



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**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)

October 19, 2021

Procurement No.: DOA/HRD/EB-RFP-BA-22-002

Dear Prospective Offeror:

Buenas yan Hafa Adai! We would like to thank you for your interest in submitting a proposal to provide actuarial consulting services for the Government of Guam's Group Health and Life Insurance Programs.

The Government of Guam (Government) is issuing a Request for Proposal (RFP) for all interested actuaries or other recognized experts in health and life insurance benefits, authorized to conduct business on Guam under the laws of Guam to provide actuarial consulting services for the Government of Guam's group health and life insurance programs. 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; and naomi.sablan@doa.guam.gov. In the event any amendments or information to the RFP are issued, the acknowledgement will ensure that all interested parties are informed of such change(s). The Government 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



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



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

ACKNOWLEDGEMENT OF RECEIPT OF RFP

Procurement No.: **DOA/HRD/EB-BA-22-002**

Attention: Human Resources Division, Employee Benefits Branch

From: _____

Subject: Registration of interest to provide Actuarial Services

To register as an interested company or potential offeror, you must complete and email the following Acknowledgment of Receipt to the following individuals: leonora.candaso@doa.guam.gov; michele.rabon@doa.guam.gov, and naomi.sablan@doa.guam.gov by **October 25, 2021**, CHamoru Standard Time (Guam time). The Government 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 interested are advised to register as soon as the RFP is retrieved from the Department of Administration's website.

FY2022 Government of Guam Actuarial Services	
Date:	
Company Name:	
Contact Person & Title:	
Contact Information:	Telephone No.: ()
	Telephone No.: ()
	Email Address:
	Email Address:
Mailing Address:	
Street Address:	



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
DIRECTOR'S OFFICE
(Ufisinan Direktot)
Telephone (Telfon): (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-BA-22-002

Description: FY2022 Actuary or other recognized expert
Request for Proposal (RFP)

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Offerors shall carefully read all sections of this Request for Proposal (RFP) and be informed of all its terms and conditions. Offerors are especially alerted to the sections entitled **"Proposal Content 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.

1. All proposals must be submitted electronically and received by the Director of the Department of Administration no later than **4:00 p.m., November 17, 2021. CHamoru Standard Time.** The complete set of proposals 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. Any delays caused by technological issues or unforeseen circumstances will not extend the due date or time.

2. Declaration Forms

- a. The government requires six (6) different declarations (Forms A, B, C, D, E, and F).
- b. Form A, Declaration Disclosing Ownership, Influence, Commissions and Conflicts of Interest, must be made between the dates 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 offeror submits the proposal.
- c. One original of each form must be submitted with the original proposal. The original form shall be submitted with the original proposal and the copies shall be submitted with the proposal copies.

3. Cost proposals should not be submitted until instructed to do so by the Government. Cost proposals, when requested, must be submitted within timeline prescribed by the Government,

4. A copy of the current business license must be submitted together with the proposal. Otherwise, a license must be obtained prior to the conclusion of negotiations, if selected.

5. This solicitation does not commit the Government to award a contract, to pay costs incurred, or contract for any services.



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
DIRECTOR'S OFFICE
(Ufisinan Direktot)
Telephone (Telfon): (671) 475-1101/1250



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

6. The Government will not conduct any negotiations with multiple agents who are representing the same actuarial firm.
7. Prospective offerors are required to register as an interested party by completing the "Acknowledgement of Receipt of RFP" (Acknowledgement) and submit such by **October 25, 2021, CHamoru Standard Time.**
8. All questions regarding this RFP must be submitted in writing in Word or in email, not PDF, and received by the Director of the Department of Administration as instructed in the RFP. Prospective offerors are encouraged to submit their questions as soon as they are formulated, although the due date is no later than **4:00 p.m., October 26, 2021, CHamoru Standard Time.**
9. The RFP is also available at the Department of Administration, Human Resources website at www.hr.doa.guam.gov.



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**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)

DEPARTMENT OF ADMINISTRATION

Procurement No.: **DOA/HRD/EB-RFP-BA-22-002**

FISCAL YEAR 2022
HEALTH AND LIFE INSURANCE ACTUARY
OR OTHER RECOGNIZED EXPERT
REQUEST FOR PROPOSAL (RFP)



EDWARD M. BIRN
Director (*Direktot*)
BERNADINE C. GINES
Deputy Director (*Sigundo Direktot*)

**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*)

TABLE OF CONTENTS

GENERAL INFORMATION	7
DESCRIPTION OF SERVICES AND QUALIFICATIONS	11
PROPOSAL CONTENTS, REQUIREMENTS AND INSTRUCTIONS	16
GENERAL PROCEDURES	21
EXHIBIT A - Form A, Declaration re Ownership, Commissions and Conflict of Interest	25
EXHIBIT A - Form B, Declaration re Non-Collusion	30
EXHIBIT A - Form C, Declaration re No Gratuities or Kickbacks	31
EXHIBIT A - Form D, Declaration re Ethical Standards	32
EXHIBIT A - Form E, Declaration re Contingent Fees	33
EXHIBIT A - Form F, Declaration re Compliance with U.S. DOL Wage Determinations	34
EXHIBIT B - 2 GAR Div. 4 §3114	35
EXHIBIT C - EVALUATION FORM	45
EXHIBIT D - WAGE DETERMINATION	48
Draft Contract	



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



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

I. GENERAL INFORMATION

A. Purpose and Background

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

Relative to health insurance, pursuant to Public Law 35-92 codified at Title 4, Chapter 4, Article 3 Section 4302(c)(9) of the Guam Code Annotated, the FY2022 Group Health Insurance was concluded and the most economical and beneficial health insurance proposals were forwarded to *I Maga'hagan Guahan*. *I Maga'hagan Guahan* approved the following carriers: 1) TakeCare Insurance plan – most economical and beneficial health insurance non-exclusive plan: PPO1500, HSA2000, and Retiree Supplemental Plan (RSP); and 2) Tokio Marine, Pacific Insurance Limited (SelectCare Insurance Plan) – qualified health insurance non-exclusive plan: PPO1500, HSA2000, and Retirement Supplemental Plan (RSP); exclusive Foster plan, exclusive Government self-funded Dental Plan. Employees and retirees have the option to choose the higher cost insurance plan but any difference in premiums between the selected plan and the most economical and beneficial plan shall be paid by the employee or retiree at their own cost.

Health Insurance contracts are for one (1) year. Health benefits are negotiated annually with the benefit plan year beginning every 1st of October. The subscriber enrollment for the health insurance is approximately 13,000. Employees are eligible for insurance upon employment. Retirees and survivors are eligible as of the date their status takes effect. All retirees and survivors of a retiree who are enrolled in both Medicare Parts A and B are required to enroll in the RSP as mandated in Public Law 34-95. Medicare premiums are reimbursed by the Government for those enrolled in the RSP.

Relative to life insurance, pursuant to Title 4, Chapter 4 of the Guam Code Annotated, Section 4303, and the Government has concluded its FY2021 Group Life Insurance Negotiations whereby the award went to the following exclusive offeror, Standard Insurance Company, to provide life insurance to employees, retirees and survivors.

The current life insurance contract is for a three (3) year term valid from July 1, 2021 until May 31, 2024. Thereafter, the Government may renew the contract on an annual basis, up to a maximum of two (2) additional one-year renewals, to 2026. Employees are eligible for life insurance benefits upon serving six (6) consecutive months of employment and may elect supplemental coverage of \$30,000 to \$130,000. Retirees and survivors are eligible as of the date their status takes effect. Retirees may elect supplemental coverage amounts of \$5,000, \$10,000 and \$15,000. Survivors are not eligible for supplemental coverage. Employees, retirees and survivors are covered for the

DOA/HRD/EB-BA-22-002 Page 7 of 48



EDWARD M. BIRN
Director (*Direktot*)
BERNADINE C. GINES
Deputy Director (*Sigundo Direktot*)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



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

Basic \$10,000 coverage with premiums paid by the government. Life insurance benefits include accidental death and dismemberment (AD&D) and living benefit rider (LBR). 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.

