



GUAM POWER AUTHORITY

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

To All Interested Parties:

The Guam Power Authority, Procurement Office will continue its efforts with improvement towards accountability, transparency, and efficiency to better serve GPA personnel, prospective bidders, and guests, please be advised of the following:

1. Prospective Offerors are notified that all sealed RFP submissions shall be inclusive of one (1) bound paper original, five (5) bound paper copies and one (1) electronic PDF copy in CD, DVD, and/or USB to be delivered on or before the date and time for RFP closing via hand delivered, delivered by mail, or delivered by other courier service to:

ISSUING OFFICE:

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

2. Prospective Offerors are notified that within this RFP packet, if applicable, is the Form of Contract. All inquiries must be submitted during the solicitation period and prior to the closing date. Any inquiries received after the closing date and prior to award shall not be considered.

All inquiries and communications shall be directed to the GPA Procurement Division;

- a. Tel: (671) 648-3045 and/or (671) 648-3055
 - b. Email: GPA-Interested-Parties@gpagwa.com
3. Prospective Offerors will be notified via Email of all Issued Amendments and directed to the GPA Procurement/Materials Management Available Tenders Webpage listed below to download a copy, which will serve as your company's acknowledgement of Issued Amendment(s).
 - a. https://notices.guam.gov/notices?view=list&keyword=&date_from=&date_to=&type_id=&event_date_from=&event_date_to=&department_id=&division_id=&topic_id=&topic_id%5B%5D=59&topic_id%5B%5D=62&group_id=&deadline=0&show_records=10#notices_start#notices_start
 - b. <https://guampowerauthority.com/>
 - c. https://go.opengovguam.com/tenders/tenders_list-standalone/gpa?tender_status=Available

COMPANY NAME:

REPRESENTATIVE NAME:

_____ _____
Print / Sign Date

BID NO.: _____

RFP NO.: GPA-RFP-26-003



Frances E. Santos
Chairman



JOHN M. BENAVENTE, P.E.
General Manager

Telephone Nos. (671) 648-3045/55 or Facsimile (671) 648-3165

Accountability · **Impartiality** · **Competence** · **Openness** · **Value**

REQUEST FOR PROPOSAL: GPA-RFP-26-003
DESCRIPTION: GPA WEB HOSTING SERVICE SOLUTION

SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS

Firms/Individuals are reminded to read Proposal Instructions to ascertain that all of the following requirements checked below are submitted in their technical proposal envelope, one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF copy in CD, DVD, and/or USB Flashdrive at the date and time for proposal remittance.

- [XX] STATEMENT OF QUALIFICATION;
- [XX] OWNERSHIP AND INTEREST DISCLOSURE AFFIDAVIT; **Pursuant to Public Law 36-13; 5 GCA §5233(a)**
- [XX] NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- [XX] ETHICAL STANDARDS AFFIDAVIT;
- [XX] WAGE DETERMINATION AFFIDAVIT;
- [XX] RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;
- [XX] NON-COLLUSION AFFIDAVIT;
- [XX] CONTINGENT FEES AFFIDAVIT;

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

[XX] OTHERS: **A Guam Business License is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Offerors MUST comply with PL 26-111 dated June 8, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov).** Additionally, upon award the successful firm/individual must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.

*****Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property, 5GCA Section 5253, enacted by P.L. 28-24 and amended by P.L. 28-98:**

If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, 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 Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

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

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

 Individual/Firm Representative's Signature

REQUEST FOR PROPOSAL

NO. GPA-RFP-26-003

FOR

GPA WEB HOSTING SERVICE SOLUTION



John M. Benavente

JOHN M. BENAVENTE, P.E.
General Manager

John J. Cruz Jr. P.E.

JOHN J. CRUZ JR. P.E. CEM MBA
Assistant General Manager
Engineering & Technical Services

Melvyn Kwek

MELVYN KWEK, CISA
Chief Information Technology Officer

TABLE OF CONTENTS

INSTRUCTIONS TO OFFEROR

- 1.1 DEFINITIONS
- 1.2 PROPOSALS
- 1.3 PROPRIETARY PORTIONS OF PROPOSALS
- 1.4 PREPARATION AND SUBMISSION OF PROPOSALS
- 1.5 EXPLANATION TO OFFERORS
- 1.6 CLARIFICATION ON REQUEST FOR PROPOSAL
- 1.7 ALTERNATE PROPOSALS
- 1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS
- 1.9 COMPLETE PROPOSALS
- 1.10 BONDING
- 1.11 POST-PROPOSAL MEETING
- 1.12 PROPOSAL INCONSISTENCIES
- 1.13 SUBCONTRACTOR
- 1.14 SUBMITTAL FORMAT
- 1.15 SIGNATURE
- 1.16 INQUIRIES

2 GENERAL TERMS AND CONDITIONS

- 2.1 AUTHORITY
- 2.2 GENERAL INTENTION
- 2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR
- 2.4 AWARD OR REJECTION OF PROPOSALS
- 2.5 EXECUTION OF THE ORDER
- 2.6 MODIFICATION / ALTERATION
- 2.7 CONTACT FOR CONTRACT ADMINISTRATION
- 2.8 DETERMINATION OF RESPONSIBILITY OF OFFEROR
- 2.9 LIMITATIONS
- 2.10 ACCEPTANCE OF PROPOSAL CONTENTS
- 2.11 CONTROL
- 2.12 REQUIRED FORMS
- 2.13 CONTRACT TERM
- 2.14 JUSTIFICATION OF DELAY
- 2.15 INVOICING AND PAYMENT TERMS & CONDITIONS
- 2.16 TAXES
- 2.17 LICENSING
- 2.18 COVENANT AGAINST CONTINGENT FEES
- 2.19 ASSIGNMENTS
- 2.20 EQUAL EMPLOYMENT OPPORTUNITY
- 2.21 AMERICAN DISABILITIES ACT
- 2.22 PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY
- 2.23 RESTRICTION AGAINST CONVICTED SEX OFFENDERS

