



Office of the Governor of Guam

**REQUEST FOR PROPOSAL
RFP NO. 001-FY12**

PROFESSIONAL LEGAL SERVICES


The Office of the Governor (OOG) is soliciting proposals from professional services of qualified firms to provide professional legal services for and on behalf of the OOG in all legal activities and representations such as, but not limited to, litigations, legal opinions, legal interpretations, research, etc.

Request for Proposal (RFP) packages may be obtained at the Office of the Deputy Chief of Staff, Office of the Governor, anytime from Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m.

Deadline for submission of all proposals is no later than 5:00 p.m., Friday, August 17, 2012, Guam Standard Time. All proposals must be submitted to the attention of Kimberly Camacho.

OOG shall have the right to reject, in whole or in part, proposals or offers which have been submitted in response to this RFP, and/or cancel this RFP if it is determined to be in the best interest of the OOG and/or for whatever reason allowed by law and/or regulation. This right to reject and/or cancel is pursuant to 2 GAR, Div. 4 §3115 (d) (1) (B) and (d) (2) (A).

For additional information regarding the RFP, please contact Kimberly Camacho at (671)472-8931, ext. 311.



Franklin P. Arriola
Chief of Staff

**REQUEST FOR PROPOSAL
RFP NO. 001-FY12
LEGAL SERVICES**

BASIC INFORMATION

I. BACKGROUND OVERVIEW

The Office of the Governor (OOG) is soliciting proposals from a qualified firm to provide professional legal services for and on behalf of the OOG.

II. SERVICES REQUIRED

The OOG requires the professional services of one or more qualified firms to provide professional legal services in all legal activities and representations such as, but not limited to, litigations, legal opinions, legal interpretations, research, etc.

At a minimum, the firm shall have the following qualifications:

1. Presently in private practice of law on Guam, and a minimum of ten (10) years of private practice experience on Guam by the firm's most senior attorney; and
2. Have particular experience and expertise in:
 1. Government of Guam entity representation;
 2. Interpretation of federal and Guam statutes and regulations;
 3. Tax;
 4. Litigation, including class action litigation;
 5. Appellate, arbitration, mediation and administrative hearings.

III. DESCRIPTION OF THE WORK

A Preliminary Scope of Work, describing the work to be performed, is detailed in Attachment 1. Upon final selection of the firm, the Scope of Work may be modified and refined during the fee negotiation.

IV. TIME AND DURATION OF THE WORK INVOLVED

It is anticipated that the firm will commence work from the Agreement execution date. The term of the agreement shall be for a period of one (1) year. This Agreement may be renewed annually, at the sole discretion of the OOG, for an additional one-year period but not to exceed the total contract term of five (5) years, by written notice.

The OOG is not obligated to renew the Agreement and does not have to give reason if the OOG elects not to renew.

V. SUBJECT TO THE AVAILABILITY OF FUNDS

The agreement may be cancelled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first. If the agreement is cancelled for lack of funds, the OOG will notify the firm on a timely basis that funds are not available for the continuation of the agreement for each succeeding fiscal period. This does not affect either the territory's rights or the contractor's rights under any termination clause in the contract as set forth in 2 GAR, Div. 4 §§3121(e)(1)(C) and (D).

In the event of cancellation, the firm shall be reimbursed the unamortized, reasonably incurred, nonrecurring costs pursuant to 2 GAR, Div. 4, §3121(e) (1) (G).

VI. TYPE OF CONTRACT

A Professional Services Agreement will be consummated between the firm and the OOG. A sample agreement is attached herein as Attachment 2, for reference. The firm selected must show evidence that it is licensed to practice law on Guam.

VII. SUBMISSION DEADLINE

All proposals under this RFP solicitation must be written, time-stamped and received at the OOG Central Files Office located at the Ricardo J. Bordallo Governor's Complex, Adelup, to include an **Original and Four (4) copies** and shall be to the attention of the Procurement Officer, **no later than 5:00 p.m., Guam Time, Friday, August 17, 2012. No proposals shall be received after such date and time.**

VIII. CANCELLATION OR REVISION OF PROPOSAL

This RFP may be cancelled, or any and all proposals may be rejected in whole or in part as may be pursuant to 2 GAR, Div. 4 § 3115 (d) (1) (B) and (d) (2) (A), when it is in the best interests of the Territory of Guam. Additionally, in accordance with 2 GAR, Div. 4, § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be cancelled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

IX. REJECTION OF PROPOSALS

Any offer submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of the Territory of Guam, in accordance with 2 GAR, Div.4 § 3115(c). Reasons for rejecting proposals include but are not limited to: (1) the business that submitted the proposals is non-responsive as determined under 2 GAR, Div. 4 §3116; (2) the proposal ultimately fails to meet the announced requirements of the Office in some material respect; or (3) the proposal price is clearly unreasonable. Upon request, unsuccessful offerors shall be advised of the reasons for rejection.