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 B. Other sections of Guam procurement regulations found at 2 GAR, Div. 4 §§1101-12601 may be applicable and are not duplicated in Exhibit B.

The Guam Code Annotated (GCA) and the Guam Administrative Rules and Regulations (GARR) are available from the website of Guam's Compiler of Laws found at <http://www.guamcourts.org/CompilerofLaws/index.html>.

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.

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 if services; (b) that a reasonable inquiry has been conducted on the availability of actuarial services, and the Government does not provide this type of services; (c) that the service provider or providers shall be an independent contractor to the government; and (d) that the government has developed, and fully intends to implement, a written plan for utilizing such services as will be included in the contractual statement of work.

D. All parties to act in good faith

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



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

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)

E. Liability for costs to prepare proposal

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

F. Applicability of Guam procurement law

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

G. Licensing and other statutory requirements

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

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

The RFP is also available on-line at the Department's website 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 completing the "Acknowledgement of Receipt of RFP" form and emailing the acknowledgment to leonora.candaso@doa.guam.gov; michele.rabon@doa.guam.gov; and naomi.sablan@doa.guam.gov. Only registered companies are assured of receiving any amendments to the RFP and responses to inquiries.

I. Restrictions against sex offenders

If a contract is awarded, then the offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28 Article 2, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

If any employee of an offeror is providing services on Government property and is convicted subsequent to an award of a contract, then the offeror warrants that it will notify the Government



EDWARD M. BIRN
Director (*Direktot*)
BERNADINE C. GINES
Deputy Director (*Sigundo Direktot*)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



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

of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on Government property.

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

J. Duration of contract

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

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

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

K. Confidentiality and proprietary information

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

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



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

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)

L. Time is on the essence

The Government intends for the services requested by the RFP to be into effect by November or December 2021. The FY2023 group plan year will take effect on October 1, 2022 and therefore the Government must commence its planning immediately for the health RFP to be issued by March 2022. The life insurance contract is valid for a three (3) year term from July 1, 2021 until May 31, 2024. Thereafter, the Government may renew the contract on an annual basis, up to a maximum of two (2) additional one-year renewals, to 2026.

M. Type of contract

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

II. DESCRIPTION OF SERVICES AND QUALIFICATIONS

A. Description of services

The selected contractor will provide consulting services to the Government of Guam Negotiating Team consisting of 11 members (9 voting members and 2 non-voting members) during contract negotiations and the Department of Administration relating to various aspects of the Government of Guam's group health and life insurance programs, as follows:

1. To provide actuarial advice and consulting services to the Government of Guam's Group Health and Life Insurance Negotiating Teams and to act as the lead negotiator in negotiations with health and life insurance carriers. The Consultant will have no decision-making authority during contract negotiations. These services will also be required for future years as set out in Section I. J, Duration of Contract.
2. Technical direction shall only be provided by the Department of Administration Director or the Employee Benefits team. Any requests for tasks made by the Government of Guam's Group Health and Life Insurance Negotiating Teams, must be approved by the Department of Administration prior to execution. Evaluation, acceptance of reports, recommendations, or other deliverables must be submitted to the Department Administration for initial review and approval before presenting to the negotiating team.

Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

- a. Requires additional work outside the scope of the contract or task order;
- b. Causes an increase or decrease in the estimated cost of the contract or task order;
- c. Alters the period of performance of the contract or task order; or



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



LOURDES A. LEON GUERRERO
Governor (Maga'hága)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'láhi)

Changes any of the other terms or conditions of the contract or task order.

Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance.

Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any other official other than authorized DOA personnel, shall be at the contractor's risk.

The Consultant shall provide expert advice to the Negotiating team during negotiations with each carrier determined as eligible to service the Government of Guam account under applicable laws of Guam and the U.S. Federal Government. Consultants may provide a plan to conduct negotiations on-site or virtually and identify differences in costs for both platforms. Consultants are reminded not to submit cost proposals until instructed to do so by the Government.

3. Health negotiations are normally conducted in June for a period of approximately two to three (3) consecutive weeks, depending on the number of carriers. A non-exclusive proposal means a proposal based upon the assumption that the Government will contract with up to three health insurance carriers, that negotiate best and final offers with the Negotiating Team. If only two Health Insurance Carriers submit qualified proposals the non-exclusive proposal shall mean a proposal based upon the assumption that the Government will contract with two Health Insurance Carriers that negotiate best and final offers with the Negotiating Team. Pursuant to 4 GCA §4302(c)(9), the Negotiating Team upon selection and review of the best available proposal by participating healthcare respondent(s)/provider(s), which reflect the most economical and beneficial healthcare insurance proposal plans for government of Guam employees and retirees, and foster children, shall forward the three (3) highest ranking qualified proposals to *I Maga'hagan Guahan* for consideration and selection of the most economical and beneficial health insurance plan. Notwithstanding any other provision of law, rule, or regulation, of the remaining qualifying plans, the employee or retiree may choose one (1) of the remaining qualified plans, and any difference in premiums shall be paid by the employee or retiree at their own cost. Notwithstanding any other provision of law, rule, or regulation, the most economical and beneficial healthcare insurance proposal plan for the government of Guam employees and retirees, and foster children, shall be defined as the lowest cost option. Health insurance benefits commence every October 1st.
4. Life insurance negotiations are conducted prior to expiration of the contract for approximately one (1) to two (2) weeks. The current contract will expire on June 2024 unless arrangements are made to renew the contract pursuant to the terms of the life insurance renewal clause. The consultant will assist the government with negotiating rate renewal options if the Government so chooses to do so.



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**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)

5. The consultant shall conduct a self-funded feasibility study that covers: 1) Financial feasibility based on claims data: current and projected financial costs, risk management; 2.) Coverage needs - preparation of plan designs customized to the Government's medical trends, stop-loss coverage; 3.) Administration and compliance – establishing plan administration - roles of the Third-Party Administrator and the Governments, claims administration; 4) Possibility of including uninsured patients (e.g., Medically Indigent Program). Assists in preparation of the self-funded Request for Proposal to ensure its applicability with local and federal statutes.
6. The Consultant shall make best efforts to ensure that the negotiated premiums represent a fair expenditure in return for the contract arrangement with such carrier or carriers. Consultants shall assess any financial risks and advise of targeted premium rates in line with claims experience.
7. Consultant shall also present various rate contribution scenarios at the conclusion of negotiations to be included in the Governor's briefing memo.
8. The Consultant shall prepare all documents and materials for issuance in the Request for Proposal. The Consultant shall advise the Government of any necessary data and work with insurance carriers to obtain such data needed prior to the issuance of an RFP. Consultant shall prepare claims data needed by carriers to submit proposals.
9. The Consultant shall make best efforts to ensure that the Negotiating Team is made aware of the specificities of the analysis of proposals as submitted by the carriers and provide any recommendations on how to proceed.
10. The Consultant shall develop recommendations relative to employee benefits and financial information requirements.
11. The Consultant shall conduct a full claims audit to analyze the processing and adjudication of claims. The Consultant is authorized to directly obtain any needed information with the insurance carriers to perform the necessary duty. (Please refer to Section III. A8, for more information on submitting costs for this scope of service.)
12. The Consultant shall conduct a full group health insurance premium, claims and utilization audits by member type, plan and class. The audit shall include but not be limited to; a) quantifying the ratios between premiums and claims for active employees plans and retiree plans from fiscal years 2021 through current year by carrier; b) quantifying and comparing the Participating Contract Refund from each carrier based off actual premiums paid and claims paid against the actual amount received per carrier per year; c) quantifying cost impacts to coverage changes from previous fiscal years; d) estimating possible cost impacts to coverage changes to future request for proposals. The Consultant is authorized to directly obtain any needed information with the insurance carriers to perform the



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**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)

necessary duty. (Please refer to Section III, A8, for more information on submitting costs for this scope of service.

