCE REPORT
Additional Life Active

	10/1/2019 through 6/30/2020	6/1/2014 through 6/30/2020
Earned Premium	1,345,409	10,359,465
Paid Claims	594,917	6,648,624
Change in Active Claim Reserves	(108,917)	902,983
Change in IBNR Reserves	56,203	415,120
Conversions	0	0
	<hr/>	<hr/>
Total Incurred Claims	542,203	7,966,727
Less:		
Commissions	0	0
Admin Fees	0	0
Premium Taxes	0	0
Other Expenses and Risk Charges	206,218	1,467,277
	<hr/>	<hr/>
Total Expenses and Risk Charges	206,218	1,467,277
Balance	596,988	925,460

POOLED EXPERIENCE REPORT
Additional Life Retirees and Surviving Spouses

	10/1/2019 through 6/30/2020	6/1/2014 through 6/30/2020
Earned Premium	499,590	5,464,075
Paid Claims	496,000	4,090,000
Change in Active Claim Reserves	(1,000)	15,000
Change in IBNR Reserves	(14,511)	146,501
Conversions	0	0
	<hr/>	<hr/>
Total Incurred Claims	480,489	4,251,501
Less:		
Commissions	0	0
Admin Fees	0	0
Premium Taxes	0	0
Other Expenses and Risk Charges	80,701	770,294
	<hr/>	<hr/>
Total Expenses and Risk Charges	80,701	770,294
Balance	(61,601)	442,280

POOLED EXPERIENCE REPORT
Basic AD&D Active

	10/1/2019 through 6/30/2020	6/1/2014 through 6/30/2020
Earned Premium	64,485	267,046
Paid Claims	0	60,000
Change in Active Claim Reserves	0	0
Change in IBNR Reserves	(111)	3,274
	<hr/>	<hr/>
Total Incurred Claims	(111)	63,274
Less:		
Commissions	0	0
Admin Fees	0	0
Premium Taxes	0	0
Other Expenses and Risk Charges	9,295	37,468
	<hr/>	<hr/>
Total Expenses and Risk Charges	9,295	37,468
Balance	55,301	166,304

POOLED EXPERIENCE REPORT
Basic AD&D Retirees and Surviving Spouses

	10/1/2019 through 6/30/2020	6/1/2014 through 6/30/2020
Earned Premium	17,370	166,951
Paid Claims	20,000	155,000
Change in Active Claim Reserves	0	0
Change in IBNR Reserves	(87)	2,022
	<hr/>	<hr/>
Total Incurred Claims	19,913	157,022
Less:		
Commissions	0	0
Admin Fees	0	0
Premium Taxes	0	0
Other Expenses and Risk Charges	3,044	26,555
	<hr/>	<hr/>
Total Expenses and Risk Charges	3,044	26,555
Balance	(5,587)	(16,626)

POOLED EXPERIENCE REPORT
Additional AD&D Active

	10/1/2019 through 6/30/2020	6/1/2014 through 6/30/2020
Earned Premium	51,812	424,526
Paid Claims	0	170,000
Change in Active Claim Reserves	0	0
Change in IBNR Reserves	(79)	5,392
	<hr/>	<hr/>
Total Incurred Claims	(79)	175,392
Less:		
Commissions	0	0
Admin Fees	0	0
Premium Taxes	0	0
Other Expenses and Risk Charges	7,469	61,371
	<hr/>	<hr/>
Total Expenses and Risk Charges	7,469	61,371
Balance	44,423	187,763

POOLED EXPERIENCE REPORT
Additional AD&D Retirees and Surviving Spouses

	10/1/2019 through 6/30/2020	6/1/2014 through 6/30/2020
Earned Premium	2,877	29,701
Paid Claims	15,000	35,000
Change in Active Claim Reserves	0	0
Change in IBNR Reserves	(30)	307
	<hr/>	<hr/>
Total Incurred Claims	14,970	35,307
Less:		
Commissions	0	0
Admin Fees	0	0
Premium Taxes	0	0
Other Expenses and Risk Charges	820	4,940
	<hr/>	<hr/>
Total Expenses and Risk Charges	820	4,940
Balance	(12,912)	(10,546)

POOLED EXPERIENCE REPORT
Dependent Life Active

	10/1/2019 through 6/30/2020	6/1/2014 through 6/30/2020
	<hr/>	<hr/>
Earned Premium	386,680	2,753,955
Paid Claims	120,000	986,685
Change in Active Claim Reserves	(10,000)	0
Change in IBNR Reserves	(3,196)	29,164
Conversions	0	0
	<hr/>	<hr/>
Total Incurred Claims	106,804	1,015,849
Less:		
Commissions	0	0
Admin Fees	0	0
Premium Taxes	0	0
Other Expenses and Risk Charges	58,504	379,284
	<hr/>	<hr/>
Total Expenses and Risk Charges	58,504	379,284
Balance	221,372	1,358,822

POOLED EXPERIENCE REPORT
Dependent Life Retirees and Surviving Spouses

	10/1/2019 through 6/30/2020	6/1/2014 through 6/30/2020
Earned Premium	129,769	1,829,018
Paid Claims	288,000	3,203,000
Change in Active Claim Reserves	(20,000)	0
Change in IBNR Reserves	(368)	10,418
Conversions	0	0
	<hr/>	<hr/>
Total Incurred Claims	267,632	3,213,418
Less:		
Commissions	0	0
Admin Fees	0	0
Premium Taxes	0	0
Other Expenses and Risk Charges	23,350	278,798
	<hr/>	<hr/>
Total Expenses and Risk Charges	23,350	278,798
Balance	(161,212)	(1,663,198)