- 2.24 OWNERSHIP & INTEREST DISCLOSURE
- 2.25 NON-COLLUSION
- 2.26 ETHICAL STANDARDS
- 2.27 COMPLIANCE WITH U.S. DOL WAGE DETERMINATION
- 2.28 INSURANCE
- 2.29 CONTRACTORS AND SUBCONTRACTORS' INSURANCE

3 FORM OF CONTRACT

4 SOLICITATION AND TECHNICAL REQUIREMENTS

4.1 **General**

4.2 **Scope of Work**

- 4.2.1 Hosting Environment
- 4.2.2 Uptime and Performance
- 4.2.3 Security Requirements
- 4.2.4 Backup and Disaster Recovery
- 4.2.5 Support and Maintenance
- 4.2.6 Control Panel and Access
- 4.2.7 Compliance and Data Protection
- 4.2.8 Reporting and Analytics
- 4.2.9 Other Features

5 DELIVERABLES

6 FUNCTIONALITY TABLE

7 QUALIFICATIONS

7.1 **CONTRACTOR Qualifications Evaluation**

- 7.1.1 Independence
- 7.1.2 Character
- 7.1.3 Code of Ethics

8 RFP EVALUATION CRITERIA

APPENDIX A OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

APPENDIX B NON-COLLUSION AFFIDAVIT

APPENDIX C NO GRATUITIES OR KICKBACKS AFFIDAVIT

APPENDIX D ETHICAL STANDARDS AFFIDAVIT

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

APPENDIX F RESTRICTION AGAINST CONVICTED SEX OFFENDERS

APPENDIX G CONTINGENT FEES AFFIDAVIT

INSTRUCTIONS TO OFFEROR

1.1 DEFINITIONS

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

OWNER: The Guam Power Authority (GPA).

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

1.2 PROPOSALS

The OFFEROR is required to read each and every page of the Request for Proposal and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening.

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

1.3 PROPRIETARY PORTIONS OF PROPOSALS

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

1.4 PREPARATION AND SUBMISSION OF PROPOSALS

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

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

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

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

One (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF format copy of each proposal, consisting of technical and commercial sections, must be submitted, including all addenda, if any. Any and all sample documentation (reports of similar jobs, brochures, etc.) that will assist towards OFFEROR's evaluation may be furnished with each proposal.

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

Request for Proposal No.: GPA-RFP-26-003 must be submitted before 4:00 P.M. on March 24, 2026, in a sealed envelope indicating the RFP number and addressed as follows:

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

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

**C/O Jamie Lynn C. Pangelinan
Supply Management Administrator**

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

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

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

1.5 EXPLANATION TO OFFERORS

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

1.6 CLARIFICATION ON REQUEST FOR PROPOSAL

Each OFFEROR must carefully examine the Request for Proposal and all addenda. If any OFFEROR (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the request for Proposal, or (c) has any question regarding the Request for Proposal, the OFFEROR must promptly notify GPA in writing no later than the date specified on Section 1.16, INQUIRIES of this RFP thereof in writing at the address specified for submission of proposals. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective OFFERORS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

1.7 ALTERNATE PROPOSALS

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

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

An OFFEROR may modify or withdraw its proposal by written request, provided that the request is received by GPA at the address indicated and prior to the time specified for the submission of proposals. Any proposals or submittals

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

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

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

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

1.9 COMPLETE PROPOSALS

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

All Proposals shall remain the property of GPA.

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

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

1.10 BONDING

No performance or payment bonds are required under this RFP.

1.11 POST-PROPOSAL MEETING

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

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

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

1.12 PROPOSAL INCONSISTENCIES

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

1.13 SUBCONTRACTOR

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

1.14 SUBMITTAL FORMAT

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

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

1.15 SIGNATURE

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

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

1.16 INQUIRIES

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

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

C/O: Jamie Lynn C. Pangelinan
Supply Management Administrator
GPA Procurement Division
1st. Floor, Room 101
Telephone No: (671) 648-3045/3055
Facsimile: (671) 648-3165
Email: jpangelinan@gpagwa.com

Note: Cut-Off Date for Receipt of Questions shall be 4:00 P.M., Tuesday, March 10, 2026. Inquiries received after the deadline shall not be entertained.

2 GENERAL TERMS AND CONDITIONS

2.1 AUTHORITY

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

2.2 GENERAL INTENTION

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

2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

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

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

2.4 AWARD OR REJECTION OF PROPOSALS

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

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

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

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

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

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

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

- B. Rejection of Individual Proposal or Submittal: Any individual proposal or submittal may be rejected in whole or in part when in the best interest of the Authority. Reasons for rejecting a proposal or submittal include but are not limited to:
- 1) OFFEROR is not responsive;
 - 2) The proposal or submittal is non-responsive as it does not conform in all respects to the RFP;
 - 3) The construction, supply or service offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or technical requirements set forth in the RFP;
 - 4) The proposal or submittal does not meet the requirements or criteria set forth in the RFP. Upon request, unsuccessful OFFERORS shall be advised of the reasons for rejection.