13. Consultant will be required to provide assistance towards analyzing and reviewing new group life insurance rate renewals and prior claims experience, if requested by the Department of Administration.
14. The Consultant shall assign and involve in this project only the consulting personnel designated in its proposal. Under no circumstances shall the Consultant assign other consulting personnel without the prior written approval of the Director of the Department of Administration. The Consultant shall ensure that only those designated personnel are to be involved in this project up to its completion date, unless prior written approval is given by the Director of the Department of Administration.
15. The Consultant shall provide a fixed price, monthly retainer arrangement.
16. The Consultant shall perform all assigned tasks as necessary to complete the negotiations.
17. The Consultant shall review all proposals received by the Government. Communications to the carrier(s) may be made by the Consultant on behalf of the Government to obtain additional information pursuant to the carrier's proposals and in preparation for negotiations.
18. The Consultant may be required to perform services on behalf of the Government during arbitration and litigation. The Consultant may propose an expansion to its basic contract should such additional services be required.
19. The Consultant may be required to perform other related work relative to group health and life insurance on behalf of the Government. The Consultant may propose an expansion to the Agreement.
20. The Consultant shall provide a detailed analysis of financial statements submitted by carriers. This analysis shall be presented to the Negotiating Team in an acceptable manner.
21. The Consultant shall prepare, update and review all contracts, as necessary to ensure compliance of all negotiated agreements. Signing of insurance contracts shall be completed prior to the commencement of the Open Enrollment Period. Verifying information in communication materials may also be requested.
22. The Consultant, shall at the conclusion of negotiations, submit a written summary report of negotiated benefits to include cost impacts, if any, to the plan. If necessary, the Consultant shall brief the Governor on such outcome of negotiations.



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



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

23. Consultant will be required to assist in the review of health and life insurance contract language to ensure compliance of negotiated items.
24. All working papers, reports and other documents originated or developed by the Consultant are the property of the Government of Guam. Contractors shall not withhold any data, information and other materials produced under this contract and shall remain the Government's sole and exclusive property. All documents shall be confidential and shall be used strictly for the Government to carry out its responsibilities. All documents shall be turned over to the Government upon conclusion of the study.
25. The Consultant shall perform a comprehensive cost analysis on Medicare Reimbursements against the Government's Retiree Supplemental Plan to determine if this process has a realized saving.
26. The Consultant may provide services on-site or virtually and provide the necessary technical or web conferencing platform to host all discussions and meetings with the Government of Guam.
27. The Consultant will provide the following deliverables and other deliverables as requested by the Government of Guam:
 - a. Drafting and revising all documents and responses related to the Health Insurance and Life Insurance RFPs and during the solicitation process.
 - b. Written analyses and comparisons of all proposals received and any recommendations for proceeding through the solicitation process.
 - c. Summary of all items discussed and agreed to during negotiations.
 - d. Final report and recommendations on how to proceed.
 - e. All documents, materials, and presentations for the final presentation to the Governor.
 - f. Following the negotiations, the Consultant shall submit a written report and recommendations for the succeeding fiscal year.

B. Minimum qualifications and experiences of consultant

1. Member in good standing with the American Academy of Actuaries or Fellow or Associate of Society of Actuaries; or
2. Other recognized experts in health and life insurance such as experience in providing actuarial services and in rating analysis of insurance benefits, valuation and program administration and development of rules and regulations.
3. Ability to discuss actuarial theory, basis of assumptions, and other actuarial matters in layman's terms;



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**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)

4. Ability to clarify, make inferences, and interpret the financial statements of the carriers.
5. Must have provided an actuarial study for any municipal, state, or national Government; or private company with at least 500 or more employees.
6. Experience in testifying or presenting findings and recommendations before a judicial, legislative and/or administrative body, or senior management in support of actuarial positions with respect to health and life insurance programs or similar concerns; and
7. Experience in insurance procurement and negotiations.

III. PROPOSAL CONTENTS, REQUIREMENTS AND INSTRUCTIONS

A. Proposal contents and requirements

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

1. Cover Letter. Name of offeror, the location of the offeror's principal place of business and type of business. The offeror shall designate a contact person and include his or her address and contact numbers, including email address, if different from the offeror's. The designated person must be able to answer any questions asked by the Government regarding the offeror's proposal and must be able to negotiate the fee and other contract terms. The cover letter must state those portions of the proposal which contain trade secrets or other proprietary data and request
2. Acknowledgment of Receipt of Amendments. If the Government issues any amendments to the RFP, the offeror must acknowledge receipt of each individual amendment in its cover letter.
3. Description of Company. The offeror must provide a brief description of its company, its capabilities.
4. No Conflict of Interest. The offeror must include a statement affirming that there are no conflicts of interest with regard to the services required as stated herein. The offeror and its employees and agents, shall be free from any conflict of interest and association with any of the insurers, the affiliates and ultimate parent companies providing coverage to the Government of Guam's Group Health and Life Insurance Program. Currently the plans servicing the Government are:

HEALTH INSURANCE CARRIER(S):

TakeCare Insurance Company, Inc.



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



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

P.O. Box 6578
Tamuning, Guam 96913

Calvo's SelectCare Insurance
Underwritten by Tokio Marine Pacific Insurance Limited
250 Route 4, Suite 202
Hagåtña, Guam 96910

LIFE INSURANCE CARRIER:

Standard Insurance Company
1100 SW Sixth Avenue
Portland, OR 97207-0711

5. Authorized Signature. All proposals must be signed with the firm name and by an authorized officer, representative, agent, or employee of the offeror. Proof of authority may be requested by the Government.
6. Consistency with 2 GAR Div. 4, § 3114(f)(2). The Guam Procurement Law at 2 GAR Div. 4, §3114(f)(2) describes the minimum factors the Government must evaluate in proposals. Those minimum factors are:
 - a) The plan for performing the required services to include the timeline to conduct the services, and explaining how the services will be performed.
 - b) Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services.
 - c) Personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting and during the term of any resulting contract; and
 - d) Number of year's offeror's business has been in existence and a record of past performance of similar work to include a listing of other contracts under which services similar in scope, size, or discipline to this RFP have been undertaken with contact names, addresses, and telephone numbers.

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



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



LOURDES A. LEON GUERRERO
Governor (Maga'hága)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'láhi)

7. Submission of Guam Business License. All offerors must submit a copy of the 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 award and conclusion of negotiations, and the cover letter must explain that the offeror does not have a current Guam business license or licenses. If a copy of the required business licenses is not submitted by the time and date all the terms and conditions of a contract are agreed to between the parties, then negotiations shall terminate and the offeror's proposal will be disqualified.
8. Submission of Cost Proposal. When requested by the Government, the offeror is asked to provide two separate cost proposals. The cost proposals must include the services for item 10, at Section II, A, DESCRIPTION OF SERVICES AND QUALIFICATIONS, and a separate cost proposal without such service.

All offerors must submit their cost proposal when instructed by the Government. Submission of the price of proposal is a certification by the offeror that the price was independently arrived at without collusion.