EXHIBIT G

SUPPLEMENTAL ENROLLMENT DATA

ACTIVES

ACTIVES																					
Supplemental	BASIC ONLY	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000	\$70,000	\$75,000	\$80,000	\$85,000	\$90,000	\$95,000	\$100,000	\$105,000	\$110,000	\$115,000	\$120,000	Grand Total
Age Band /Gender																					
Under 31																					
F	767	42	5	8	0	4	0	6	1	1	2	2	1	21	0	31	1	2	0	61	955
M	621	26	1	5	0	13	0	11	1	0	1	3	0	1	0	38	1	0	0	68	790
31-40																					
F	920	43	2	19	1	29	2	24	0	7	1	4	0	6	2	81	2	7	0	77	1227
M	713	48	5	9	0	19	0	26	1	4	4	2	0	3	0	72	0	3	0	58	967
41-50																					
F	1062	75	4	20	1	31	2	62	3	26	12	15	6	7	2	168	0	16	1	93	1606
M	865	63	2	20	1	29	1	88	2	25	2	8	0	11	0	133	2	7	1	50	1310
51-60																					
F	846	97	7	34	2	53	1	60	0	27	8	13	2	14	0	103	1	13	1	42	1324
M	774	67	3	17	1	36	1	77	5	48	7	20	1	10	1	97	0	8	1	34	1208
61-70																					
F	358	31	3	14	1	11	1	15	1	8	1	3	0	2	0	16	1	1	0	2	469
M	257	28	2	2	0	20	3	29	1	2	0	3	0	1	1	19	0	1	0	4	373
71+																					
F	180	4	0	3	1	7	0	7	0	0	1	0	0	1	0	6	0	0	0	3	213
M	104	4	0	2	1	1	1	1	0	0	0	1	0	0	1	3	0	1	0	4	124
Grand Total	7467	528	34	153	9	253	12	406	15	148	39	74	10	77	7	767	8	59	4	496	10566

RETIREES AND SURVIVORS

RETIREES					
Additional Life Insurance	BASIC ONLY	\$5,000	\$10,000	\$15,000	Grand Total
Age Band /Gender					
Female					
31-40	2	0	0	0	2
41-50	40	0	1	1	42
51-60	441	11	25	44	521
61-70	1329	38	130	132	1629
71-80	1210	35	124	96	1465
81+	718	25	61	47	851
Male					
31-40	0	0	0	0	0
41-50	11	0	1	2	14
51-60	343	14	48	56	461
61-70	881	37	105	130	1153
71-80	704	23	121	118	966
81+	257	13	65	42	377
Grand Total	5936	196	681	668	7481

EXHIBIT H

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 venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

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

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

Subscribed and sworn to before me
this ____ day of _____, 20____.

NOTARY PUBLIC
My commission expires: _____

EXHIBIT H

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 _____, 20____.

NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 003 (Jul. 12, 2010)

EXHIBIT H

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 _____, 20_____.

NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 004 (Jul. 12, 2010)

EXHIBIT H

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 _____, 20_____.

NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 005 (Jul. 12, 2010)

EXHIBIT H

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 _____, 20_____.

NOTARY PUBLIC

My commission expires _____, _____.

EXHIBIT H

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

Date

AG Procurement Form 006 (Feb. 16, 2010)

EXHIBIT H

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 anytime 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 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 therefore 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 I

2016 CONTRACT

See Attached

EXHIBIT J

CENSUS DATA

ACTIVES																					
Supplemental Life	BASIC ONLY	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000	\$70,000	\$75,000	\$80,000	\$85,000	\$90,000	\$95,000	\$100,000	\$105,000	\$110,000	\$115,000	\$120,000	Grand Total
Age Band /Gender																					
Under 31																					
F	767	42	5	8	0	4	0	6	1	1	2	2	1	21	0	31	1	2	0	61	955
M	621	26	1	5	0	13	0	11	1	0	1	3	0	1	0	38	1	0	0	68	790
31-40																					
F	920	43	2	19	1	29	2	24	0	7	1	4	0	6	2	81	2	7	0	77	1227
M	713	48	5	9	0	19	0	26	1	4	4	2	0	3	0	72	0	3	0	58	967
41-50																					
F	1062	75	4	20	1	31	2	62	3	26	12	15	6	7	2	168	0	16	1	93	1606
M	865	63	2	20	1	29	1	88	2	25	2	8	0	11	0	133	2	7	1	50	1310
51-60																					
F	846	97	7	34	2	53	1	60	0	27	8	13	2	14	0	103	1	13	1	42	1324
M	774	67	3	17	1	36	1	77	5	48	7	20	1	10	1	97	0	8	1	34	1208
61-70																					
F	358	31	3	14	1	11	1	15	1	8	1	3	0	2	0	16	1	1	0	2	469
M	257	28	2	2	0	20	3	29	1	2	0	3	0	1	1	19	0	1	0	4	373
71+																					
F	180	4	0	3	1	7	0	7	0	0	1	0	0	1	0	6	0	0	0	3	213
M	104	4	0	2	1	1	1	1	0	0	0	1	0	0	1	3	0	1	0	4	124
Grand Total	7467	528	34	153	9	253	12	406	15	148	39	74	10	77	7	767	8	59	4	496	10566

ACTIVES							
Dependent Life Option	Under 31	31-40	41-50	51-60	61-70	71+	Grand Total
YES							
F	63	244	505	507	172	19	1510
M	48	130	331	408	136	19	1072
NO							
F	877	1002	1126	918	365	62	4350
M	708	851	1014	867	266	52	3758
Grand Total	1696	2227	2976	2700	939	152	10690

ACTIVES								
Composite: Grandfathered members	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000	\$55,000	\$60,000	Grand Total
YES								
F	12	2	5	0	9	0	33	61
M	10	1	6	3	8	0	35	63
NO								
F	0	0	0	0	0	0	0	0
M	0	0	0	0	0	0	0	0
Grand Total	22	3	11	3	17	0	68	124

EXHIBIT J (CONT)