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

2.5 EXECUTION OF THE ORDER

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

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

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

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

2.6 MODIFICATION / ALTERATION

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

2.7 CONTACT FOR CONTRACT ADMINISTRATION

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

NAME: _____ TITLE: _____
 ADDRESS: _____ PHONE: _____

2.8 DETERMINATION OF RESPONSIBILITY OF OFFEROR

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

2.9 LIMITATIONS

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

2.10 ACCEPTANCE OF PROPOSAL CONTENTS

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

2.11 CONTROL

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

2.12 REQUIRED FORMS

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

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

2.13 CONTRACT TERM

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

2.14 JUSTIFICATION OF DELAY

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

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

2.15 INVOICING AND PAYMENT TERMS & CONDITIONS

All invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings, etc.). All supporting documents must be reviewed and approved by GPA's Project Manager prior to invoice submittals. All

invoices will be paid net 30 days from the date the invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the successful OFFEROR.

2.16 TAXES

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. GPA shall have no tax liability under this order. Specific information on taxes may be obtained from the Director of Revenue and Taxation. GPA is a government agency exempted from all government taxes as stipulated in the Guam Code Annotated.

2.17 LICENSING

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

2.18 COVENANT AGAINST CONTINGENT FEES

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

2.19 ASSIGNMENTS

OFFEROR may not assign this CONTRACT or any sum becoming due under the provisions of this CONTRACT without the prior written consent of GPA.

2.20 EQUAL EMPLOYMENT OPPORTUNITY

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

2.21 AMERICAN DISABILITIES ACT

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

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

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

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

2.23 RESTRICTION AGAINST CONVICTED SEX OFFENDERS

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

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

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

2.24 OWNERSHIP & INTEREST DISCLOSURE

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the Bid/RFP.

5 GCA §5233 (Title 5, Section 5233) states:
Disclosure of Ownership, Financial, and Conflicts of Interest

- (a) Purpose. The disclosure required by this Section are intended to reveal information bearing on the responsibility of a bidder, and can be obtained by an inquiry regarding responsibility prior to award.
- (b) Definitions.
As used herein, the term “person” shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an “artificial person”) recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.
- (c) Public Disclosure of Ownership.
- (1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.
 - (2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the “relevant disclosure period”).
 - A. If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period.
 - B. If any such second-tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second-tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period.
 - C. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority

and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.

- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
- (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.
- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.”

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

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

2.25 NON-COLLUSION

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

2.26 ETHICAL STANDARDS

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

2.27 COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

2.28 INSURANCE

Contractor shall not commence work under this contract until he has obtained all insurance required under this section and owner has approved such insurance, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. He shall maintain all insurance required during the course of the work and the period of the performance management contract.

2.29 CONTRACTORS AND SUBCONTRACTORS' INSURANCE

Prior to commencing the work, contractor shall obtain and thereafter maintain during the course of the work Insurance with companies acceptable to owner. The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The limits of insurance shall be as follows unless a higher limit is required by statute:

1. **Technology E&O and Cyber Liability Insurance** with a combined single limit of \$100,000 to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of Customer. The above requirements for Cyber/Network Security and Privacy Liability can be met by separate policies or a combination of these coverages under one policy form with minimum limits \$100,000 each occurrence and in the aggregate.
 - Policy must be primary and non-contributory with endorsements attached.
 - GPA shall be named as an Additional Insured.
 - Waiver of subrogation shall be in favor of GPA
 - Cancellation clause of minimum 30 days' prior written notice to GPA.
 - GPA must be given minimum 30 days' prior written notice for any material changes in the policy or cancellation of the policy.
2. **Worker's Compensation and Employer's Liability Insurance – Statutory Limits.**
 - Policy must be primary and non-contributory with endorsements attached.
 - GPA shall be named as an Additional Insured.
 - Waiver of subrogation shall be in favor of GPA
 - Cancellation clause of minimum 30 days' prior written notice to GPA.
 - GPA must be given minimum 30 days' prior written notice for any material changes in the policy or cancellation of the policy.

3 FORM OF CONTRACT

CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES

This form of CONTRACT is subject to change in order to comply with the Guam Procurement Laws and Regulations. An amendment will be issued if necessary.

THIS CONTRACT is made and entered into as of the date of the last signature affixed hereto by and between _____, hereinafter called the CONTRACTOR, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONTRACTOR to perform professional services for a project known and described as “**GPA WEB HOSTING SERVICE SOLUTION**”, **GPA-RFP-26-003**, hereinafter called the "PROJECT".

RECITALS

WHEREAS, the Guam Power Authority (GPA) is a public corporation of the Government of Guam authorized to conduct its own procurement; and

WHEREAS, the GPA's strategic plan contains initiatives to create a culture based on customer services excellence at the Authorities; and

WHEREAS, GPA seeks to enter into a contract for web hosting solution services with a CONTRACTOR wherein such services can be provided to the Authorities for the benefit of its customers; and

WHEREAS, the services to be rendered are of a special and temporary nature and are determined to be in the best public interest to be performed under contract by technical personnel other than employees in the services of GPA; and

NOW, THEREFORE, GPA, and the CONTRACTOR for the considerations set forth herein, agree as follows:

SECTION 1 – TYPE OF CONTRACT

This is a fixed price contract with price adjustment.

SECTION 2 – SERVICES OF THE CONTRACTOR

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

- A. The CONTRACTOR shall provide services as described in the detailed scope of work provided in GPA-RFP-26-003.
- B. The CONTRACTOR has assigned _____ as the Project Manager for this Contract. Prior written approval is required in the event the CONTRACTOR needs to change the Project Manager. The CONTRACTOR shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The CONTRACTOR shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office compatible or in an alternate format approved by GPA. The software version used shall be compatible to current GPA standards.