9. Submission of Declaration 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 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 from A through F, and they are found in Exhibit A. They must be completed and included with the offeror's proposal. Failure to complete the forms may disqualify the offeror's proposal as being non-responsive.
 - a. Disclosure of Ownership, Influence, Commissions, and Conflict of Interest (Form A). As a condition of bidding and doing business with the Government, an offeror must disclose in the form of a declaration the names of all persons owning more than ten percent of the outstanding interest of the offeror's business at any time during the twelve-month period immediately preceding the date the offeror submits the proposal, including the percentage owned by each person or entity. The disclosure 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 declaration 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



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



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

established commercial or selling agencies maintained by the offeror for the purposes of securing business.

- b. Declaration re Non-Collusion (Form B). The offeror must represent that the offeror 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. Declaration 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, requesting for ruling, determination, claim or controversy, or other particulate 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 of higher tier subcontractor or any person associated therewith, as an inducement of the award of a contract or order.
- d. Declaration 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. Declaration 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 understating for a commission, percentage, brokerage, or other contingent fee or arrangement, except for retention of bona fide employee or bona fide established commercial selling agencies for the purpose of securing business.
- f. Declaration of 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



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



LOURDES A. LEON GUERRERO
Governor (Maga'hága)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'láhi)

§ 5801 and § 5802 regarding wage determination, and the current determination must be attached to the declaration.

B. Proposal instruction

1. Inquiries. All questions regarding this RFP must be submitted in writing and received by the Director of Administration no later than **4:00 p.m. October 26, 2021, CHamoru Standard Time**. Only potential offerors who submitted the Acknowledgement of Receipt may submit written questions. Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on the procurement distribution list. The Government will not respond to inquiries received after the deadline. Oral statements made by the Government are not binding. The Government will respond in writing and send the response via electronic mail. Delivery of inquiries to the Government must be emailed to all individuals as follows:

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

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

2. Sufficiency of Proposals. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive visuals, or other presentations are neither necessary nor desired. The Government will look instead for the quality of the information provided. The onus will be on the offeror to convince the Government of the offeror's capability to perform services through the documentation enumerated above in this paragraph.
3. Multiple Representations of an Insuring Company. For the purposes of negotiating the costs and contractual terms, the actuarial firm shall designate a representative who shall have full authority to make final decisions on behalf of the company. The Government will not conduct negotiations with multiple agents who are representing the same actuarial firm. The Government reserves the right to consider one offeror of the same actuarial firm or consulting firm.
4. Late Proposals. No proposal will be accepted after the deadline for submitting proposals. If a proposal is delivered after the deadline for submission, it will be time-stamped and dated by the Government. However, late proposals are considered non-responsive and will not be considered by the Government.



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

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)

5. Where and How to Submit Proposals. Proposals should be marked "Confidential." All proposals must be submitted electronically and received by the Department of Administration. The complete set of proposals must be received by the 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. Any delays caused by technological issues or unforeseen circumstances will not extend the due date or time. EProposals must be emailed to:

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

6. Due Date and Time for Proposals. All complete electronic proposals must be received by the Department of Administration no later than **4:00 p.m., November 17, 2021. CHamoru Standard Time.** Proposals received after this time and date will not be accepted. Any delays caused by technological issues or unforeseen circumstances will not extend the due date or time.
7. Multiple or Alternate Proposals. Multiple or alternate proposals will not be accepted from the same offeror.

IV. GENERAL PROCEDURES

A. Receipt and registration of proposals

Proposals and modifications to proposals will be time-stamped upon receipt and held 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 reviewed 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 released publicly, nor disclosed to unauthorized persons.

C. Proposal evaluation and negotiation procedure

1. Phase I. Phase I is the initial screening of all proposals to determine whether the minimum requirements specified in the RFP were met, including submission of all declaration forms, and whether the proposals were signed as required (Exhibit C). The lack of any of the declaration forms or other information required to be submitted may be cause for a finding

DOA/HRD/EB-BA-22-002 Page **21** of **48**



EDWARD M. BIRN
Director (*Direktot*)
BERNADINE C. GINES
Deputy Director (*Sigundo Direktot*)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



LOURDES A. LEON GUERRERO
Governor (*Maga'hága*)
JOSHUA F. TENORIO
Lt. Governor (*Sigundo Maga'láhi*)

of non-responsiveness. Proposals will be kept confidential until time for evaluation. If any proposal is determined to be non-responsive, such offeror shall be notified in writing about the determination.

The Government 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 Government within three (3) business days after request.

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

The relative total points 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. Then, the offerors will be ranked in accordance with the number of total points.

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

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



EDWARD M. BIRN
Director (*Direktot*)
BERNADINE C. GINES
Deputy Director (*Sigundo Direktot*)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



LOURDES A. LEON GUERRERO
Governor (*Maga'hága*)
JOSHUA F. TENORIO
Lt. Governor (*Sigundo Maga'láhi*)

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

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

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

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

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

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

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

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 Bureau of Budget and Management Research and the Attorney General before the Governor will provide final approval by signing the contract. No contract is valid and binding

DOA/HRD/EB-BA-22-002 Page 23 of 48



EDWARD M. BIRN
Director (*Direktot*)
BERNADINE C. GINES
Deputy Director (*Sigundo Direktot*)

**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*)

until it is signed by the Governor. All finalists acknowledge that only the Governor may bind the Government to this contract.

D. Cancellation of RFP or solicitation

The Government may cancel this RFP or solicitation, in whole or in part, at any time, or may reject all proposals so long as the Government makes a written determination that doing so is in the best interest of the Government and a contract has not yet been fully signed. In the event of cancellation or rejection of all proposals, proposals that have been received electronically shall be held by the Government. A proposal that was not timely submitted will be rejected.

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



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION

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



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

EXHIBIT A
Form A, DECLARATION DISCLOSING OWNERSHIP, INFLUENCE,
COMMISSIONS AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Declaration requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring during the 365 calendar days preceding the publication of this solicitation and until award of a contract. This includes the duty to disclose any changes to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Declaration is awarded a contract, the duty to disclose any changes to the facts disclosed herein continues throughout the life of the contract, including any extensions or renewals.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
DIRECTOR'S OFFICE
(Ufisinan Direktot)
Telephone (Telfon): (671) 475-1101/1250



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

Name of Owner

Principal Place of
Business Street Address

% of Interest

[] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
DIRECTOR'S OFFICE
(Ufisinan Direktot)
Telephone (Telfon): (671) 475-1101/1250



LOURDES A. LEON GUERRERO
Governor (Maga'hága)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'láhi)

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**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)

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
DIRECTOR'S OFFICE
(Ufisinan Direktot)
Telephone (Telfon): (671) 475-1101/1250



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

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name

Principal Place of Business Street Address

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed herein. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____(date)

Signature of one of the following:

Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a corporation



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
DIRECTOR'S OFFICE
(Ufisinan Direktot)
Telephone (Telfon): (671) 475-1101/1250



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

EXHIBIT A
Form B, Declaration re Non-Collusion

_____[state name of declarant signing below], being first duly sworn,
declares 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 declaration 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.

4. I declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____(date)

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.

AG Procurement Form 003 (Jul. 12, 2010)



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

DEPARTMENT OF ADMINISTRATION DIPATTAMENTON ATMENESTRASION

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



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

EXHIBIT A **Form C, Declaration re No Gratuities or Kickbacks**

_____[state name of declarant 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]
_____. Declarant 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 declarant'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, declarant 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 declarant's knowledge, neither declarant, 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.

5. I declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____(date)

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.