RETIREEES AND SURVIVORS

RETIREEES AND SURVIVORS					
Additional Life Insurance	BASIC ONLY	\$5,000	\$10,000	\$15,000	Grand Total
Age Band /Gender					
Female					
31-40	2	0	0	0	2
41-50	40	0	1	1	42
51-60	441	11	25	44	521
61-70	1329	38	130	132	1629
71-80	1210	35	124	96	1465
81+	718	25	61	47	851
Male					
31-40	0	0	0	0	0
41-50	11	0	1	2	14
51-60	343	14	48	56	461
61-70	881	37	105	130	1153
71-80	704	23	121	118	966
81+	257	13	65	42	377
Grand Total	5936	196	681	668	7481

RETIREEES AND SURVIVORS							
Dependent Life Option	Under 31	31-40	41-50	51-60	61-70	71+	Grand Total
YES							
F	0	0	19	195	511	492	1217
M	0	0	8	238	572	627	1445
NO							
F	0	2	23	326	1118	1824	3293
M	0	0	6	227	581	712	1526
Grand Total	0	2	56	986	2782	3655	7481

EXHIBIT K

SECTION 4303 GCA

4 GCA PUBLIC OFFICERS & EMPLOYEES CH 4 PERSONNEL POLICY AND THE CIVIL SERVICE COMMISSION

§ 4303. Group Life Insurance.

(a) The Governor is authorized to enter into contracts with one or more insurance companies authorized to do business in Guam for Group Life Insurance for all employees or separate groups of employees for the government of Guam.

(b) Participation by employee, as employees are defined in Subsection (d) of this Section, in such contracts of life insurance shall provide coverage for up to a face amount of Ten Thousand Dollars (\$10,000), and shall be non-contributory by the employees, the premium to be paid by the government of Guam.

(c) Contracts of life insurance procured under the foregoing Subsection (b) shall be limited to a face amount of up to Ten Thousand Dollars (\$10,000.00), including charges for accidental death and dismemberment. Coverage under such non-contributory plan shall commence after an employee has served six (6) consecutive months service in the government of Guam upon initial employment or re-employment. Retirees, and survivors of retirees, shall be covered as of the day they become retirees, or survivors of retirees.

Supplemental life insurance coverage may also be procured as an added benefit for all employees, pursuant to a plan design of benefits, as approved by *I Maga'lahaen Gudhan* [Governor of Guam]. For active employees, the face amount of such supplemental coverage for employees shall be at least Thirty Thousand Dollars (\$30,000.00), the premium for which shall be paid entirely by the employee. For retired employees, the face amount of such supplemental coverage for retirees shall be at least Five Thousand Dollars (\$5,000.00), with increments of the same thereafter, the premium for which shall be paid entirely by the retiree.

The total premium for the face amount of such supplemental coverage shall be paid entirely by the employee. Such supplemental insurance shall be on a voluntary basis, and may include such features as: graduated benefits, accidental death and dismemberment, and waiver of premium. Dependent coverage may be included as part of the supplemental coverage. The Department of Administration of the government of Guam, or the government of Guam Retirement Fund, as appropriate, may provide payroll deductions for payment of the premiums for such supplemental coverage.

(d) Employees as used in this Section include officers, survivors of officers, survivors of employees, retired employees and survivors of retired employees who are receiving annuity benefits.

4 GCA PUBLIC OFFICERS & EMPLOYEES
CH 4 PERSONNEL POLICY AND THE CIVIL SERVICE COMMISSION

(e) Notwithstanding any other provision of law, the government of Guam shall self insure the government of Guam's group life insurance program then in effect as of April 30, 1986, for a period not to exceed sixty (60) days from April 30, 1986, or until a private insurance company becomes the insurer for the government of Guam's group life insurance program, whichever occurs first.

(1) There is hereby established a Group Life Insurance Fund from which claims shall be paid consistent with the terms and conditions in the government of Guam's group life insurance policy then in effect prior to April 30, 1986.

(2) Premiums deducted from eligible subscribers on the government's group life insurance policy then in effect prior to April 30, 1986, shall be remitted to the Group Life Insurance Fund.

(3) The government is authorized to fund the Group Life Insurance Fund effective May 1, 1986 with projected premium receipts covering the period of self-insurance.

(4) Effective January 1, 1997, the Group Life Insurance Fund is hereby abolished and dissolved and any and all remaining balances of the Group Life Insurance Fund are reverted to the General Fund. All revenue previously in this Fund, or which was earmarked to be placed in this Fund, shall continue to be collected and credited to the General Fund.

SOURCE: § 4152 GCA; originally added as GC § 4020; amended by P.L. 10-192; Subsection (d) further amended by P.L. 14-119; renumbered to § 4152 GCA by P.L. 16-023. Subsection (e) added by P.L. 18-033:20. Subsection (b) and (c) Repealed and reenacted by P.L. 20-224:9. Repealed by P.L. 23-128:IV:30. Reenacted in the present form by P.L. 24-014:18. Subsection (c) amended by P.L. 26-043:2.

EXHIBIT L

GOVERNMENT OF GUAM ADMINISTRATIVE PROCEDURES 2021 GROUP LIFE INSURANCE PROGRAM

A. Good Faith Negotiations

Both teams shall be fully committed to good faith negotiations. Both teams shall carefully and respectfully listen to the other and shall make best efforts to reach satisfactory agreements on all issues. Both teams shall fully cooperate in providing any clarification or documentation reasonably requested by the other. If one team disagrees with a position taken by the other, the disagreeing team will detail its concerns, which will be duly considered and responded to by the other team.