SECTION 3 – PERIOD OF SERVICE

GPA and the CONTRACTOR agree this CONTRACT will be effective commencing October 1st, 2026 for a base contract period of three (3) years. Upon mutual agreement, the CONTRACT may be extended for two (2) additional one (1) year periods beyond the base contract term (for a maximum contract length of five (5) years), subject to the availability of funds.

SECTION 4 - CONTRACTOR'S COMPENSATION

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

SECTION 5 - CONTRACTOR'S STATUS

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

- A. Insurance coverage provided by GPA;
- B. Participation in the Government of Guam retirement system;
- C. Accumulation of vacation or sick leave;

There shall be no withholding of taxes by GPA;

It is expressly understood and agreed that, in the performance of services under this CONTRACT, CONTRACTOR and its employees shall at all times act as independent contractors with respect to GPA, and not as an employee or agent of GPA. Further, it is expressly understood and agreed by the parties that nothing contained in this CONTRACT shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship is and shall remain that of independent parties to a contractual relationship set forth in this CONTRACT.

SECTION 6 – GUAM POWER AUTHORITY'S RESPONSIBILITIES

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

SECTION 7 - INVOICING AND PAYMENT TERMS & CONDITIONS

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

SECTION 8 – TERMINATION FOR CONVENIENCE

- (a) Termination. GPA may, when the interests of GPA so require, terminate this CONTRACT in whole or in part, for the convenience of GPA. GPA shall give ten (10) days prior written notice of the termination to the CONTRACTOR specifying the part of the CONTRACT terminated and when termination becomes effective.
- (b) Contractor's Obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the CONTRACTOR will stop work to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work and CONTRACTOR will be compensated in accordance with this CONTRACT. The CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (c) Right to Supplies. GPA may require the CONTRACTOR to transfer title and deliver to GPA in the manner and to the extent directed by GPA:
 - (1) any completed supplies; and

- (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this CONTRACT.

The CONTRACTOR shall, upon direction of GPA, protect and preserve property in the possession of the CONTRACTOR in which GPA has an interest. If GPA does not exercise this right, the CONTRACTOR shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, 13 GCA § 2706 (quoted at the end of 2 GAR § 6101(10)(d)). Utilization of this Section in no way implies that GPA has breached the CONTRACT by exercise of the Termination for Convenience Clause.

(d) Compensation.

- (1) 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 2 GAR §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, GPA may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (2) GPA and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GPA, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.
- (3) Absent complete agreement under Subparagraph (b) of this Paragraph, GPA shall pay the CONTRACTOR the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
 - i. contract prices for supplies or services accepted under the contract;
 - ii. costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire CONTRACT would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - iii. costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;
 - iv. the reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the CONTRACT for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this CONTRACT. The total sum to be paid the CONTRACTOR under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the number of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION 9 - CHANGES

- (a) Change Order. By a written order, at any time, and without notice to surety, GPA may, subject to all appropriate adjustments, make changes within the general scope of this CONTRACT in any one or more of the following:
 - (1) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;
 - (2) method of shipment or packing; or
 - (3) place of delivery.
- (b) Adjustments of Price or Time for Performance. If any such change order increases or decreases the CONTRACTOR's cost of, or the time required for performance of any part of the work under this CONTRACT, whether or not changed by the order, an adjustment shall be made and the CONTRACT modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this CONTRACT. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the CONTRACT as changed, provided that the territory promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (c) Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (a) (Change Order) of this clause, unless such period is extended by GPA in writing, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR's claim unless GPA is prejudiced by the delay in notification.
- (d) Claims Barred After Final Payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this CONTRACT.
- (e) Other Claims Not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the CONTRACTOR's right to pursue a claim arising under the CONTRACT if pursued in accordance with the clause entitled, "Claims Based on GPA's Actions or Omissions, Notice of Claim Clause", or for breach of contract.

SECTION 10 – CLAIMS BASED ON GPA'S ACTIONS OR OMISSIONS

- (a) Notice of Claim. If any action or omission on the part of GPA requiring performance changes within the scope of the CONTRACT constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the CONTRACT in compliance with the directions or orders of GPA, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (1) the CONTRACTOR shall have given written notice to GPA:
 - i. prior to the commencement of the work involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - ii. within 30 days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the work; or
 - iii. within such further time as may be allowed by GPA in writing. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. GPA, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of GPA.
 - (2) the notice required by Subparagraph (1) of this Section describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (3) the CONTRACTOR maintains and, upon request, makes available to GPA within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

- (b) Limitations of Clause. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules of law precluding any government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the CONTRACT.
- (c) Adjustments of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this CONTRACT.

SECTION 11 – PRICE ADJUSTMENT

- (a) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this CONTRACT shall be made in one or more of the following ways:
 - (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) by unit prices specified in the CONTRACT or subsequently agreed upon;
 - (3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the CONTRACT or subsequently agreed upon;
 - (4) in such other manner as the parties may mutually agree; or
 - (5) in the absence of agreement between the parties, by a unilateral determination by GPA of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by GPA in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.
- (b) Submission of Cost or Pricing Data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

SECTION 12 – ASSIGNMENT OF AGREEMENT

Contractor shall not sell, transfer, pledge, encumber or assign this CONTRACT or any of the rights, interests or obligations hereunder without the prior written consent of GPA, which consent shall not be unreasonably withheld, conditioned or delayed, except that GPA shall have the right to withhold its consent if, in GPA's reasonable determination, such sale, transfer, pledge, encumbrance or assignment will have a materially adverse effect on the timely execution of the CONTRACT or the economic interests of GPA. Any assignment of this CONTRACT in violation of the foregoing shall be, at the option of GPA, void.