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
DIRECTOR'S OFFICE
(Ufisinan Direktot)
Telephone (Telfon): (671) 475-1101/1250



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

EXHIBIT A
Form D, Declaration re Ethical Standards

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

The declarant 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 declarant 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, declarant 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).

I declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____ (date)

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.

AG Procurement Form 005 (Jul. 12, 2010)



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**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)

EXHIBIT A
Form E, Declaration re Contingent Fees

_____ [state name of declarant 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.

5. I declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____ (date)

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.

EXHIBIT A
Form F, Declaration re Compliance with U.S. DOL Wage Determinations

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 B
2 GAR Div. 4 §3114

2.GAR - ADMINISTRATION
DIV. 4 - PROCUREMENT REGULATIONS

(FDA), of those drug products having the same active chemical ingredients.

SOURCE: Added to comply with 5 GCA §270. EFF. 1/1/1999).

§3113.2. Government to Purchase Drugs from Manufacturer. Whenever possible, the Chief Procurement Officer or his designee, shall purchase drugs, generic or otherwise, directly from the manufacturer so as to ensure and maximize economy.

SOURCE: Added to comply with 5 GCA §270. EFF. 1/1/1999.

§3113.3. Authority. All purchases of drugs directly from the manufacturer shall cite this section as authority, and each purchase order document shall reflect the following statement – "REF: 5 GCA §3258."

§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)

CH. 3 - SOURCE SELECTION & CONTRACT FORMATION - 2002 UPDATE - P. 43

2.GAR - ADMINISTRATION
DIV. 4 - PROCUREMENT REGULATIONS

(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 of 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;

CH. 3 - SOURCE SELECTION & CONTRACT FORMATION - 1997 - P. 44

2.GAR - ADMINISTRATION
DIV. 4 - PROCUREMENT REGULATIONS

(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;

CH. 3 - SOURCE SELECTION & CONTRACT FORMATION - 2002 UPDATE - P. 45

2.GAR - ADMINISTRATION
DIV. 4 - PROCUREMENT REGULATIONS

(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

2.GAR - ADMINISTRATION
DIV. 4 - PROCUREMENT REGULATIONS

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

CH. 3 - SOURCE SELECTION & CONTRACT FORMATION - 2002 UPDATE - P. 47

2.GAR - ADMINISTRATION
DIV. 4 - PROCUREMENT REGULATIONS

after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

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

(i) **Discussion.**

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

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

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

(2) **No Disclosure of Information** Discussions shall not disclose any information derived from proposals submitted by other offerors, and the agency conducting the procurement shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the

2.GAR - ADMINISTRATION
DIV. 4 - PROCUREMENT REGULATIONS

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;

2.GAR - ADMINISTRATION
DIV. 4-PROCUREMENT REGULATIONS

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

(C) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

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

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

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

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

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

CH. 3 - SOURCE SELECTION & CONTRACT FORMATION - 1997 - P. 50

(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.

§3115. Cancellation of Invitations for Bids or Requests for Proposals.

(a) **Scope of This Section.** The provisions of this Section shall govern the cancellation of any solicitations whether issued by the territory under competitive sealed bidding, competitive sealed proposals, small purchases, or any other selection method, and rejection of bids or proposals in whole or in part.

(b) **Policy.** Solicitations should only be issued when there is a valid procurement need unless the solicitation states that it is for informational purposes only. The solicitation shall give the status of funding for the procurement.

Preparing and distributing a solicitation requires the expenditure of government time and funds. Businesses likewise incur expense in examining and responding to solicitations. Therefore, although issuance of a solicitation does not compel award of a contract, a solicitation is to be cancelled only when there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the territory's best interest.

(c) **Cancellation of Solicitation - Notice.** Each solicitation issued by the territory shall state that the solicitation may be cancelled as provided in these Regulations.

(d) **Cancellation of Solicitation: Rejection of All Bids or Proposals.**

(1) **Prior to Opening.**

(A) As used in this Section, *opening* means the date set for opening of bids, receipt of unpriced technical offers in multi-step sealed bidding.

EXHIBIT C - EVALUATION FORM
PHASE I - FY2022 ACTUARIAL CONSULTANT RFP

Company Name: _____

Evaluator Name: _____

Evaluation Date: _____

YES	NO	DESCRIPTION	EVALUATOR NOTES
		1. Was the proposal received electronically within the timeframe?	
		2. Did Offeror register by completing and submitting the "Acknowledgment of Receipt of RFP"?	
		3. Items marked as confidential? If the Negotiating Team does not agree, the 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.	
		4. Business License	
		5. Acknowledgement of Amendments issued, if any.	
		6. Acknowledgement of questions and responses issued, if any.	
		7. Description of company, capabilities, level of expertise the company can provide.	
		8. Cover letter with authorized signature, name of offeror location, type of business, and designated person with contact information.	
		9. Disclosure Declarations original signatures: <ul style="list-style-type: none"> • Form A: Declaration Disclosing Ownership, Influence, Commissions and Conflicts of Interest. The affidavit must be made between the date of issuance of this RFP and the date that proposals are due. • Form B: Non-Collusion • Form C: No Gratuities and Kickbacks • Form D: Ethical Standards • Form E: Contingent Fees 	

		<ul style="list-style-type: none"> Form F: Declaration for Compliance with the US DOL Wage Determination, with current Wage Determination attached. 	
		10. Conflict of Interest. Is the consultant free from any conflict of interest and association with any of the insurers, the affiliates and ultimate parent companies that provide coverage to the Government of Guam's Group Insurance Program?	

EXHIBIT C - EVALUATION FORM
PHASE II - ACTUARIAL SERVICES REQUEST FOR PROPOSAL

Evaluator's Name: _____

Company Name: _____

Evaluation Date: _____

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

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

Maximum cumulative relative weighted points: _____

Evaluator's cumulative relative weighted points: _____

Exhibit D
Register of Wage Determination

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
--	--	--

Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5693 Revision No.: 13 Date Of Last Revision: 08/04/2021
-----------------------------	------------------------------------	--

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		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		17.39
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	15.40
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.36
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	15.46
05010 - Automotive Electrician	14.52
05040 - Automotive Glass Installer	13.58
05070 - Automotive Worker	13.58
05110 - Mobile Equipment Servicer	11.65
05130 - Motor Equipment Metal Mechanic	15.46
05160 - Motor Equipment Metal Worker	13.58
05190 - Motor Vehicle Mechanic	15.46
05220 - Motor Vehicle Mechanic Helper	10.66
05250 - Motor Vehicle Upholstery Worker	12.64
05280 - Motor Vehicle Wrecker	13.58
05310 - Painter Automotive	14.52
05340 - Radiator Repair Specialist	13.58
05370 - Tire Repairer	12.67
05400 - Transmission Repair Specialist	15.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	13.26
07042 - Cook II	15.46
07070 - Dishwasher	9.31
07130 - Food Service Worker	9.45
07210 - Meat Cutter	12.13
07260 - Waiter/Waitress	9.27
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	9.54
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.54
11150 - Janitor	9.54
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.32
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.66
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01
12020 - Dental Assistant	16.32
12025 - Dental Hygienist	36.12
12030 - EKG Technician	25.99

