



**GUAHAN ACADEMY CHARTER SCHOOL
REQUEST FOR PROPOSAL
No. GACS 12-2023-002
for
PROGRAMMING & A/E DESIGN CONSULTING SERVICES
NEW K-12 SCHOOL FACILITY
GACS, GUAM, USA**

**ISSUED BY: Guahan Academy Charter School
Bldgs C, D, E – Mariner Avenue, Tiyan
Barrigada, Guam 96913**

ISSUE DATE: Friday, December 22, 2023

SUBMITTAL DEADLINE: Friday, January 12, 2024, 4:00 PM CHST



PUBLIC NOTICE

This Advertisement is paid with Government of Guam local funds by:

Guahan Academy Charter School

REQUEST FOR PROPOSAL

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for

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Place:

**Guahan Academy Charter School
Bldgs C, D, E – Mariner Avenue, Tiyan
Barrigada, Guam 96913**

**Interested parties may pick up the qualification specifications
at said place or download from: <https://www.guahanacademy.org>
No phone calls please. There is a \$10.00 fee charge for the package.**

/s/ Fe Valencia-OValles

Chairwoman, Board of Trustees
Guahan Academy Charter School

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BASIC INFORMATION

Guahan Academy Charter School (GACS) is soliciting proposals from qualified and interested Professional Planning and Programming Firm(s) to provide services for the Guahan Academy Charter School K-12 School Facility Project. The Charter School is seeking programming, consulting services to identify, summarize, and document programmatic and facility needs for use by the Builder/Contractor, as well as to write the RFP or IFB documents for the next stage of the project; and/or provide services to include but not limited to A&E Design Consulting Services for the K – 12 School Facility Project.

At the Charter School's option, the programming consultant may be retained to be in the design team and/or be the (PM) project management team in the construction phase to represent Guahan Academy Charter School.

Prospective firms are advised that the below schedule is subject to significant revision.

I. RFP Timeline

- | | |
|--|--|
| 1. Deadline for Receipt of Written Questions | 4:00 p.m. Friday, December 29, 2023 |
| 2. Proposal Submission Deadline | 4:00 p.m. Friday, January 12, 2024 |
| 3. Evaluate qualifications submittals | Monday, January 15 to Friday, January 19, 2024 |
| 4. Interview finalists (if necessary) | Week of January 29, 2024 |
| 5. Board of Trustees Approval (Anticipated) | Tuesday, February 06, 2024 |
| 6. Earliest Contract Award | Week of February 12, 2024 |

II. Background & Facility Goals

The Guahan Academy Charter School, Inc., (GACS) is a nonprofit public benefit corporation that is established for the purpose of operating an academy charter school which operates independently from the Guam Public School System for the purposes specifically set forth in the Guam Charter School Law, 17 GCA §12102. GACS is established to implement the National Institute for Direct Instruction (NIFDI) School-Wide Reform Model. It shall have those powers set forth in 17 GCA Section §12107 and all lawful powers necessary or convenient to carry out any such purpose, and all rights, privileges and authorities granted by or consistent with any applicable law, unless and only to the extent expressly restricted by its Articles or Bylaws.

The first Charter granted to GACS is for a five (5) year period. The latest charter granted by the Charter Council was in 2018 and is valid until June 2024. GACS is subject to independent oversight by the Guam Academy Charter Schools Council (the Council). The Council is tasked with monitoring GACS' operations, compliance with applicable laws and the provisions of the Charter granted, the progress of meeting student academic achievement expectations specified in the Charter, and compliance with annual reporting requirements.

PHILOSOPHY, VISION & MISSION STATEMENTS:

At GACS, we believe that each student can learn and become productive citizens when given resources that support and promote lifelong learning to attain academic and social successes. We understand that learning is an evolving concept. Therefore, given the tools of effective research-based practices, students will be offered opportunities to challenge themselves and take ownership of their learning.

In terms of social development, we believe in building character and encouraging students to be productive members of society. With our focus on resourcefulness, respect, and responsibility, we aim to nurture student's abilities to set and achieve goals, communicate effectively, think critically, and develop a self-motivated pursuit of knowledge.

Our vision is for GACS students to be respectful, responsible and resourceful.

Our mission is to empower our students with proven educational practices and social supports to be productive citizens in the community.