SECTION 13 – FORCE MAJEURE

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

SECTION 14 – TAXES

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

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

SECTION 15 - NOTICES

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

TO: _____ CONTRACTOR Name and Address

COPY: _____ If applicable, Name and address

FAX: _____ Fax number

TO: Guam Power Authority
P.O. Box 2977
Hagatna, Guam 96932-2977

ATTN: General Manager
FAX: (671) 648-3165

SECTION 16 – GOVERNING LAW

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

SECTION 17 – SUPPLEMENTAL CONTRACT PROVISIONS

In the event of conflict between this Agreement and the Supplemental Contract Provisions, this Agreement and its provisions take precedence over the Supplemental Contract Provisions.

SECTION 18 – RELEASE OF INFORMATION

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

SECTION 19 – INDEMNIFICATION

Contractor agrees to save and hold harmless GPA, its board members, officers, 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 to the extent arising out of the negligent acts or omissions of the CONTRACTOR, CONTRACTOR's officers, agents (including subcontractors), servants or employees in the performance of its Services under this CONTRACT. To the extent permitted by law, GPA and CONTRACTOR waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this agreement.

GPA agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Government Claims Act against GPA for personal injuries or property damage resulting from the negligent or wrongful act or omission of any GPA employee while acting within the scope of his or her employment, arising out of this Contract. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the 1st day of October, 2026. The CONTRACTOR warrants that the person who is signing this CONTRACT on behalf of the CONTRACTOR is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

SECTION 20 – DISPUTES

GPA and the CONTRACTOR agree to attempt resolution of all controversies which arise under, or are by virtue of, this CONTRACTOR through mutual agreement. If the controversy is not resolved by mutual agreement, then the controversy shall be decided by GPA in writing within sixty (60) days after the CONTRACTOR shall request GPA in writing to issue a final decision. If GPA does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the CONTRACTOR may proceed as though GPA had issued a decision adverse to the CONTRACTOR.

GPA 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.

GPA's decision shall be final and conclusive, unless fraudulent or unless the CONTRACTOR appeals the decision as follows:

- a) For disputes involving money owed by or to GPA under this CONTRACT, the CONTRACTOR files appeal of the decision in accordance with the Government Claims Act by filing a government claim with GPA no later than eighteen months after the decision is rendered by GPA or from the date when a decision should have been rendered.
- b) For all other disputes arising under this CONTRACT, the CONTRACTOR files an appeal with the Office of the Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427(e) within sixty days of GPA's decision or from the date the decision should have been made.

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

The CONTRACTOR shall comply with GPA'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 GPA. However, if GPA 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 material breach by GPA.

SECTION 21 – RELEASE OF INFORMATION

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

SECTION 22 – INSURANCE

The CONTRACTOR shall not commence work under this CONTRACT until he has obtained the following insurance Technology E&O and Cyber Liability Insurance. The CONTRACTOR shall furnish GUAM POWER AUTHORITY with an executed Certificate of Insurance (on a form satisfactory to GPA) evidencing the insurance required in this Section of this Agreement. CONTRACTOR shall cause each insurer to agree to give GPA at least thirty (30) days written notice of cancellation, expiration, or non-renewal of any policies or coverage, or of any other changes that would materially reduce the limits or coverage of such policies or coverage. CONTRACTOR shall provide copies of its insurance policies required under this Agreement upon GPA's request.

SECTION 23 – LICENSING

CONTRACTOR shall maintain all necessary licenses and shall comply with Guam licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

SECTION 24 – REPRESENTATIVE REGARDING CONTINGENT FEES

The CONTRACTOR represents that it has not retained a person to solicit or secure a government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of this representation shall give GPA the right to terminate the CONTRACTOR, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees.

SECTION 25 – AMERICAN DISABILITIES ACT

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

SECTION 26 – STATEMENT CONCERNING ETHICAL STANDARDS

In accordance with 2 GAR, Div. 4 § 11103(b), CONTRACTOR represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5

Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

SECTION 27 – EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 28 – PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS

- a. Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

SECTION 29 – RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS AT GOVERNMENT OF GUAM VENUES

The CONTRACTOR represents that no person providing services on behalf of the CONTRACTOR or in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the CONTRACTOR relative to this CONTRACT. If any person employed by the CONTRACTOR and providing services under this CONTRACT is convicted subsequent to the date of this CONTRACT, then the CONTRACTOR represents that it will notify GPA of the conviction within twenty-four hours of being made aware of the conviction, and will immediately remove such convicted person from providing services under this CONTRACT. If the CONTRACTOR is found to be in violation of any of the provisions of this paragraph, then GPA shall give Notice to the CONTRACTOR to take corrective action. The CONTRACTOR shall take corrective action within twenty-four hours of Notice from GPA, and the CONTRACTOR shall notify GPA when action has been taken. If the CONTRACTOR fails to take corrective steps within twenty- four hours of Notice from GPA, then GPA in its sole discretion may suspend this CONTRACT temporarily upon prior written Notice to the CONTRACTOR until the individual in question is removed from service to GPA.

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date indicated by each signature. The CONTRACTOR represents that the person who is signing this CONTRACT on behalf of the CONTRACTOR is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

SECTION 30 – WAGES AND BENEFITS

The CONTRACTOR has read and understands the provisions of 5 GCA § 5801 and § 5802 governing wage and benefits determination. CONTRACTOR acknowledges the obligation to pay its employees on Guam who are delivering services to Guam in accordance with the U.S. DOL Wages and Benefits Determination as stated in 5 GCA §§ 5801 and 5802. A copy of the most recent U.S. DOL Wages and Benefits Determination for the Guam Region is attached hereto and incorporated by reference to this Contract. CONTRACTOR shall apply the Wage and Benefits Determination for Guam promulgated by the U.S. Department of Labor on a date most recent to the renewal date of the Contract in accordance with 5 GCA §§ 5801 and 5802.