12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
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	16.30
12210 - Nuclear Medicine Technologist	40.06
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	18.23
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	25.33
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.36
12313 - Registered Nurse II Specialist	28.36
12314 - Registered Nurse III	34.32
12315 - Registered Nurse III Anesthetist	34.32
12316 - Registered Nurse IV	41.13
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	22.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.20
13012 - Exhibits Specialist II	26.27
13013 - Exhibits Specialist III	32.13
13041 - Illustrator I	21.20
13042 - Illustrator II	26.27
13043 - Illustrator III	32.13
13047 - Librarian	29.09
13050 - Library Aide/Clerk	16.88
13054 - Library Information Technology Systems Administrator	26.27
13058 - Library Technician	16.64
13061 - Media Specialist I	18.96
13062 - Media Specialist II	21.20
13063 - Media Specialist III	23.63
13071 - Photographer I	18.96
13072 - Photographer II	21.20
13073 - Photographer III	26.27
13074 - Photographer IV	32.13
13075 - Photographer V	38.88
13090 - Technical Order Library Clerk	21.20
13110 - Video Teleconference Technician	18.96
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	23.78
15110 - Test Proctor	15.70
15120 - Tutor	15.70
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.12
16030 - Counter Attendant	10.12
16040 - Dry Cleaner	11.56
16070 - Finisher Flatwork Machine	10.12
16090 - Presser Hand	10.12
16110 - Presser Machine Drycleaning	10.12
16130 - Presser Machine Shirts	10.12
16160 - Presser Machine Wearing Apparel Laundry	10.12
16190 - Sewing Machine Operator	12.04
16220 - Tailor	12.52
16250 - Washer Machine	10.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.46
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.76
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	15.22
21150 - Stock Clerk	21.40
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	18.20
23160 - Electrician Maintenance	18.05

23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61
23370 - General Maintenance Worker	12.01
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.50
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.61
23430 - Heavy Equipment Mechanic	19.27
23440 - Heavy Equipment Operator	17.76
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.37
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	20.72
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter Maintenance	14.08
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker Maintenance	17.35
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.76
23932 - Telecommunications Mechanic II	21.01
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	18.31
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	12.78
24620 - Family Readiness And Support Services Coordinator	15.01
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.72
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	20.72
25190 - Ventilation Equipment Tender	14.29
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.48

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	9.48
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24
28042 - Carnival Equipment Repairer	14.46
28043 - Carnival Worker	9.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.98
29020 - Hatch Tender	25.98
29030 - Line Handler	25.98
29041 - Stevedore I	24.18
29042 - Stevedore II	27.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
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	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	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	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98

30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.77
30621 - Weather Observer Senior	(see 2) 23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	8.15
31030 - Bus Driver	10.66
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	11.65
31310 - Taxi Driver	11.41
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	14.64
31364 - Truckdriver Tractor-Trailer	14.64
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	9.63
99050 - Desk Clerk	9.70
99095 - Embalmer	25.60
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	23.38
99252 - Laboratory Animal Caretaker II	25.54
99260 - Marketing Analyst	21.54
99310 - Mortician	25.60
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	9.87
99820 - School Crossing Guard	17.27
99830 - Survey Party Chief	23.01
99831 - Surveying Aide	13.08
99832 - Surveying Technician	17.00
99840 - Vending Machine Attendant	23.38
99841 - Vending Machine Repairer	29.78
99842 - Vending Machine Repairer Helper	23.38

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

under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

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

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

HOLIDAYS: A minimum of 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))."

**CONSULTANT AGREEMENT BETWEEN THE GOVERNMENT OF GUAM AND
*COMPANY***

Re: RFP No. DOA/HRD/EB-RFP-BA-22-002

Fiscal Year 2022 Health & Life Insurance Actuary or other recognized expert

THIS AGREEMENT is made and entered on **** (“Effective Date”) by and between the Department of Administration, a line agency of the Government of Guam (“Government”) whose mailing address is Post Office Box 884, Hagatna, Guam 96932 and *Company* (“Consultant”) whose mailing address is *****.

WHEREAS, the Government intends to engage the professional services of the Consultant to provide actuarial consultation services in health and life insurance related matters to the Government; and

WHEREAS, the services to be rendered are of a special and temporary nature which has been determined to be in the best public interest to be performed under contract by professional personnel other than employees in the service of the Government; and

WHEREAS, the Government requires the immediate services of the Consultant to assist and advise the Government in the preparation and timely issuance of the FY2023 group health insurance Request for Proposals in order to meet the statutory deadline and FY2023 open enrollment; and

WHEREAS, the procurement officer has provided adequate public announcement of the need for such services through a request for proposals describing the type of services required and specifying the type of information and date required of each offeror and the relative importance of particular qualifications; and

WHEREAS, the Consultant has submitted a statement of interest in providing services to the Government; and

WHEREAS, the award of this contract to the Consultant has been made pursuant to a written finding by the purchasing agent that the Consultant is the best qualified based upon evaluation factors set forth in the request for proposals, and that negotiations of compensation has been determined to be fair and reasonable;

WINESSETH, the Government and the Consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I. PURPOSE:

The purpose of this contract is for the Consultant to provide Consultant services to the Government for its group life and group health insurance in accordance with the scope of work stated in Section 2.

SECTION II. SCOPE:

This Agreement supersedes any and all prior agreements, either oral or in writing, if any, between the Parties hereto with respect to the retainer of *COMPANY* by GovGuam and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that any other agreement, statement, or promise not contained in this Agreement shall not be valid or binding on the Parties with respect to the subject matter of this Agreement. This Agreement, and any modification hereto, is not binding until approved by the Attorney General of Guam and executed by the Governor of Guam. Any modification of this Agreement will be effective only if it is in writing, approved by the Attorney General of Guam and executed by the Governor of Guam.

It is hereby mutually agreed that the following list of documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the "Contract Documents," all of which are made part hereof, and collectively evidence and constitute this Agreement between the parties hereto, and they are as fully a part of this Agreement, as if they were set out verbatim and in full herein:

- a. The Request for Proposals, and all notices, conditions, attachments, and instructions for DOA/HRD/EB-RFP-BA-22-002 which includes the Specifications contained in the Scope of Services.
- b. Any addendum to, or Government of Guam responses to questions submitted for Request for Proposals DOA/HRD/EB-RFP-BA-22-002.
- c. COMPANY's Proposal submitted in response to Request for Proposals, DOA/HRD/EB-RFP-BA-22-002
- d. This Agreement, any of its Attachments, Exhibits, or Schedules, and any duly executed Amendment or Change Order thereto.
- e. All terms agreed upon as a result of negotiations.

SECTION III. SERVICES:

To provide actuarial services to the Government relating to various aspects of the Government Group Health and Life Insurance Program, as follows:

1. To Provide actuarial advice and consulting services to the Government of Guam's Group Health and Life Insurance Negotiating Team ("Negotiating Team") and to act as the

lead negotiator in negotiations with health and life insurance carriers (the “Services”). The Consultant will have no decision-making authority during contract negotiations. These services will also be required for future years as set out in Section III, Contract Term.

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

3. The Consultant may provide services on-site or virtually and provide the necessary technical or web conferencing platform to host all discussions and meetings with the Government of Guam.

4. Health negotiations are normally conducted in June for a period of approximately two to three (3) consecutive weeks, depending on the number of carriers. Pursuant to 4 GCA §4302(c)(9), the Negotiating Team upon selection and review of the best available proposal by participating healthcare respondent(s)/provider(s), which reflect the most economical and beneficial healthcare insurance proposal plans for government of Guam employees and retirees, and foster children, shall forward the three (3) highest ranking qualified proposals to *I Maga'hagan Guahan* for consideration and selection of the most economical and beneficial health insurance plan. Notwithstanding any other provision of law, rule, or regulation, of the remaining qualifying plans, the employee or retiree may choose one (1) of the remaining qualified plans, and any difference in premiums shall be paid by the employee or retiree at their own cost. Notwithstanding any other provision of law, rule, or regulation, the most economical and beneficial healthcare insurance proposal plan for the government of Guam employees and retirees, and foster children, shall be defined as the lowest cost option. Health insurance benefits commence every October 1st. This is based upon the assumption that the Government will contract with up to three health insurance carriers, that negotiate best and final offers with the Negotiating Team. If only two Health Insurance Carriers submit qualified proposals the non-exclusive proposal shall mean a proposal based upon the assumption that the Government will contract with two Health Insurance Carriers that negotiate best and final offers with the Negotiating Team.