When proposals are rejected, or a solicitation cancelled after proposals are received, the proposals which have been opened shall be retained in the procurement file, or if unopened, returned to the offerors upon request, or otherwise disposed of pursuant to 2 GAR, Div. 4 § 3115(g).

X. MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals will be rejected. If an offeror clearly indicates a base offer, it shall be considered for award as though it were the only proposal submitted by the offeror as set forth in 2 GAR, Div. 4 § 3102(d).

XI. TRADE SECRETS AND PROPRIETARY DATA

Offerors may designate those portions of their proposal that contain trade secrets or proprietary data, which are to remain confidential. The OOG 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 offeror.

If the parties do not agree as to the disclosure of trade secrets or data in the proposal, the offeror may withdraw the proposal, or protest the decision under 5GCA, Article 9. Otherwise, the proposal will be disclosed.

XII. CONTENTS OF THE PROPOSAL

The proposal must contain:

1. The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed services; and
2. The age of the offeror's business and the average number of employees over the past year; and
3. The current workload of the offeror; and
4. The abilities, qualifications, experience and the role of the key person(s) that would be assigned to perform the services contained in Attachment 1; and
5. A list of all contracts under which services similar in scope, size and discipline for the required services, which the offeror has substantially performed or accomplished over the past ten (10) years, including those of Government of Guam agencies; and
6. A plan giving as much details as is practical explaining how the services will be provided; and
7. A statement that the offeror has established and implemented an Affirmative Action Plan; and
8. A letter certifying that there is no conflict of interest with regards to services as required by OOG, or if there be any such conflict, that any such conflict can be waived pursuant to the Guam Rules of Professional Conduct; and,
9. A letter or certification from the Guam Bar Association stating that the offeror is in good standing as a member of the Guam Bar Association; and,
10. A letter affirming the existence of a Drug Free Workplace Program and Policy at the firm; and

11. A list of attorneys in the firm who will be assigned to work on OOG matters. A complete resume of those attorneys must be included which shall contain, at the minimum, legal work history and type of work performed.

XIII. SELECTION OF BEST QUALIFIED PROPOSER AND PROPOSAL

1. **Evaluation and Ranking:** After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria as reflected herein and shall be ranked accordingly. The ranking of the proposals will be based on the averaging of the rankings awarded to the proposals by each Evaluation Committee member.
2. **Selection:** The selection of the best qualified, responsive proposer will be based on the ranking of the proposers. The OOG reserves the right to short-list to a maximum of five (5) qualified Proposers. The highest ranked proposer will be selected to enter into negotiations with the OOG. If an agreement can be reached as to a reasonable rate, a contract will then be prepared for signatures by both parties.

If the OOG is unable to negotiate a contract with the highest ranked Proposer, the Procurement Officer or designee, may enter into negotiations with the next highest ranked proposer based on the established short list. At the discretion of the OOG, after an agreement has been reached with a higher ranked offeror, the OOG may enter into negotiations with the next highest ranked offeror, with the intent of reaching an agreement with an offeror to serve as alternate counsel. It is the intent of this solicitation to make more than one award.

XIV. EVALUATION CRITERIA

The following factors and their relative importance that will be used in the evaluation of the proposals are:

1. The plan for performing the required services (maximum 10 points); and
2. The ability to perform the services as reflected by legal training, education, general experience, specific experience in providing the required services,

qualifications and legal abilities of personnel proposed to be assigned to perform the services (maximum of 20 points); and

3. The personnel, equipment and facilities to perform the services currently available or demonstrated to be available at the time of contracting (maximum of 10 points); and
4. The firm's reputation for personal, professional integrity and competence (maximum 10 points); and
5. The record of past performance of similar work (maximum 10 points); and
6. The firm's demonstration of the ability to meet schedules or deadlines (maximum 10 points); and
7. The firm's understanding of the project's potential problems and the OOG's special concerns (maximum 10 points); and
8. The degree of interest in undertaking the project (maximum 10 points); and
9. Compliance to specific requirements (total of 10 points);
 - a. Evidence that the firm has established and implemented an Affirmative Action Plan (5 points); and
 - b. Evidence of establishment and implementation of a Drug Free Workplace Program (5 points);

XV. FEE PROPOSALS

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

XVI. RESTRICTIONS AGAINST SEX OFFENDERS

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

defined, or who is listed on the Sex Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

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

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

XVII. SUBMISSION OF DISCLOSURE FORMS

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

a. **Affidavit Disclosing Ownership and Commissions (Form 002).** As a condition of bidding and doing business with the Government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent of the outstanding interest of the offeror's business during the twelve-month period immediately preceding the date the proposals are due, including the percentage owned by each such person or entity. The affidavit must be made between the date of issuance of this RFP and the date that proposals are due, so long as the ownership listing mentioned in the affidavit is for the 365-day period preceding the date the offeror submits the proposal.