Contractor
Title
Company Name
Federal I.D. No. /Social Security No.

GUAM POWER AUTHORITY

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

DATE

APPROVED AS TO FORM:

MARIANNE WOLOSCHUK
STAFF ATTORNEY
GUAM POWER AUTHORITY

DATE

4 SOLICITATION AND TECHNICAL REQUIREMENTS

GPA Web Hosting Service Solution

4.1 General

Guam Power Authority (GPA) is seeking proposals from qualified, responsible, and responsive firms or consultants (hereinafter referred to as "CONTRACTOR") interested in providing a Managed Web Hosting Service Solution for GPA. The CONTRACTOR will be responsible for providing and maintaining the infrastructure of the Managed Web Hosting Service Solution which must reside off-site. The Managed Web Hosting Service will apply to the following websites with the option to add additional websites during the duration of the contract:

- <https://paygpa.com/>
- <https://qparebates.com/>

4.2 Scope of Work

GPA seeks a qualified professional firm to work closely with GPA's Information Technology (IT) team to provide a viable solution for a Managed Web Hosting Service. The CONTRACTOR's submittal shall include all one-time and recurring charges for the following CONTRACTOR responsibilities:

4.2.1 Hosting Environment

- a. Provide a stable and secure hosting environment suitable for public-facing websites.
- b. Support for standard web technologies (e.g. PHP, MySQL, Python, Node.js, SSL/TLS)
- c. Provide options for shared, virtual private server (VPS), cloud, or dedicated hosting as appropriate.
- d. Storage and Server Management
 - i. Setup of Virtual Private Servers
 1. Scalable Web Hosting Server Specifications
 - a. 64-bit Linux Server
 - b. 4-8 CPU cores
 - c. 16-32 GB RAM
 - d. 500-1000 GB SSD or NVMe storage
- e. Optimal configurations and timely maintenance

4.2.2 Uptime and Performance

- a. Ensure a minimum uptime guarantee of 99.9%, excluding scheduled maintenance.
- b. Provide scalable infrastructure to handle traffic spikes and growth.
- c. Include performance monitoring and reporting tools.

4.2.3 Security Requirements

- a. Implement industry-standard physical and network security practices.
- b. Provide DDoS protection, malware scanning, firewalls, and intrusion detection/prevention.
- c. Network-based, Host-Based, and/or Web Application Firewall
- d. Up-to-date security patches/updates

4.2.4 Backup and Disaster Recovery

- a. Daily automated backups with retention policies of at least 30 days.
- b. Disaster Recovery plan to ensure business continuity in case of server failure or data loss.
- c. Ability to perform data recovery/restoration

4.2.5 Support and Maintenance

- a. Provide 24/7 technical support with defined response times to troubleshoot issues and address technical problems
- b. Include patch management and server maintenance services.
- c. Offer a clear escalation process and service-level agreements (SLAs)

4.2.6 Control Panel and Access

- a. Provide an intuitive web-based control panel (e.g. cPanel, Plesk) for site and server management.
- b. Secure access via VPN or other encrypted protocols for administrative tasks.

4.2.7 Compliance and Data Protection

- a. Comply with relevant data privacy and protection regulations (e.g. GDPR, HIPAA), if applicable.
- b. Ensure hosting data remains within approved geographic or jurisdictional boundaries.

4.2.8 Reporting and Analytics

- a. Monthly reports on uptime, performance, usage, and security incidents
- b. Real-time access to analytics and monitoring dashboards.

4.2.9 Other Features

- a. Email hosting
- b. DNS management
- c. Web Analytics

5 DELIVERABLES

The following are the required deliverables from the CONTRACTOR:

- Status reports of all ongoing projects related to GPA Web Hosting Services
- Server and network analytics related for GPA Web Hosting Services
- Any program code used in the development/enhancement of GPA Web Hosting Services, to include those used on testing and production environments
- All documentation required to manage and maintain the GPA Web Hosting Services
- Any 3rd party hosted accounts to include user credentials which are required for the continued operations of GPA Web Hosting Services
- Any other information, credentials, external contracts required for the continued operations of GPA Web Hosting Services

6 FUNCTIONALITY TABLE

CONTRACTOR will need to be able to provide the following as a part of their web hosting service solution:

Component/Module Name	Function	Offered by Vendor (Yes/No)	Vendor Comment
Server Management	system administration, software updates, performance monitoring, security measures, backups, and hardware maintenance		
Network Management	monitoring network performance, ensuring security, managing bandwidth, and troubleshooting connectivity issues.		
Resource Management	managing CPU, RAM, storage, and bandwidth allocation, as well as monitoring, security measures, and performance optimization		
Certificate Management	obtaining, installing, and renewing SSL/TLS certificates		
Reporting & Analytics	track, analyze, and interpret data related to traffic, user behavior, and performance		
Ticketing Process	submit, monitor, track, and manage reported internal and external issues		
24/7 Support	Support for 24 hours a day, 7 days a week to address issues, answer questions, and provide assistance with various technical matters		

7 QUALIFICATIONS

GPA seeks a CONTRACTOR with excellent qualifications to provide a Managed Web Hosting Service Solution.

1. The CONTRACTOR's project team members should have at least three (3) years of experience supporting a Managed Web Hosting Service Solution.
2. Resumes of team members provided should include all experiences related to the support of a Managed Web Hosting Service Solution.
3. CONTRACTOR should have at least five (5) years of documented experience with providing Managed Web Hosting Services. CONTRACTOR must submit evidence of prior work from four (4) or more clients.