5. Life insurance negotiations are conducted prior to the expiration of the contract for approximately one (1) to two (2) weeks. The current contract will commenced on June 2021 unless arrangements are made to renew the contract pursuant to the terms of the life insurance renewal clause. The Consultant will assist the Government with negotiating rate renewal option if the Government chooses to do so.

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

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

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

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

10. The Consultant shall conduct a full claims audit to analyze the processing and adjudication of claims. The Consultant is authorized to directly obtain any needed information with the insurance carriers to perform the necessary duty.

11. The Consultant shall conduct a full group health insurance premiums, claims and utilization audits by member type, plan and class. The audit shall include but not be limited to: a) quantifying the ratios between premiums and claims for active employee plans and retiree plans from fiscal years 2015 through current year by carrier; b) quantifying and comparing the Participating Contract Refund from each carrier based off actual premiums paid and claims paid against the actual amount received per carrier per year; c) quantifying cost impacts of coverage changes from previous fiscal years; and d) estimating possible cost impacts to coverage changes to future request for proposals. The Consultant is authorized to directly obtain any needed information with the insurance carriers to perform the necessary duty.

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

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

14. The Consultant shall review all proposals received by the Government. Communications to the carrier(s) may be made by the Consultant on behalf of the Government to obtain additional information pursuant to the carrier's proposals and in preparation for negotiations.

15. The Consultant may be requested to perform services on behalf of the Government during arbitration and litigation. The Consultant may propose an expansion to this Agreement should such additional services be requested.

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

17. Requested changes in the scope of services provided by the Consultant could result in an increase in fees and charges. Changes in scope include, but are not limited to the following:

- a. The scenarios presented by the preceding two sections;

- b. amendments or changes to the plan design or plan operation;
- c. assignment of additional roles, responsibilities or functions relating to the plan; or
- d. other factors that were not anticipated and increase the complexity or timing of plan operations or which affect our responsibilities or duties.

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

19. The Consultant shall perform a comprehensive cost analysis of Medicare Reimbursements against the Government of Guam's Retiree Supplemental Plan ("RSP") to determine if this process has realized savings.

20. All working papers, reports and other documents originated or developed by the Consultant are the property of the Government of Guam. Contractors shall not withhold any data, information and other materials produced under this contract and shall remain the Government's sole and exclusive property. All documents and materials used and produced by the Consultant and the Government of Guam shall be confidential and shall be used strictly for the Government of Guam and Consultant to carry out its responsibilities under this contract. All documents and materials shall be turned over to the Government upon conclusion of the contract.

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

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

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

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

25. The consultant shall conduct a self-funded feasibility study that covers: 1) Financial feasibility based on claims data: current and projected financial costs, risk management; 2.) Coverage needs - preparation of plan designs customized to the Government's medical trends, stop-loss coverage; 3.) Administration and compliance – establishing plan administration - roles of the Third-Party Administrator and the Governments, claims administration; 4) Possibility of

including uninsured patients (e.g., Medically Indigent Program). Assists in preparation of the self-funded Request for Proposal to ensure its applicability with local and federal statutes.

26. The Consultant will provide the following deliverables and other deliverables as requested by the Government of Guam:

- i. Drafting and revising all documents and responses related to the Health Insurance and Life Insurance RFPs and during the solicitation process.
- ii. Written analyses and comparisons of all proposals received and any recommendations for proceeding through the solicitation process.
- iii. Summary of all items discussed and agreed to during negotiations.
- iv. Final report and recommendations on how to proceed.
- v. All documents, materials, and presentations for the final presentation to the Governor.
- vi. Following the negotiations, the Consultant shall submit a written report and recommendations for the succeeding fiscal year.

27. The Consultant shall virtually host, facilitate, and record all meetings conducted with the Government of Guam, meetings with the Government of Guam Life and Health Negotiating Teams, any meetings held with vendors, negotiation sessions, and any additional meetings requested by the Government of Guam.

As more fully set forth in the General Terms and Conditions, which are incorporated herewith:

All right, title and interest in and to any data, information and other materials furnished to Consultant by the Government hereunder ("Client Information") are and shall remain the Government's sole and exclusive property. The Government grants to Consultant a license to use such Client Information to provide the Services. Except as provided below, upon full and final payment to Consultant hereunder, any Consultant work product which the parties expressly agree is created solely and exclusively to be owned by the Government (the "Deliverables"), if any, shall become the property of Government. To the extent that any Consultant Information is contained in any of the Deliverables, subject to the terms of this Agreement, Consultant hereby grants to Government a paid-up, royalty-free, nonexclusive license to use such Consultant Information solely for Client's internal use in connection with the Deliverables.

SECTION IV. CONTRACT TERM:

Subject to Section XV, the term of this contract shall commence on *****. This is a one (1) year contract with the option to renew for six (6) additional one (1) year terms, subject to a five percent (5%) fixed fee cost increase each year and the availability of funds and at the sole option of the Government.

SECTION V. CONSULTANT'S COMPENSATION FOR SERVICES:

The Government will compensate the Consultant for services performed pursuant to Section II supra in accordance with the following fee schedule as agreed by the Government and the Consultant stipulated herein. The total fixed fee is ****, as indicated on Consultant's cost proposal, attached and incorporated as Addendum A, to be billed monthly. Consultant also will be paid a onetime fixed fee of \$55,500 for onsite claims audit (includes professional fees, travel and expenses), as indicated on Consultant's cost proposal, attached and incorporated as Addendum A. Fees and expenses are due and payable within sixty (60) days of the invoice date. The Government will promptly notify the Consultant of any questions regarding invoices so that the Consultant can expect timely payment. Interest will accrue after the invoice due date until payment is received per the penalties outlined in the Prompt Payment Act, 5 GCA 22503 (federal short-term interest rate plus 3%).

Subject to GSA Policy Office Regulations, an adjustment to the fee stated herein may be requested by the Consultant and authorized by the Government if the physical scope of work, time for completion, or services requested are increased over that agreed to.

A. The Government shall compensate the Consultant on a monthly billing cycle.

B. Final payment and release of claim: Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this Agreement. Unless otherwise agreed to herein, prior to final payment, and as a condition precedent thereto, the Actuary shall execute and deliver to the Government a release, in a form approved by the Government, of claims against the Government arising under and by virtue of this Agreement.

SECTION VI. CONSULTANT AGREES:

That there shall be no employee benefits occurring from this Agreement, such as:

1. Insurance coverage provided by the Government;
2. Participation in the government of Guam retirement system;
3. Accumulation of vacation leave or sick leave
4. That there shall be no withholding of taxes by the Government.

SECTION VII. MANDATORY DISPUTES RESOLUTION CLAUSE:

In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

Disputes- Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427

(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

Appeals to the Office of Public Accountability. The head of the purchasing agency's, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

Disputes – Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of under this contract, the contractor shall appeal the decision in accordance with the "Government Claims Act", 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of.