B. Expenses

In light of the Covid-19 pandemic, the Negotiating Team may conduct virtual negotiations, if so desired. If face to face negotiations are preferred and in compliance with the Department of Public Health and Social Services guidelines, the Government will make every effort to secure a site conducive to negotiations on Government facilities. In the event such arrangements cannot be made, the offerors will make such arrangements. If arrangements are made by the offeror, expenses relating to the accommodations for the negotiations site are the responsibility of the offeror. The site will include basic office equipment and a caucus room for both parties. Equipment includes a flip chart or white board, access to a telephone, facsimile machine and a photocopier machine. The offeror will advise the Government of Guam of the negotiation site for the approval of the Government.

C. Confidentiality

1. During the course of the negotiations, no matters regarding the negotiations shall be discussed with anyone except members of the negotiating teams or officials of either the Government of Guam or the Insurance Company who are directly involved with the negotiations.
2. Utmost care shall be taken to ensure that no other person gains access to any negotiation information or materials.

D. Media/Ex Parte Communications

If any communications are to be made to the media or other persons outside those immediately involved in the negotiations, such communications shall be prepared and presented jointly by the negotiating teams. Further, except for necessary information on benefits and administration, no carrier shall release any information to the media, or to any enrollee or other person regarding any aspect of the plan, including its profitability or the reasons for rate or benefit changes, without the Government of Guam's written approval.

E. Copies

If one team submits a document to the other team, the submitting team shall, at the same time, provide a copy of such document to each member of the other team.

F. Caucusing

1. Either team may call a caucus at any time. However, both teams shall make best efforts to consolidate issues to discuss during caucuses and to use the designated caucus times rather than interrupting the negotiations.
2. The team calling the caucus may remain in the negotiating room and the other team will excuse itself, unless otherwise agreed.

G. Negotiated Changes

Negotiated contractual changes shall be noted during the negotiations and, if needed, taped at the conclusion of the negotiations.

H. Tape Recording

1. Pursuant to Title 5 GCA § 5249(c) and 2 GAR, Div. 4 § 3129(3), each procurement officer shall maintain a complete record of each procurement and shall include sound recordings. Negotiations will be recorded for compliance purposes.

I. Allotted Time

Each offeror's negotiations shall be concluded within three days. If additional time is requested by the plan, such may be granted by the Government of Guam's team at its sole option.

J. Impasses

1. If the teams cannot reach an agreement on a particular issue, that issue shall be set aside, if at all possible, and the negotiations proceeded with. Such issue may be revisited at a later stage in the negotiations.

2. If an agreement is not reached on all issues by the close of the negotiations, the Government of Guam's team will recommend against contracting with such Insurance Company.

K. Approval by the Governor

All written agreements made by the Government of Guam's negotiating team are subject to the final approval by the Governor of Guam.

L. Other Approval

The insurance carrier shall have a final decision maker at the negotiating table at all times. However, if the commitments made require approval from a company officer or board not at the negotiating table, the Insurance Company shall disclose the officer's name and title or the name of the board on the following line:

_____.

M. Marketing

The plan selected shall comply with the Government of Guam's Marketing Guidelines (Exhibit M). The carrier shall market its proposed plan to Government of Guam employees or retirees or dependents thereof prior to receiving written approval from the Director of the Department of Administration.

N. Agreement to Administrative Procedures

The Government of Guam and the Insurance Company shall adhere to these administrative procedures, which are pertinent to the Group Life Insurance Negotiations.

Insurance Company: _____

Print/Signature/Date: _____

EXHIBIT M
GOVERNMENT OF GUAM
MARKETING GUIDELINES FOR LIFE INSURANCE CARRIERS

These marketing guidelines apply to all life insurance carriers contracting with or intending to contract with the Government of Guam.

A. MARKETING MATERIALS

1. Each carrier shall prepare a Government of Guam plan brochure, setting forth the benefits and conditions of the plan, for distribution to subscribers and prospective subscribers.
2. Each carrier may prepare other marketing materials, including newspaper and other media advertising copy, in addition to those required in paragraphs 1 above.
3. All marketing materials must be submitted to the Government of Guam's Director of the Department of Administration or his or her designee with a written statement signed by an appropriate officer of the carrier certifying that the materials have been prepared in accordance with these guidelines.
4. The Government of Guam's Director of the Department of Administration must approve the content of all marketing materials in writing. Such written approval, however, does not guarantee the carrier that its marketing materials will be free from future scrutiny or that the carrier will not attract penalties should the marketing materials later be determined to be out of compliance with these guidelines.
5. Marketing materials which have not been approved for content may not be distributed or displayed. Further, no marketing materials may be distributed or displayed prior to the date specified in writing by the Director of the Department of Administration. No marketing materials will be approved for distribution or display prior to the conclusion of negotiations with all carriers.
6. Once approved for content and distribution and display, all marketing materials, excluding newspaper and other media advertising copy, must be made available to the Government of Guam subscribers, prospective subscribers, agencies and departments as quickly as possible.

B. MARKETING STANDARDS

1. All marketing materials, including newspaper and other media advertising and open enrollment presentations, must be truthful and not misleading.
2. All marketing materials must be worded simply, clearly and concisely so that they are readily understandable.
3. All marketing materials must contain sufficient detail to ensure accuracy.
4. At least the plan brochure should contain a statement that full details of the plan are contained in the carrier's contract with the Government of Guam.
5. If an insurance company markets wrongful products, benefits or advertises in their brochure incorrect information, the insurance company must place at least 2 media advertisements, in addition to giving memos

to all enrollees, satisfactory to DOA, of correct version. Plans must also prepare an insert of corrected information and include it in all brochures, if not already corrected the language in the brochure.

C. PENALTIES FOR NON-COMPLIANCE

1. Failure to conform to these guidelines may result in corrective action by the Department of Administration. Such corrective action will be appropriate to the circumstances. For example, if a carrier indicates benefits or other plan provisions that are more favorable to enrollees than those specified in the Government of Guam contract, the carrier will be required to provide those more generous benefits or provisions without additional compensation for the entire contract year(s).
2. Interpretation and enforcement of these guidelines shall be at the sole discretion of the Director of the Department of Administration. The Government of Guam shall have no liability with regard to the alleged or actual failure to enforce these guidelines.