7.1 CONTRACTOR Qualifications Evaluation

GPA will evaluate the CONTRACTOR's qualifications for the RFP Scope in the following areas:

1. Technical Skills
2. Experience
3. Customer Service

7.1.1 Independence

Independence shall mean the CONTRACTOR Company and Project Team exhibits the following:

- Characterized by professional objectivity and accept no compensation or financial benefit other than their fees or salary, directly or indirectly, as a result of their recommendations to clients
- Independent and not affiliated with any manufacturer or vendor of security equipment
- Does not profit in any way from a client's selection of vendors or contractors
- Does not have any form of affiliation with a product or service that could be construed as a possible conflict of interest
- Provides advice and recommendations based solely on the needs of their clients

CONTRACTOR shall affirm by submitting their proposal a declaration of their Independence as defined above.

7.1.2 Character

CONTRACTOR Company Officers or Project Team cannot include any person who has been convicted of any felony, or who has been convicted of any crime involving moral turpitude, or who has engaged in any act which constitutes moral turpitude.

7.1.3 Code of Ethics

CONTRACTOR must agree to abide by the following code of ethics:

- Will view and handle as confidential all information concerning the affairs of the client
- Will not take personal, financial, or any other advantage of inside information gained by virtue of the consulting relationship
- Will inform clients and prospective clients of any special relationship or circumstances that could be considered a conflict of interest
- Will never charge more than a reasonable fee; and, whenever possible, the consultant will agree with the client in advance on the fee or basis for the fee
- Will neither accept nor pay fees or commissions for client referrals
- Will not accept fees, commissions or other valuable considerations from any individual or organization whose equipment, supplies or services they might or do recommend in the course of his or her services to a client
- Will only accept assignments for and render expert opinions on matters they are eminently qualified in and for.

8 RFP EVALUATION CRITERIA

A team composing of five (5) members will be chosen by GPA to evaluate the proposals based on the above criteria. Each team member will rank each CONTRACTOR based on points received from the total weighted criteria. A final ranking will be determined by consolidating the team members' ranking.

Section	Title	Criteria	Percentage	Raw Score (Low = 0, High = 100)	Equivalent Score (Raw Score x Percentage)
1	General RFP Scope	CONTRACTOR must clearly describe their experience in delivering the scope or work.	20%	100	20
2	Technical Skills	CONTRACTOR must clearly describe their team member's proficiency in server management, networking, security, and other technical skills beneficial to providing web hosting services	15%	100	15
3	Experience	CONTRACTOR must clearly describe their experience providing web hosting services to other customers	15%	100	15
4	Customer Service	CONTRACTOR must clearly describe their customer support service e.g. support hours, ticketing process, average time to resolution (TTR)	15%	100	15
8	Functionality	CONTRACTORS' proposal to address the listed required functionality table requirements.	20%	100	20
9	Additional Options	CONTRACTORS' inclusion of additional support, tools, and services not required by the GPA	5%	100	5
10	Project Management	CONTRACTOR must clearly describe the proposed project plan to include scope, tasks, dependencies, and timeline.	10%	100	10
		TOTAL MAX SCORE	100%		100
**MINIMUM SCORE QUALIFICATION IS 70%					

APPENDIX A OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)
 HAGATNA, GUAM)

I, the undersigned, _____, being first duly sworn, depose and say:
 (partner or officer of the company of, etc.)

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

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

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

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

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

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

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

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

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

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

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

<u>Name</u>	<u>Address</u>	<u>Amount of Commission, Gratuity, or Other Compensation</u>
_____	_____	_____
_____	_____	_____

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

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

Further, affiant sayeth naught.

Date: _____

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

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

Notary Public _____

In and for the Territory of Guam

My Commission expires: _____

APPENDIX C NO GRATUITIES OR KICKBACKS AFFIDAVIT

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM)
)ss:
HAGATNA, GUAM)

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

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

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public _____

In and for the Territory of Guam

My commission expires: _____

APPENDIX D ETHICAL STANDARDS AFFIDAVIT

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM)
)ss:
HAGATNA, GUAM)

_____, being first duly sworn, deposes and says:

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

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

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

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public _____

In and for the Territory of Guam

My commission expires: _____

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

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

Procurement No.: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

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

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public _____

In and for the Territory of Guam

My commission expires: _____

"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.: 26 Date Of Last Revision: 12/03/2025