The Consultant expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Consultant against the Government if the claim arises out of or in connection with this Agreement. The Consultant also expressly recognizes that all other claims by the Consultant against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

The Consultant hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Consultant waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

SECTION VIII. Mandatory Representations by Consultant

General Ethical Standard (2 GAR Div. 4 § 11103(b)). With respect to this Agreement and any other contract that the Consultant may have, or wish to enter into, with any government of Guam agency, the Consultant represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

Prohibition against Gratuities and Kickbacks (2 GAR Div. 4 § 11107(e)). With respect to this Agreement and any other contract that the Consultant may have or wish to enter into with any government of Guam agency, the Consultant 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 the Guam Procurement Regulations.

Prohibition against Contingent Fees (2 GAR Div. 4 § 11108(h)). The Consultant represents that it has not retained a person or anyone upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Restrictions Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Pursuant to 5 G.C.A. § 5253.

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

(b) All contracts for services to agencies listed herein shall include the following provisions:

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

Compliance with U. S. Department of Labor Wage Determination for Guam Pursuant to 5 GCA §§ 5801 - 5805.

(a) Consultant agrees that at all times it shall pay its employees whose purpose, in whole or in part, is the direct delivery of services, in accordance with the Wage Determination applicable to this Agreement. § 5801.

(b) In addition to subsection (a) above, Consultant agrees that it shall pay said employees health and similar benefits having a minimum value as detailed in the Wage Determination, and shall provide or pay them a minimum of ten (10) paid holidays per employee. § 5802.

(c) Consultant is advised that the Guam Department of Labor, or its successor, shall monitor compliance with the provisions of 5 GCA Article 13, Wage and Benefit Determination. The Director of the Guam Department of Labor, or its successor, shall investigate possible or reported violations of the provisions of the law, and shall forward such findings to the Government. The Guam Department of Labor, or its successor, will promulgate rules and regulations, pursuant to the Administrative Adjudication Law, as needed, to ensure that equitable investigation of violations and the maintenance of due process, as well as the assessment of any monetary penalties in the event of a violation, and provide that such monetary penalties shall be limited to assessment of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as all back wages and benefits due have been paid. § 5803.

(d) In the event there is a violation in the process set forth in subsection (c) above, and such non-compliance continues for ten (10) days beyond the Government's notice to the Consultant, then Consultant may be placed on probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During the probationary status, Consultant will not be awarded any contract by any instrumentality of the Government of Guam. A contractor who has been placed on probationary status or who has been assessed a monetary penalty pursuant to 5 GCA Article 13 may appeal such penalty or probationary status to the Superior Court of Guam. § 5804.

(e) Consultant, as a part of its bid or proposal, has submitted a Declaration of Compliance with Wage Determination Laws. § 5805.

(f) In the event there is a non-compliance by Consultant as determined in subsection (c) above, and such non-compliance continues for ten (10) days beyond the Government's notice to the Consultant, then the non-compliance shall constitute grounds for default under this Agreement.

(g) Upon any renewal of this Agreement, the Government and Consultant agree that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal shall apply to the Agreement. § 5801.

SECTION IX. GOVERNMENT AGREES TO PROVIDE THE FOLLOWING SUPPORT SERVICES OR EQUIPMENT:

The Government will assign appropriate personnel to the Consultant for assistance during the duration of the project. Necessary materials or equipment will be reasonably accommodated upon request.

SECTION X. RESPONSIBILITY OF CONSULTANT:

The Consultant shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Consultant shall, without additional cost to the Government, correct or revise all errors or deficiencies in its work.

The Government's review, approval, acceptance of, and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Consultant's failure to the performance of this contract, and the Consultant shall be and remain liable to the Government for costs of any kind which may be incurred by the Government as a result of the Consultant's negligent performance of any of the services performed under this contract, but only to the extent provided for in Section XX.

SECTION XI. GENERAL COMPLIANCE WITH LAWS:

The Consultant shall be required to comply with all Federal and Territorial Laws and Ordinances applicable to the work. The Consultant shall attach a copy of appropriate business license or a statement of exemption pursuant to 11 GCA, Section 70126.

SECTION XII. ACCESS TO RECORDS AND OTHER REVIEW:

The Consultant, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Government, unless a shorter period is otherwise authorized in writing. Each subcontract by the Consultant pursuant to this Agreement shall include a provision containing the conditions of this Section XII.

SECTION XIII. OWNERSHIP OF DOCUMENTS:

Upon full and final payment to the Consultant, all briefs, memoranda and other incidental Consultant work or materials that the parties expressly agree are created solely and exclusively to be owned by the Government and furnished hereunder (the "Deliverables") shall be and remain the property of the Government including all publication rights and copyright interests, and may be used by the Government without any additional cost to the Government. However, Government acknowledges and agrees that the Consultant is in the business of providing consulting services to clients utilizing the Consultant's knowledge, including background software, ideas, concepts, methodologies, and processes ("Prior Works"). The Consultant reserves all right, title and interest in and to any of the Prior Works which the Consultant will use in the course of the services provided to Government; and the Consultant grants Government a worldwide, paid-up, royalty-free, nonexclusive and perpetual license to use such Prior Works utilized during the course of this Agreement. Nothing contained in this Agreement will prohibit the Consultant from using any of our general knowledge or knowledge acquired under this Agreement to perform similar services for others.

SECTION XIV. INDEMNITY:

The Consultant agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Consultant, Consultant officers, agents, servants or employees under this Agreement. In no event will the Consultant be liable to the Government for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

SECTION XV. CHANGES:

The Government may at any time, by written order make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work under this Agreement, or in the time required for this performance, an equitable adjustment shall be made by the mutual agreement of the parties and this Agreement shall be modified in writing accordingly.

SECTION XVI. TERMINATION:

If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, of any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the contractor in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

The Procurement Officer may, when the interest of the territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

The Consultant may terminate this Agreement for convenience at any time upon sixty (60) days prior written notice to Government. Notice of termination by the Contractor must be made no more than sixty (60) days after the annual negotiations have been completed and the resultant health insurance contracts have been signed by the Providers and the Government.

Upon termination, all briefs, reports, summaries, completed work, work in progress, and other such information and materials as may have been accumulated by the Consultant in performing the Agreement shall be delivered to the Government. The Consultant may retain one (1) copy of such information for archival purposes or to defend its work product.

In the event of termination by the Government, the contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or

pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim.

SECTION XVII. SEVERABLE PROVISIONS:

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

SECTION XVIII. GOVERNING LAW:

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

SECTION XIX. EFFECTIVE DATE OF AGREEMENT:

This Agreement shall take effect upon the date it is signed by the Governor of Guam, and the date of this Agreement shall be ****.

SECTION XX. GOVERNMENT NOT LIABLE:

The Government assumes no liability for any accident or injury that may occur to the Consultant, or his/her agents, dependents, or personal property while en route to or from Guam or during any travel mandated by the terms of this Agreement.

The Government shall not be liable to the Consultant for any work performed by the Consultant prior to the Effective Date of this Agreement by the Governor, and the Consultant hereby expressly waives any and all claims for service performed in expectation of this Agreement prior to its execution by the Governor.

SECTION XXI. LIMITATION OF LIABILITY

Neither Party shall be liable for any damages in excess of the amount of fees paid under this Agreement. This Section is a separate, essential part of this Agreement.

*****SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, GovGuam and ** COMPANY have signed** this Agreement on the aforementioned date.

**** COMPANY ****

Government of Guam

By: _____

By: _____

Edward M. Birn, Director
Department of Administration

Date: _____

Date: _____

By: _____

Michelle Santos, Insurance Commissioner
Department of Revenue & Taxation

Date: _____

Effective Date

By: _____

Lester Carlson, Director
Bureau of Budget and Management
Research

Date: _____

Approved as to Legality and Form:

By: _____

Leevin Taitano Camacho, Attorney General

Date: _____

By: _____

Lourdes Leon Guerrero
Governor of Guam

Date: _____