D. EXPENSES

1. A Personnel/Payroll Officers meeting will be conducted prior to the Open Enrollment Period. The purpose of this meeting is to advise all department representatives of the benefits available and premiums for the life insurance program. The insurance company awarded the contract will conduct and provide training at the Personnel/Payroll meeting. The insurance company awarded the contract will secure and absorb the cost of the Personnel/Payroll Officers Meeting. Specifications will be provided by the Government.
2. All expenses involved in the preparation and distribution of marketing materials shall be born by the respective carrier. The Government of Guam shall have no liability with regard to any marketing materials or any costs which may be incurred because of any alleged or actual delay in the approval or a carrier's marketing materials.

E. AGREEMENT TO MARKETING GUIDELINES

By signing below, the offeror agrees to comply with the Marketing Guidelines.

Insurance Company: _____

Print/Signature/Date _____

EXHIBIT N
DOL Wage Determination

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS
ADMINISTRATION		
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-
5694		
Daniel W. Simms	Division of	Revision No.: 12
Director	Wage Determinations	Date Of Last Revision:
07/24/2020		

Note: Under Executive Order (EO) 13658 an hourly minimum

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

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

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

OCCUPATION CODE - TITLE
RATE

FOOTNOTE

01000 - Administrative Support And Clerical Occupations
 01011 - Accounting Clerk I
 13.57
 01012 - Accounting Clerk II
 15.23
 01013 - Accounting Clerk III
 17.04
 01020 - Administrative Assistant
 21.43
 01035 - Court Reporter
 17.40
 01041 - Customer Service Representative I
 11.51
 01042 - Customer Service Representative II
 12.94
 01043 - Customer Service Representative III
 14.12
 01051 - Data Entry Operator I
 12.15
 01052 - Data Entry Operator II
 13.25
 01060 - Dispatcher Motor Vehicle
 15.81
 01070 - Document Preparation Clerk
 13.85
 01090 - Duplicating Machine Operator
 13.85
 01111 - General Clerk I
 10.35
 01112 - General Clerk II
 11.29
 01113 - General Clerk III
 12.68
 01120 - Housing Referral Assistant
 19.39
 01141 - Messenger Courier
 11.37
 01191 - Order Clerk I
 12.57
 01192 - Order Clerk II
 13.71
 01261 - Personnel Assistant (Employment) I
 15.95
 01262 - Personnel Assistant (Employment) II
 17.85
 01263 - Personnel Assistant (Employment) III
 19.89
 01270 - Production Control Clerk
 21.78
 01290 - Rental Clerk
 11.10
 01300 - Scheduler Maintenance
 15.55

01311 - Secretary I
 15.55
 01312 - Secretary II
 17.40
 01313 - Secretary III
 19.39
 01320 - Service Order Dispatcher
 14.00
 01410 - Supply Technician
 21.43
 01420 - Survey Worker
 16.79
 01460 - Switchboard Operator/Receptionist
 9.67
 01531 - Travel Clerk I
 13.01
 01532 - Travel Clerk II
 14.12
 01533 - Travel Clerk III
 15.09
 01611 - Word Processor I
 14.53
 01612 - Word Processor II
 16.31
 01613 - Word Processor III
 18.26
 05000 - Automotive Service Occupations
 05005 - Automobile Body Repairer Fiberglass
 14.82
 05010 - Automotive Electrician
 13.92
 05040 - Automotive Glass Installer
 13.02
 05070 - Automotive Worker
 13.02
 05110 - Mobile Equipment Servicer
 11.16
 05130 - Motor Equipment Metal Mechanic
 14.82
 05160 - Motor Equipment Metal Worker
 13.02
 05190 - Motor Vehicle Mechanic
 14.82
 05220 - Motor Vehicle Mechanic Helper
 10.22
 05250 - Motor Vehicle Upholstery Worker
 12.11
 05280 - Motor Vehicle Wrecker
 13.02
 05310 - Painter Automotive
 13.92
 05340 - Radiator Repair Specialist
 13.02

05370 - Tire Repairer
 12.34
 05400 - Transmission Repair Specialist
 14.82
 07000 - Food Preparation And Service Occupations
 07010 - Baker
 10.47
 07041 - Cook I
 12.05
 07042 - Cook II
 14.05
 07070 - Dishwasher
 9.28
 07130 - Food Service Worker
 9.34
 07210 - Meat Cutter
 11.86
 07260 - Waiter/Waitress
 9.23
 09000 - Furniture Maintenance And Repair Occupations
 09010 - Electrostatic Spray Painter
 18.04
 09040 - Furniture Handler
 10.95
 09080 - Furniture Refinisher
 18.04
 09090 - Furniture Refinisher Helper
 13.27
 09110 - Furniture Repairer Minor
 15.70
 09130 - Upholsterer
 18.04
 11000 - General Services And Support Occupations
 11030 - Cleaner Vehicles
 9.35
 11060 - Elevator Operator
 9.35
 11090 - Gardener
 13.00
 11122 - Housekeeping Aide
 9.44
 11150 - Janitor
 9.44
 11210 - Laborer Grounds Maintenance
 9.82
 11240 - Maid or Houseman
 9.26
 11260 - Pruner
 8.79
 11270 - Tractor Operator
 11.90
 11330 - Trail Maintenance Worker
 9.82