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85
01012 - Accounting Clerk II		16.67
01013 - Accounting Clerk III		18.64
01020 - Administrative Assistant		23.15
01035 - Court Reporter		18.86
01041 - Customer Service Representative I		14.06
01042 - Customer Service Representative II		15.39
01043 - Customer Service Representative III		17.22
01051 - Data Entry Operator I		13.28
01052 - Data Entry Operator II		14.49
01060 - Dispatcher, Motor Vehicle		18.86
01070 - Document Preparation Clerk		15.02
01090 - Duplicating Machine Operator		15.02
01111 - General Clerk I		12.37
01112 - General Clerk II		13.50
01113 - General Clerk III		15.15
01120 - Housing Referral Assistant		21.02
01141 - Messenger Courier		12.00
01191 - Order Clerk I		13.76
01192 - Order Clerk II		15.02
01261 - Personnel Assistant (Employment) I		16.86
01262 - Personnel Assistant (Employment) II		18.86
01263 - Personnel Assistant (Employment) III		21.02
01270 - Production Control Clerk		25.27
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		16.86
01311 - Secretary I		16.86
01312 - Secretary II		18.86
01313 - Secretary III		21.02
01320 - Service Order Dispatcher		16.86
01410 - Supply Technician		23.15
01420 - Survey Worker		18.69
01460 - Switchboard Operator/Receptionist		10.98
01531 - Travel Clerk I		15.02
01532 - Travel Clerk II		16.85
01533 - Travel Clerk III		18.26
01611 - Word Processor I		15.02
01612 - Word Processor II		16.86
01613 - Word Processor III		18.86
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	19.14
05010 - Automotive Electrician	17.97
05040 - Automotive Glass Installer	16.81
05070 - Automotive Worker	16.81
05110 - Mobile Equipment Servicer	14.42
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.81
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.20
05250 - Motor Vehicle Upholstery Worker	15.64
05280 - Motor Vehicle Wrecker	16.81
05310 - Painter, Automotive	17.97
05340 - Radiator Repair Specialist	16.81
05370 - Tire Repairer	12.98
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.43
07041 - Cook I	16.18
07042 - Cook II	18.86
07070 - Dishwasher	10.00
07130 - Food Service Worker	10.57
07210 - Meat Cutter	13.36
07260 - Waiter/Waitress	9.89
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47
09110 - Furniture Repairer, Minor	17.15
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.49
11060 - Elevator Operator	10.67
11090 - Gardener	16.81
11122 - Housekeeping Aide	10.67
11150 - Janitor	10.67
11210 - Laborer, Grounds Maintenance	12.71
11240 - Maid or Houseman	10.59
11260 - Pruner	11.37
11270 - Tractor Operator	15.39
11330 - Trail Maintenance Worker	12.71
11360 - Window Cleaner	11.92
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.91
12222 - Nursing Assistant II	14.52
12223 - Nursing Assistant III	15.85
12224 - Nursing Assistant IV	17.79

12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	31.17
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	11.60
16030 - Counter Attendant	11.60
16040 - Dry Cleaner	13.23
16070 - Finisher, Flatwork, Machine	11.60
16090 - Presser, Hand	11.60
16110 - Presser, Machine, Drycleaning	11.60
16130 - Presser, Machine, Shirts	11.60
16160 - Presser, Machine, Wearing Apparel, Laundry	11.60
16190 - Sewing Machine Operator	13.79
16220 - Tailor	14.34
16250 - Washer, Machine	12.14
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.87
21030 - Material Coordinator	25.27
21040 - Material Expediter	25.27
21050 - Material Handling Laborer	13.83
21071 - Order Filler	10.67
21080 - Production Line Worker (Food Processing)	15.87
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	17.46
21150 - Stock Clerk	24.56
21210 - Tools And Parts Attendant	15.87
21410 - Warehouse Specialist	15.87
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	19.70
23120 - Bicycle Repairer	15.81
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15
23290 - Fire Alarm System Mechanic	17.12
23310 - Fire Extinguisher Repairer	15.81
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81
23370 - General Maintenance Worker	14.03
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98

23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.66
23440 - Heavy Equipment Operator	18.87
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	26.47
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.87
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09
24570 - Child Care Attendant	10.27
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	15.47
24620 - Family Readiness And Support Services Coordinator	16.09
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.89
27007 - Baggage Inspector	10.63
27008 - Corrections Officer	14.59
27010 - Court Security Officer	14.59
27030 - Detection Dog Handler	11.89
27040 - Detention Officer	14.59
27070 - Firefighter	14.59
27101 - Guard I	10.63
27102 - Guard II	11.89
27131 - Police Officer I	14.59
27132 - Police Officer II	16.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.68
28042 - Carnival Equipment Repairer	14.95
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.50
28310 - Lifeguard	11.60

28350 - Park Attendant (Aide)	16.21
28510 - Recreation Aide/Health Facility Attendant	13.02
28515 - Recreation Specialist	20.09
28630 - Sports Official	12.91
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.62
29020 - Hatch Tender	28.62
29030 - Line Handler	28.62
29041 - Stevedore I	26.63
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.99
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	21.15
30362 - Paralegal/Legal Assistant II	26.20
30363 - Paralegal/Legal Assistant III	32.04
30364 - Paralegal/Legal Assistant IV	38.76
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21
30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.96
30621 - Weather Observer, Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	8.97
31030 - Bus Driver	12.75
31043 - Driver Courier	10.53
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	12.48

31310 - Taxi Driver	11.41
31361 - Truckdriver, Light	11.50
31362 - Truckdriver, Medium	12.48
31363 - Truckdriver, Heavy	17.88
31364 - Truckdriver, Tractor-Trailer	17.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27
99030 - Cashier	10.51
99050 - Desk Clerk	10.13
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	26.81
99252 - Laboratory Animal Caretaker II	29.29
99260 - Marketing Analyst	21.54
99310 - Mortician	29.28
99410 - Pest Controller	16.07
99510 - Photofinishing Worker	15.39
99710 - Recycling Laborer	19.05
99711 - Recycling Specialist	25.72
99730 - Refuse Collector	18.04
99810 - Sales Clerk	11.36
99820 - School Crossing Guard	19.81
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	26.81
99841 - Vending Machine Repairer	34.14
99842 - Vending Machine Repairer Helper	26.81

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month*

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

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order

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

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

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

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

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

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

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

APPENDIX F RESTRICTION AGAINST CONVICTED SEX OFFENDERS
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SPECIAL PROVISIONS**Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property**

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

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

SOURCE: *Added by P.L. 28-024:2 (Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2006).*

Signature of Bidder	Date
Proposer, if an individual;	
Partner, if a partnership;	
Officer, if a corporation	

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

Notary Public