The goals of this new facility are:

- The school facility should be built on the 5-acre property located at Barrigada, Guam USA.
- Provide a safe and culturally responsive space for a minimum of 850 Kinder to 12th Grade students.
- The overall facility is expected also to have collaborative office space for GACS leadership, and digital technology to facilitate interaction with the community. Visitors, faculty and students of all cultures should be able to connect to GACS through this facility.
- The facility should have a Cafeteria and a Gymnasium.

III. **Scope of Services**

The preliminary scope of work is as follows:

1. Conduct multiple planning discussion sessions with user groups to identify the specific programmatic and facility needs to be incorporated into the project.
2. Create a preliminary program summary document for review and comment.
3. Conduct final planning sessions to discuss review comments and revise program conclusions.
4. Create a final program document for use in procuring the project for the next phase of the procurement.
5. Conduct Site Feasibility Study, including pedestrian/vehicular traffic analysis and emergency vehicle access considerations as needed. Geotechnical evaluation and site characterization by GACS.
6. Develop the RFP/IFB document for use in procuring the project, to include applicable technical narratives by discipline (i.e. civil, structural, mechanical, electrical, etc.) sufficient for developing pricing.
7. Provide cost estimates to be used for financing and competitive bidding for construction.

Owner Options:

8. Provide plans, designs, specifications/reports that meet latest Federal and Local regulations and Building Codes.

9. Provide continued Owner representation services during the RFQ/RFP process and provide design deliverables (as required).

Project meetings will occur in the current facility at Tiyan, Guam. The actual extent of professional services undertaken will be subject to available funding and administrative decisions.

IV. Term and Time of Performance

The successful proposer or Consultant shall commence work upon the issuance of Notice to Proceed (NTP) and upon execution of the Kick-Off meeting.

V. Type of Contract

A Service Agreement will be consummated between the Proposer and the Charter School. The Proposer must be fully licensed to conduct business on Guam prior to execution of any contract resulting from this RFP. Proposer must also be registered with the Guam PEALS Board and authorized to practice engineering on Guam.

VI. Submission Deadline and Requirements

Each Proposer submitting a Proposal for any portion of the work covered by the RFP, the Proposal, or the Proposal Documents shall execute all required affidavits and certification forms, in the form provided with this RFP. Such affidavits and certification forms shall be attached to the Proposal. Any forms that are required to be notarized must be notarized no more than thirty-(30) days prior to submission of the Proposal. Failure to submit all required forms will result in rejection of the Proposal.

To be considered, all proposals and statements of qualifications in response to this RFP solicitation shall be in writing, must be time stamped and received at the Guahan Academy Charter School Tiyan Campus to the attention of the Chief Executive Officer, no later than **4:00pm, Chamorro Standard Time, Friday, January 12, 2024.**

During preparation of the qualification's submittal, all communications with Guahan Academy Charter School regarding the project shall be made with Bernadette B. Lacap, Acting Procurement Officer at telephone (671)734-1066 or via e-mail at procurement@guahanacademy.org

VII. No Pre-Proposal Discussions

No oral discussion, explanation, or instructions in regard to the meaning of any provision of this RFP will be allowed or given on or before the submission due date for all Proposals.

All communications and any questions concerning possible discrepancies, omissions, or doubts as to the meaning of any provision of this RFP shall be raised before the submission due date for Proposals and shall be communicated in writing on or before **Friday, December 29, 2023, on or before 4:00 PM C.S.T.** to the following Single Point of Contact for the Guahan Academy Charter School: Mrs. Bernadette Lacap via e-mail at procurement@guahanacademy.org.

Written answers to all timely and properly submitted written questions submitted on or before **Friday December 29, 2023 on or before 4:00 PM, C.S.T.** shall be answered on or before **Friday, January 5, 2024, on or before 4:00 PM C.S.T.** Mrs. Bernadette Lacap will notify all Proposers of any substantive modification or clarification provided in response to any timely and properly submitted written questions. Guahan Academy Charter School may extend any applicable dates or due dates if any circumstance or information significantly amends the solicitation or makes compliance with the original proposed due dates impractical. The GACS is not required to respond to untimely or improperly submitted questions or communications.

VIII. Trade Secrets and Proprietary Data

Proposers may designate those portions of their proposal that contain trade secrets or proprietary data, which are to remain confidential. GACS will examine any such request to designate portions of proposals as trade secrets or proprietary data as confidential and determine the validity of such request prior to entering into negotiations with prospective firm/consultant.