11360 - Window Cleaner
 10.54
 12000 - Health Occupations
 12010 - Ambulance Driver
 17.77
 12011 - Breath Alcohol Technician
 17.77
 12012 - Certified Occupational Therapist Assistant
 24.38
 12015 - Certified Physical Therapist Assistant
 24.38
 12020 - Dental Assistant
 15.02
 12025 - Dental Hygienist
 32.84
 12030 - EKG Technician
 25.99
 12035 - Electroneurodiagnostic Technologist
 25.99
 12040 - Emergency Medical Technician
 17.77
 12071 - Licensed Practical Nurse I
 15.88
 12072 - Licensed Practical Nurse II
 17.77
 12073 - Licensed Practical Nurse III
 19.81
 12100 - Medical Assistant
 12.26
 12130 - Medical Laboratory Technician
 18.82
 12160 - Medical Record Clerk
 13.61
 12190 - Medical Record Technician
 17.77
 12195 - Medical Transcriptionist
 15.88
 12210 - Nuclear Medicine Technologist
 39.04
 12221 - Nursing Assistant I
 11.34
 12222 - Nursing Assistant II
 12.75
 12223 - Nursing Assistant III
 13.91
 12224 - Nursing Assistant IV
 15.61
 12235 - Optical Dispenser
 17.77
 12236 - Optical Technician
 15.88
 12250 - Pharmacy Technician
 15.49

12280 - Phlebotomist
 15.33
 12305 - Radiologic Technologist
 23.03
 12311 - Registered Nurse I
 22.53
 12312 - Registered Nurse II
 27.56
 12313 - Registered Nurse II Specialist
 27.56
 12314 - Registered Nurse III
 33.34
 12315 - Registered Nurse III Anesthetist
 33.34
 12316 - Registered Nurse IV
 39.96
 12317 - Scheduler (Drug and Alcohol Testing)
 22.01
 12320 - Substance Abuse Treatment Counselor
 22.01
 13000 - Information And Arts Occupations
 13011 - Exhibits Specialist I
 20.35
 13012 - Exhibits Specialist II
 25.20
 13013 - Exhibits Specialist III
 30.83
 13041 - Illustrator I
 20.35
 13042 - Illustrator II
 25.20
 13043 - Illustrator III
 30.83
 13047 - Librarian
 27.91
 13050 - Library Aide/Clerk
 16.20
 13054 - Library Information Technology Systems
 25.20
 Administrator
 13058 - Library Technician
 16.64
 13061 - Media Specialist I
 18.18
 13062 - Media Specialist II
 20.35
 13063 - Media Specialist III
 22.68
 13071 - Photographer I
 18.18
 13072 - Photographer II
 20.35
 13073 - Photographer III
 25.20

13074 - Photographer IV
 30.83
 13075 - Photographer V
 37.30
 13090 - Technical Order Library Clerk
 20.35
 13110 - Video Teleconference Technician
 17.38
 14000 - Information Technology Occupations
 14041 - Computer Operator I
 15.71
 14042 - Computer Operator II
 17.22
 14043 - Computer Operator III
 19.19
 14044 - Computer Operator IV
 21.33
 14045 - Computer Operator V
 23.62
 14071 - Computer Programmer I (see 1)
 15.73
 14072 - Computer Programmer II (see 1)
 19.50
 14073 - Computer Programmer III (see 1)
 23.84
 14074 - Computer Programmer IV (see 1)
 14101 - Computer Systems Analyst I (see 1)
 24.23
 14102 - Computer Systems Analyst II (see 1)
 14103 - Computer Systems Analyst III (see 1)
 14150 - Peripheral Equipment Operator
 15.71
 14160 - Personal Computer Support Technician
 21.33
 14170 - System Support Specialist
 21.24
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 24.23
 15020 - Aircrew Training Devices Instructor (Rated)
 29.32
 15030 - Air Crew Training Devices Instructor (Pilot)
 34.91
 15050 - Computer Based Training Specialist / Instructor
 24.23
 15060 - Educational Technologist
 27.61
 15070 - Flight Instructor (Pilot)
 34.91
 15080 - Graphic Artist
 20.47
 15085 - Maintenance Test Pilot Fixed Jet/Prop
 34.91

15086 - Maintenance Test Pilot Rotary Wing
 34.91
 15088 - Non-Maintenance Test/Co-Pilot
 34.91
 15090 - Technical Instructor
 17.67
 15095 - Technical Instructor/Course Developer
 21.62
 15110 - Test Proctor
 14.27
 15120 - Tutor
 14.27
 16000 - Laundry Dry-Cleaning Pressing And Related Occupations
 16010 - Assembler
 9.88
 16030 - Counter Attendant
 9.88
 16040 - Dry Cleaner
 11.30
 16070 - Finisher Flatwork Machine
 9.88
 16090 - Presser Hand
 9.88
 16110 - Presser Machine Drycleaning
 9.88
 16130 - Presser Machine Shirts
 9.88
 16160 - Presser Machine Wearing Apparel Laundry
 9.88
 16190 - Sewing Machine Operator
 11.94
 16220 - Tailor
 12.44
 16250 - Washer Machine
 10.36
 19000 - Machine Tool Operation And Repair Occupations
 19010 - Machine-Tool Operator (Tool Room)
 18.04
 19040 - Tool And Die Maker
 22.67
 21000 - Materials Handling And Packing Occupations
 21020 - Forklift Operator
 13.96
 21030 - Material Coordinator
 21.78
 21040 - Material Expediter
 21.78
 21050 - Material Handling Laborer
 11.37
 21071 - Order Filler
 9.66
 21080 - Production Line Worker (Food Processing)
 13.96