The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other

compensation or contingent arrangement for procuring a contract with the Government or for assisting the offeror in obtaining business related to this RFP, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the offeror upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business.

b. **Affidavit re Non-Collusion (Form 003).** The offeror must represent that the offer is genuine and not a sham and that the offeror is not in collusion with others, that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other person to put in a sham proposal, to fix the cost of the contract, to secure any advantage against the Government or any person interested in the contract.

c. **Affidavit re No Gratuities or Kickbacks (Form 004).** The offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any Government employee or former Government employee, or for any Government employee or former Government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a contract or order.

d. **Affidavit re Ethical Standards (Form 005).** The offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a Government employee to breach any of the ethical standards set out in Guam's procurement code or regulations pertaining to ethics in public contracting.

e. **Affidavit re Contingent Fees (Form 007)**. The offeror must represent as a part of its proposal that such offeror has not retained any person or agency to solicit or secure a Government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee or arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

f. **Declaration for Compliance with US DOL Wage Determination (Form 006)**. Offerors are required to declare in non-affidavit form that they are in compliance with 5 GCA § 5801 and § 5802 regarding wage determination, and the current applicable US DOL Wage Determination must be attached to the declaration.

*****END OF BASIC INFORMATION*****

ATTACHMENT 1

ATTACHMENT 1

PRELIMINARY SCOPE OF SERVICES LEGAL SERVICES

Description of Work Involved: The Office of the Governor (OOG) is soliciting proposals from a qualified firm to provide professional legal services for and on behalf of the OOG. A Preliminary Scope of Services describes the work to be accomplished. Upon final selection of the firm or individual, the Scope of Services may be modified and refined during the fee negotiation. The Scope of Services may include but is not limited to:

- A. Act as counsel to the OOG in litigation, appellate, arbitration, mediation and administrative hearings in which the OOG, its officers, agents, employees, representatives, successors and assigns may be a party when requested by the OOG; and
- B. Undertake such legal research as shall be requested by the OOG; and
- C. Prepare legal opinions, resolutions, and reports at the request of the OOG; and
- D. Upon request, provide legal advice, interpretation and representation to the OOG in all legal matters to which the OOG is a party or in which the OOG is legally interested; and
- E. Represent the OOG in connection with matters before the Guam Legislature, non-line agencies, entities and instrumentalities of the Government of Guam, and the agencies, entities and instrumentalities of the United States, as well as in the courts of Guam and the United States when requested by the OOG; and
- F. Review contracts, leases, bid invitations and other documents for work as requested by the OOG; and
- G. Provide special services as requested by the OOG; and
- H. Other Tasks: perform such other related tasks not specified above as is customarily provided by legal counsel.

END OF ATTACHMENT 1

ATTACHMENT 2

**PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL LEGAL SERVICES**

This AGREEMENT is made this _____ day of _____, 2012, between _____ (“Firm”), whose address is _____, and the **OFFICE OF THE GOVERNOR** (“OOG”) whose mailing address is P.O. Box 2950, Hagatna, Guam 96932.

RECITALS

WHEREAS, the OOG intends to engage the professional services of the firm to provide professional legal services for and on behalf of the OOG; and

WHEREAS, the firm has submitted a statement of qualifications and an interest in providing such services; and

WHEREAS, pursuant to Title 5, Guam Code Annotated, Section 5216, OOG issued a Request for Proposal to obtain legal services (Request for Proposal No. RFP No. OOG-001-FY12) giving adequate notice of the need for such services and firm was determined in writing by the head of the purchasing agency or a designee of such officer to be best qualified to serve as OOG conflicts legal counsel based on the evaluation factors set forth in the Request for Proposal, and fair and reasonable fees were agreed to between the parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION ONE
SCOPE OF SERVICES**

The firm agrees in the capacity as counsel to the OOG to fully and competently perform the following scope of services as may be requested by the OOG:

- A. Act as counsel to the OOG in litigation, appellate, arbitration, mediation and administrative hearings in which the OOG, its officers, agents, employees, representatives, successors and assigns may be a party when requested by the OOG; and
- B. Undertake such legal research as shall be requested by the OOG; and