IX. Contents of the Proposal

At a minimum, the proposal shall contain:

1. Checklist (not part of 25-page limit)

The accompanying Checklist shall be a required part of the submittal information furnished by each applicant. The importance of completing the Checklist and assuring that all required submittal information included is emphasized.

2. Cover Letter (5 Points)

A cover letter on letterhead stationery shall be a required part of the submittal. The letter shall state the project for which consideration is requested. The letter shall clearly identify the prime applicant name(s) and any joint venture or association arrangements.

3. Basic Information (10 Points)

Name, Address, Phone numbers, email addresses, Year Established, Type of Ownership (Individual Proprietor, Partnership, Corporation, etc.), Type of firm (Architects, Engineers, etc.), Professional Engineers, Architects and Land Surveyors PEALS Certificate of Authorization (COA) and/or other Business Licenses, Registration Number, Branch Office Addresses, size of firm and previous name of firm. Include this same information for any proposed subconsultant support.

3. Firm Experience (45 Points)

List the names, dates, clients, and budgets of up to five similar projects which have been accomplished by applicant firm which provide significant experience and qualifications for this project. Indicate what it is about each referenced project which provides experience relevant to GACS's project. Include references and contact information for each submitted project.

4. Proposed Project Personnel (30 Points)

List the Principals and Key Personnel to be assigned to this project. Describe their availability, assignment, and involvement in each stage of the project.

5. Commitment to Project (10 Points)

Continuity of the consultant team is important to the success of this project. Provide information to assure GACS that the proposed team will remain with the project through the duration of the work, to include the schedule or timeline of activities.

X. Selection Criteria

Each member of the Consultant Selection Team will review and score submittals received. Overall ranking will be based upon average of scores given by the Evaluation Committee established by the Chief Executive Officer.

XI. Interviews

Interviews may be conducted if the Consultant Selection Team feels that interviews are needed. It is possible that up to three firms may be shortlisted for interviews. Notification of potential interviews will be per the schedule in Section A above. Interviews, if required, will be worth 50 points and the organization and content will be provided at the time of notification of shortlisting of firms. Results of scoring will be provided to the non-shortlisted teams at the conclusion of the RFP phase and to the non-selected firms after contract signing with the selected firm. Upon shortlisting notification, firms should anticipate preparing a draft fee proposal, so that once the selected firm is notified, fee negotiations can begin immediately.

XII. Fee Proposals

Proposers shall not submit any cost or pricing data with their proposal. Fee proposal will be solicited by GACS upon selection of the highest ranked proposal and be submitted at a time and in a format as determined by the charter school.

XIII. Nondiscrimination

Guahan Academy Charter School is committed to the enhancement of opportunities for minority and women owned and controlled firms in public contracting. Guam business enterprises will be afforded full opportunity to submit proposals in response to this Request for Qualifications and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration of an award. While neither required nor is a part of applicant responsiveness, the use or solicitation of minority and women's business enterprise firms is expressly encouraged.

GENERAL TERMS AND CONDITIONS

I. Payment

Actual fees or payment will be negotiated with GACS and shall be made using a method mutually agreed upon by GACS and the successful proposer. If the proposer and the charter school cannot agree on a fee, the charter school may cancel the negotiations and begin negotiations with the next highest ranked respondent. Should the charter school choose to cancel the negotiations upon failure to arrive at a fee agreement, such cancellation will be effective upon receipt of written notification to the proposer. The proposer shall not be reimbursed for any costs associated with the fee negotiations.

II. Insurance

The successful proposer shall procure and maintain at their own expense all necessary comprehensive insurance for their employees including but not limited to Worker's Compensation and General Liability Insurance required by GACS.

III. Proposal Format

All Proposals and Proposal Documents must be submitted in writing. Interested Proposers shall submit their written Proposals and Proposal Documents in a sealed envelope to include one (1) original and five (5) copies and one (1) electronic file (.pdf format) of the proposal on a USB flash drive by the submission deadline. The outside of the sealed package shall be marked in bold letters.