21110 - Shipping Packer
 15.92
 21130 - Shipping/Receiving Clerk
 15.92
 21140 - Store Worker I
 14.76
 21150 - Stock Clerk
 20.75
 21210 - Tools And Parts Attendant
 13.96
 21410 - Warehouse Specialist
 13.96
 23000 - Mechanics And Maintenance And Repair Occupations
 23010 - Aerospace Structural Welder
 22.76
 23019 - Aircraft Logs and Records Technician
 17.70
 23021 - Aircraft Mechanic I
 21.67
 23022 - Aircraft Mechanic II
 22.76
 23023 - Aircraft Mechanic III
 23.91
 23040 - Aircraft Mechanic Helper
 15.07
 23050 - Aircraft Painter
 20.35
 23060 - Aircraft Servicer
 17.70
 23070 - Aircraft Survival Flight Equipment Technician
 20.35
 23080 - Aircraft Worker
 19.12
 23091 - Aircrew Life Support Equipment (ALSE) Mechanic
 19.12
 I
 23092 - Aircrew Life Support Equipment (ALSE) Mechanic
 21.67
 II
 23110 - Appliance Mechanic
 18.04
 23120 - Bicycle Repairer
 14.49
 23125 - Cable Splicer
 19.59
 23130 - Carpenter Maintenance
 16.07
 23140 - Carpet Layer
 16.86
 23160 - Electrician Maintenance
 18.05
 23181 - Electronics Technician Maintenance I
 16.86

23182 - Electronics Technician Maintenance II
 18.04
 23183 - Electronics Technician Maintenance III
 19.55
 23260 - Fabric Worker
 15.70
 23290 - Fire Alarm System Mechanic
 15.43
 23310 - Fire Extinguisher Repairer
 14.49
 23311 - Fuel Distribution System Mechanic
 19.21
 23312 - Fuel Distribution System Operator
 14.49
 23370 - General Maintenance Worker
 11.96
 23380 - Ground Support Equipment Mechanic
 21.67
 23381 - Ground Support Equipment Servicer
 17.70
 23382 - Ground Support Equipment Worker
 19.12
 23391 - Gunsmith I
 14.49
 23392 - Gunsmith II
 16.86
 23393 - Gunsmith III
 19.21
 23410 - Heating Ventilation And Air-Conditioning
 17.16
 Mechanic
 23411 - Heating Ventilation And Air Contidioning
 18.25
 Mechanic (Research Facility)
 23430 - Heavy Equipment Mechanic
 18.35
 23440 - Heavy Equipment Operator
 17.12
 23460 - Instrument Mechanic
 19.21
 23465 - Laboratory/Shelter Mechanic
 18.04
 23470 - Laborer
 11.37
 23510 - Locksmith
 18.04
 23530 - Machinery Maintenance Mechanic
 23.13
 23550 - Machinist Maintenance
 19.21
 23580 - Maintenance Trades Helper
 10.67
 23591 - Metrology Technician I
 19.21

23592 - Metrology Technician II
 20.42
 23593 - Metrology Technician III
 21.63
 23640 - Millwright
 19.21
 23710 - Office Appliance Repairer
 18.04
 23760 - Painter Maintenance
 13.95
 23790 - Pipefitter Maintenance
 18.39
 23810 - Plumber Maintenance
 17.27
 23820 - Pneudraulic Systems Mechanic
 19.21
 23850 - Rigger
 19.21
 23870 - Scale Mechanic
 16.86
 23890 - Sheet-Metal Worker Maintenance
 16.09
 23910 - Small Engine Mechanic
 16.86
 23931 - Telecommunications Mechanic I
 19.01
 23932 - Telecommunications Mechanic II
 19.91
 23950 - Telephone Lineman
 18.24
 23960 - Welder Combination Maintenance
 17.95
 23965 - Well Driller
 19.21
 23970 - Woodcraft Worker
 19.21
 23980 - Woodworker
 14.49
 24000 - Personal Needs Occupations
 24550 - Case Manager
 14.72
 24570 - Child Care Attendant
 10.09
 24580 - Child Care Center Clerk
 13.25
 24610 - Chore Aide
 11.62
 24620 - Family Readiness And Support Services
 14.72
 Coordinator
 24630 - Homemaker
 16.12
 25000 - Plant And System Operations Occupations

25010 - Boiler Tender
 19.21
 25040 - Sewage Plant Operator
 21.59
 25070 - Stationary Engineer
 19.21
 25190 - Ventilation Equipment Tender
 13.27
 25210 - Water Treatment Plant Operator
 21.59
 27000 - Protective Service Occupations
 27004 - Alarm Monitor
 10.90
 27007 - Baggage Inspector
 9.40
 27008 - Corrections Officer
 12.05
 27010 - Court Security Officer
 12.05
 27030 - Detection Dog Handler
 10.90
 27040 - Detention Officer
 12.05
 27070 - Firefighter
 12.05
 27101 - Guard I
 9.40
 27102 - Guard II
 10.90
 27131 - Police Officer I
 12.05
 27132 - Police Officer II
 13.40
 28000 - Recreation Occupations
 28041 - Carnival Equipment Operator
 12.79
 28042 - Carnival Equipment Repairer
 13.97
 28043 - Carnival Worker
 9.45
 28210 - Gate Attendant/Gate Tender
 13.18
 28310 - Lifeguard
 11.01
 28350 - Park Attendant (Aide)
 14.74
 28510 - Recreation Aide/Health Facility Attendant
 11.84
 28515 - Recreation Specialist
 18.26
 28630 - Sports Official
 11.74
 28690 - Swimming Pool Operator
 17.71

29000 - Stevedoring/Longshoremen Occupational Services
 29010 - Blocker And Bracer
 23.62
 29020 - Hatch Tender
 23.62
 29030 - Line Handler
 23.62
 29041 - Stevedore I
 21.98
 29042 - Stevedore II
 25.26
 30000 - Technical Occupations
 30010 - Air Traffic Control Specialist Center (HFO) (see 2)
 39.89
 30011 - Air Traffic Control Specialist Station (HFO) (see 2)
 27.50
 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)
 30.29
 30021 - Archeological Technician I
 17.49
 30022 - Archeological Technician II
 19.56
 30023 - Archeological Technician III
 24.21
 30030 - Cartographic Technician
 23.18
 30040 - Civil Engineering Technician
 23.08
 30051 - Cryogenic Technician I
 25.57
 30052 - Cryogenic Technician II
 28.24
 30061 - Drafter/CAD Operator I
 17.49
 30062 - Drafter/CAD Operator II
 19.56
 30063 - Drafter/CAD Operator III
 20.77
 30064 - Drafter/CAD Operator IV
 25.57
 30081 - Engineering Technician I
 14.84
 30082 - Engineering Technician II
 16.66
 30083 - Engineering Technician III
 18.64
 30084 - Engineering Technician IV
 23.08
 30085 - Engineering Technician V
 28.24
 30086 - Engineering Technician VI
 34.16
 30090 - Environmental Technician
 23.08