- C. Prepare legal opinions, resolutions, and reports at the request of the OOG; and
- D. Upon request, provide legal advice, interpretation and representation to the OOG in all legal matters to which the OOG is a party or in which the OOG is legally interested; and
- E. Represent the OOG in connection with matters before the Guam Legislature, non-line agencies, entities and instrumentalities of the Government of Guam, and the agencies, entities and instrumentalities of the United States, as well as in the courts of Guam and the United States when requested by the OOG; and
- F. Review contracts, leases, bid invitations and other documents for work as requested by the OOG; and
- G. Provide special services as requested by the OOG; and
- H. Other Tasks: perform such other related tasks not specified above as is customarily provided by legal counsel.

SECTION TWO
AGREEMENT TERM

The term of this Agreement shall commence on _____, and continue for one (1) year with four (4) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with the OOG approval. Any reference to year in this Agreement shall mean a twelve (12) month period. The firm's agreement to the commencement date set forth herein shall not be deemed a waiver by the firm of any claim for payment for services rendered to the OOG prior to the commencement date. This Agreement may be terminated by either party upon thirty (30) days written notice.

SECTION THREE
COMPENSATION

The OOG shall compensate the firm according to its hourly rate schedule, attached hereto as Exhibit "A," for actual time devoted to performing the above-enumerated services. The firm's legal fees shall not exceed the sum of _____ Dollars (\$_____.00) per month without prior written approval or subsequent ratification by the OOG. This figure excludes out of pocket costs incurred by the firm.

The firm shall invoice the OOG for payments on a monthly basis and shall be required to provide a record of hours worked and the description of work. The OOG's obligation for payment of the firm's fees and costs shall be subject to the availability of funds for such payment.

The OOG will closely monitor the performance of work by the firm and the OOG has determined that it would not be practical to use any other type of contract to obtain the needed services. The firm agrees that it shall not receive any of the benefits given to full-time non-contractual employees of the Government of Guam.

SECTION FOUR REIMBURSEMENT OF EXPENSES

The OOG shall reimburse the firm for the following expenses if incurred on behalf of the OOG:

1. Travel, food, lodging and other related traveling expenses, provided the prior approval of the OOG is obtained for such travel and provided further that reimbursement for such travel expenses shall be pursuant to the OOG's policy and rates for per diem compensation; and

2. Whenever the firm finds it necessary to obtain any specialized services not normally retained by the firm, such as, without limitation, surveyors, appraisers, spokespersons, interpreters, expert consultants, and engineers, the firm and the OOG together shall determine first that the acquisition of such services by the firm will not circumvent the Guam Procurement Law. The determination shall be made by reviewing the scope of services needed for their degree of specialization and the purpose of the services. If it is determined that the services should be procured in accordance with the Guam Procurement Law, then the acquisition must be undertaken by the OOG. However, if it is determined that the acquisition of such specialized services can be procured by the firm directly, the firm may contract directly for such services, except for legal services which must always be procured by the OOG. The costs and fees associated with the specialized services contracted directly by the firm shall be paid directly to the firm by the OOG as reimbursement; and

3. Process servers' fees, court reporters' fees, long distance telephone calls, messenger and delivery fees, postage, photocopying, parking, and other similar items customarily paid for by clients; and

4. Any other expenses provided that the prior approval of the OOG has been obtained; and

5. Any other expenses that although the prior approval of the OOG was not obtained, the OOG determines to have been beneficial and justified; and

The firm shall provide vouchers and receipts, together with a brief explanation of such expenses that it has incurred for the benefit of the OOG.

SECTION FIVE
COMPLIANCE WITH LAWS AND REGULATIONS

In performing the work provided herein, the firm agrees to fully comply with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both territorial and federal. The firm assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any local or federal laws on this subject.

SECTION SIX
INTENTIONALLY OMITTED

SECTION SEVEN
FINAL PAYMENT AND RELEASE OF CLAIMS

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this Agreement. Prior to final payment, as a condition precedent thereto, the firm shall execute and deliver to OOG a release, in a form approved by OOG, of claims against OOG arising under virtue of this Agreement.

SECTION EIGHT
INDEPENDENT AGENT

For the purpose of the Government Claims Act, the firm shall not be considered an agent of OOG with respect to any acts performed by it in connection with the discharge of the duties of this agreement. There shall be no employee benefits provided under this agreement, such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the OOG. The firm contracts herein with the OOG as an independent contractor, and is neither an employee nor an agent of the OOG for the purpose of performing services hereunder. The OOG, therefore, assumes no responsibility of liability for the acts of the firm which are performed in its independent and professional capacity.