Guahan Academy Charter School
Attention: Ms. Ann Margaret Santiago, Chief Executive Officer
Request for Proposal No. GUAHAN ACADEMY CHARTER SCHOOL RFP 12-2023-002
Programming and A&E Consulting Services for the NEW K-12 SCHOOL FACILITY

Deliver proposals to:

By Hand Delivery:

Guahan Academy Charter School
Bldgs C, D, E – Mariner Avenue, Tiyan
Barrigada, Guam 96913

Attention: Ann Margaret Santiago, Chief Executive Officer

By Mail:

Guahan Academy Charter School
P.O. Box CS
Hagåtña, Guam 96932

Attention: Ann Margaret Santiago, Chief Executive Officer

ACKNOWLEDGEMENT OF RECEIPT FORM

PROGRAMMING AND A&E CONSULTING SERVICES
FOR THE NEW K – 12 SCHOOL FACILITY
RFP No. RFP 12-2023-002

Upon obtaining this RFP, prospective firm/proposer(s) must complete this Acknowledgement of Receipt Form and return the completed form to GACS in order to receive any addenda or other notices related to this RFP and return to Mrs. Bernadette Lacap, the Single Point of Contact for this RFP, **via email at procurement@guahanacademy.org**. Failure of prospective proposer to submit the Acknowledgement of Receipt Form to GACS and to acknowledge receipt of all amendments/addenda in their proposal may result in the prospective proposer not receiving notices from GACS regarding this RFP, including addenda, or proposals may be deemed non- responsive.

Name of Prospective Offeror: _____

Name of person receiving RFP: _____

Signature: _____

Date: _____

Time: _____

Contact Person regarding RFP: _____

Company/Firm: _____

Title: _____

E-mail Address: _____

Contact Number: _____

Fax Number: _____

Address: _____

ATTACHMENTS

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

GUAHAN ACADEMY CHARTER SCHOOL
PROGRAMMING AND A&E CONSULTANT SUBMITTAL CHECKLIST

Listed below are the required parts of a Qualifications Submittal from consulting firms interested in furnishing programming and A&E consulting services for the following proposed project for Guahan Academy Charter School:

New K – 12 School Facility

Required Parts (check off)

- _____ Checklist (this form)
- _____ Cover letter
- _____ Basic Information
- _____ Firm Experience
- _____ Proposed Project Personnel
- _____ Commitment to Project
- _____ Forms and Affidavits

The undersigned certifies that the above marked items are included herein and that this represents complete application information in accordance with the submittal requirements in the Request for Qualifications for Programming and A&E Consulting Services for the Listed Project of Guahan Academy Charter School.

APPLICANT:

(Firm Name(s))

(Street or Post Office Address)

(City) (State) (Zip)

(_____) _____
(Telephone)

By _____
(Signature)

(Typed Name)

(Title)

(Date)

___ CHECK LINE IF YOU ARE CLAIMING STATUS AS A SERVICE-DISABLE VETERAN OWNED BUSINESS UNDER 5 G.C.A. § 5012

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS, AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021) (AG Form 002)

RFP No.: Guahan Academy Charter School RFP 11-2024-002

Name of Offeror (Firm or Individual): _____

STATE OF _____)
) SS.

CITY OF _____)

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

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

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

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

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

<u>Name of Owner</u>	<u>Principal Place of Business Street Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____

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

Name of >10% Owner Business or Artificial Person:

--

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

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

--

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

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

Second Tier Owner Name _____

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

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

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

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if non, please so state):

Name of Owner	Principal Place of Business Street Address	Amount of Compensation

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

Name	Principal Place of Business Street Address

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

Name	Principal Place of Business Street Address

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts

of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

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

Executed on: _____
(date)

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

Subscribed and sworn to before me this _____ day of _____, 202__.

NOTARY PUBLIC

My commission expires _____, _____.

**AFFIDAVIT RE: NO GRATUITIES OR KICKBACKS
(AG Form 004)**

CITY OF _____)

) SS.

ISLAND OF GUAM _____)

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

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

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

3. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers, representatives, agents, subcontractors, or employees have offered, given, or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity, or offer of employment in connection with Offeror's Proposal. violated, or are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e).

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

Signature of one of the following:

- Offeror, if the Offeror is an individual;
- Partner, if the Offeror is a partnership;
- Officer, if the Offeror is a corporation.

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

NOTARY PUBLIC
My commission expires: _____

**AFFIDAVIT RE: ETHICAL STANDARDS
(AG Form 005)**

CITY OF _____)
) **SS.**
 ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me this ____ day of _____, 202__.

 NOTARY PUBLIC
 My commission expires _____, _____.