30095 - Evidence Control Specialist
 23.08
 30210 - Laboratory Technician
 20.77
 30221 - Latent Fingerprint Technician I
 25.57
 30222 - Latent Fingerprint Technician II
 28.24
 30240 - Mathematical Technician
 23.34
 30361 - Paralegal/Legal Assistant I
 19.44
 30362 - Paralegal/Legal Assistant II
 23.94
 30363 - Paralegal/Legal Assistant III
 29.29
 30364 - Paralegal/Legal Assistant IV
 35.44
 30375 - Petroleum Supply Specialist
 28.24
 30390 - Photo-Optics Technician
 21.93
 30395 - Radiation Control Technician
 28.24
 30461 - Technical Writer I
 23.08
 30462 - Technical Writer II
 28.24
 30463 - Technical Writer III
 34.16
 30491 - Unexploded Ordnance (UXO) Technician I
 25.35
 30492 - Unexploded Ordnance (UXO) Technician II
 30.67
 30493 - Unexploded Ordnance (UXO) Technician III
 36.76
 30494 - Unexploded (UXO) Safety Escort
 25.35
 30495 - Unexploded (UXO) Sweep Personnel
 25.35
 30501 - Weather Forecaster I
 25.57
 30502 - Weather Forecaster II
 31.09
 30620 - Weather Observer Combined Upper Air Or (see 2)
 20.77
 Surface Programs
 30621 - Weather Observer Senior (see 2)
 23.08
 31000 - Transportation/Mobile Equipment Operation Occupations
 31010 - Airplane Pilot
 30.67
 31020 - Bus Aide
 8.15

31030 - Bus Driver
 9.69
 31043 - Driver Courier
 9.69
 31260 - Parking and Lot Attendant
 9.91
 31290 - Shuttle Bus Driver
 10.59
 31310 - Taxi Driver
 10.37
 31361 - Truckdriver Light
 10.59
 31362 - Truckdriver Medium
 11.61
 31363 - Truckdriver Heavy
 13.92
 31364 - Truckdriver Tractor-Trailer
 13.92
 99000 - Miscellaneous Occupations
 99020 - Cabin Safety Specialist
 14.95
 99030 - Cashier
 9.48
 99050 - Desk Clerk
 9.70
 99095 - Embalmer
 25.35
 99130 - Flight Follower
 25.35
 99251 - Laboratory Animal Caretaker I
 22.67
 99252 - Laboratory Animal Caretaker II
 24.77
 99260 - Marketing Analyst
 21.54
 99310 - Mortician
 25.35
 99410 - Pest Controller
 14.61
 99510 - Photofinishing Worker
 13.32
 99710 - Recycling Laborer
 15.75
 99711 - Recycling Specialist
 21.66
 99730 - Refuse Collector
 14.91
 99810 - Sales Clerk
 9.66
 99820 - School Crossing Guard
 16.75
 99830 - Survey Party Chief
 22.02

99831 - Surveying Aide
12.52
99832 - Surveying Technician
16.27
99840 - Vending Machine Attendant
22.67
99841 - Vending Machine Repairer
28.88
99842 - Vending Machine Repairer Helper
22.67

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension

plans civic and personal leave severance pay and savings and thrift plans.
Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made

the responsibility of the employee all contractors and subcontractors
subject to
this wage determination shall (in the absence of a bona fide collective
bargaining
agreement providing for a different amount or the furnishing of contrary
affirmative proof as to the actual cost) reimburse all employees for such
cleaning
and maintenance at a rate of \$3.35 per week (or \$.67 cents per day).
However in
those instances where the uniforms furnished are made of "wash and
wear"
materials may be routinely washed and dried with other personal garments
and do
not require any special treatment such as dry cleaning daily washing or
commercial
laundering in order to meet the cleanliness or appearance standards set
by the terms
of the Government contract by the contractor by law or by the nature of
the work
there is no requirement that employees be reimbursed for uniform
maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee
which is
not listed herein and which is to be employed under the contract (i.e.
the work to
be performed is not performed by any classification listed in the wage
determination) be classified by the contractor so as to provide a
reasonable

relationship (i.e. appropriate level of skill comparison) between such
unlisted
classifications and the classifications listed in the wage determination
(See 29 CFR
4.6(b)(2)(i)). Such conforming procedures shall be initiated by the
contractor
prior to the performance of contract work by such unlisted class(es) of
employees
(See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a
final
determination of conformed classification wage rate and/or fringe
benefits which
shall be paid to all employees performing in the classification from the
first day
of work on which contract work is performed by them in the
classification. Failure
to pay such unlisted employees the compensation agreed upon by the
interested
parties and/or fully determined by the Wage and Hour Division retroactive
to the
date such class of employees commenced contract work shall be a violation
of the Act
and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage
determinations are
included in a contract a separate SF-1444 should be prepared for each
wage
determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a
conformed
occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing
in order
the proposed classification title(s) a Federal grade equivalency (FGE)
for each
proposed classification(s) job description(s) and rationale for proposed
wage
rate(s) including information regarding the agreement or disagreement of
the
authorized representative of the employees involved or where there is no
authorized
representative the employees themselves. This report should be submitted
to the
contracting officer no later than 30 days after such unlisted class(es)
of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide

classifications listed in the wage determination (See 29 CFR
4.152(c)(1))."