**DECLARATION RE: COMPLIANCE WITH U.S. DOL WAGE DETERMINATION
(AG Form 006)**

Procurement No.: _____

Name of Offeror Company: _____

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

- (1) That I am _____ [*please select one: the Offeror, a partner of the Offeror, an officer of the Offeror*] making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

- (1) That the Offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (2) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach!*]

Signature

U.S. DEPARTMENT OF LABOR WAGE AND BENEFIT DETERMINATION (SCA)

**REGISTER OF WAGE
DETERMINATIONS UNDER THE
SERVICE CONTRACT ACT**
By direction of the Secretary of Labor

Daniel W. Simms **Division of Wage
Director** **Determinations**

**U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210
Wage Determination No.: 2015-5693
Revision No.: 19
Date Of Last Revision: 07/17/2023**

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.75***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.62***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85

01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.01***
01532 - Travel Clerk II	14.12***
01533 - Travel Clerk III	15.09***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.20
05010 - Automotive Electrician	16.16***
05040 - Automotive Glass Installer	15.11***
05070 - Automotive Worker	15.11***
05110 - Mobile Equipment Servicer	12.96***
05130 - Motor Equipment Metal Mechanic	17.20
05160 - Motor Equipment Metal Worker	15.11***
05190 - Motor Vehicle Mechanic	17.20
05220 - Motor Vehicle Mechanic Helper	11.87***
05250 - Motor Vehicle Upholstery Worker	14.06***
05280 - Motor Vehicle Wrecker	15.11***
05310 - Painter, Automotive	16.16***
05340 - Radiator Repair Specialist	15.11***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.10***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.69***
07130 - Food Service Worker	10.11***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.73***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.75
09040 - Furniture Handler	11.37***
09080 - Furniture Refinisher	18.75
09090 - Furniture Refinisher Helper	13.77***
09110 - Furniture Repairer, Minor	16.32
09130 - Upholsterer	18.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69***
11060 - Elevator Operator	9.69***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	10.13***
11150 - Janitor	10.13***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.67***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	11.32***
12000 - Health Occupations	
12010 - Ambulance Driver	18.96
12011 - Breath Alcohol Technician	18.96
12012 - Certified Occupational Therapist Assistant	26.02
12015 - Certified Physical Therapist Assistant	26.02

12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	28.73
12035 - Electroneurodiagnostic Technologist	28.73
12040 - Emergency Medical Technician	18.96
12071 - Licensed Practical Nurse I	16.95
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.14
12100 - Medical Assistant	13.42***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.95
12210 - Nuclear Medicine Technologist	41.68
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.97***
12223 - Nursing Assistant III	15.24***
12224 - Nursing Assistant IV	17.12
12235 - Optical Dispenser	18.96
12236 - Optical Technician	16.95
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	16.95
12305 - Radiologic Technologist	28.73
12311 - Registered Nurse I	23.50
12312 - Registered Nurse II	28.73
12313 - Registered Nurse II, Specialist	28.73
12314 - Registered Nurse III	34.76
12315 - Registered Nurse III, Anesthetist	34.76
12316 - Registered Nurse IV	41.68
12317 - Scheduler (Drug and Alcohol Testing)	23.50
12320 - Substance Abuse Treatment Counselor	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73***
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71***
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		29.40
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70***
15120 - Tutor		15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.83***
16030 - Counter Attendant		10.83***
16040 - Dry Cleaner		12.36***
16070 - Finisher, Flatwork, Machine		10.83***
16090 - Presser, Hand		10.83***
16110 - Presser, Machine, Drycleaning		10.83***
16130 - Presser, Machine, Shirts		10.83***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.83***
16190 - Sewing Machine Operator		12.88***
16220 - Tailor		13.40***
16250 - Washer, Machine		11.34***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.36***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		12.57***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		15.36***
21110 - Shipping Packer		17.12
21130 - Shipping/Receiving Clerk		17.12
21140 - Store Worker I		15.83***
21150 - Stock Clerk		22.26
21210 - Tools And Parts Attendant		15.36***
21410 - Warehouse Specialist		15.36***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic		19.46
23120 - Bicycle Repairer		15.61***
23125 - Cable Splicer		22.47

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

27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.92
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80

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

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

**AFFIDAVIT RE: CONTINGENT FEES
(AG Form 007)**

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me this ____ day of _____, 202__.

NOTARY PUBLIC
My commission expires _____, ____.