SECTION NINE
RESPONSIBILITY OF THE FIRM

The firm shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The firm shall correct or revise all errors or deficiencies in his/her work. The OOG's review, approval, acceptance of, and payment of fees for services required under this agreement, shall not be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the firm's failure to the OOG for all costs of any kind which may be incurred by the OOG as a result of the firm's negligent performance of any of the services performed under this agreement.

SECTION TEN
ASSIGNMENT

The firm may not assign this Agreement, or any sum becoming due under the provisions of this Agreement without the prior written consent of the OOG and the Attorney General of Guam.

SECTION ELEVEN
GENERAL COMPLIANCE WITH LAWS

The firm shall be required to comply with all Federal and Territorial laws and ordinances applicable to this work. The firm shall provide the OOG with a copy of its Statement of Exemption pursuant to 11 GCA §70126.

SECTION TWELVE
ACCESS TO RECORDS AND OTHER REVIEW

The firm, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence concerning the expenses and costs incurred by the firm's performance under this Agreement and shall make such materials available at its respective offices at all reasonable times during the agreement period and for three (3) years from the date of the final payment under this Agreement, for inspection by the OOG. Each subcontract by the firm pursuant to this Agreement shall include this Section.

SECTION THIRTEEN
OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental work of the firm or materials furnished hereunder shall be and remain the property of the OOG including all publication rights and copyright interests, and may be used by the OOG without any additional costs to the OOG.

SECTION FOURTEEN
INSURANCE

The firm shall maintain in effect during the term of this Agreement, and any extensions of the term, Comprehensive General Liability and Professional Liability Insurance.

SECTION FIFTEEN
CHANGES IN SCOPE OF WORK AND SERVICES

15.1 OOG Initiated.

To the extent permitted by law, the OOG may by written order, make changes to the general scope of this agreement in the services to be performed. The firm shall not make any changes to the general scope without the written approval of the OOG.

If such changes cause an increase or decrease in the firm's cost of, or time required for, performance of any services under this Agreement, the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be made in writing to the OOG within thirty (30) days from the date of receipt by the firm of the notification of change; provided however, the OOG, if it determines the facts to justify such action, may receive and consider and adjust any such claim asserted at any time prior to the date of final settlement of the Agreement. Nothing provided in this Section shall excuse the firm from diligently proceeding with the work so charged.

15.2 Initiated by the Firm.

If the firm believes that a change in the scope of services is necessary and desirable to the furtherance of the interest of the project under this Agreement, the firm shall make a request, in writing, for the OOG to issue a Change Order. Such requests for Change Order shall include the proposed change in scope of services, as well as the proposed change in compensation and/or schedule associated with granting such a Change Order. The OOG shall, in response to such request for Change Order, utilize the same options as stated above.

SECTION SIXTEEN
TERMINATION

Either of the parties hereto may, by written notice to the other, terminate this Agreement in whole or in part upon thirty (30) days written notice either for convenience or default. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the firm in performing this Agreement shall, in the manner to the extent determined by the OOG, become the property of and be delivered to the OOG. If the contract is terminated by the firm or by the OOG for cause, prior to its completion, the firm shall reimburse the OOG for any travel costs associated with this contract and the OOG may retain as set-off for such expenses any funds owed to the firm in the OOG's possession.

SECTION SEVENTEEN
SEVERABLE PROVISIONS

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

SECTION EIGHTEEN
GOVERNING LAW

Venue of any action brought under this Agreement shall lie in Guam exclusively. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Guam.

SECTION NINETEEN
OOG NOT LIABLE

The OOG assumes no liability for any accident or injury that may occur to the firm, its agents, dependents, or personal property while en route to or from this territory or during travel mandated by the terms of this Agreement.

SECTION TWENTY
APPROVALS

Any approvals required herein by the OOG is only required unless another person is designated by OOG to issue particular or limited approvals on certain matters.

SECTION TWENTY-ONE
CONFLICTS

The firm agrees to disclose to the OOG any possible conflict of interest that may arise in representing the OOG's interest, and obtain a written waiver from the OOG regarding its conflict. Should any possible conflict of interest arise, the firm agrees not to disclose or otherwise use any matters learned from the OOG to the disadvantage of the OOG.

SECTION TWENTY-TWO
INTEREST OF THE FIRM

The firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The firm further covenants that in the performance of this Agreement, no persons having such interest shall be employed.

SECTION TWENTY-THREE
GUAM TAX

The firm is responsible for payment of all applicable Guam taxes.

SECTION TWENTY-FOUR
NO WAIVER OF LEGAL RIGHTS

No waiver of any breach of the Agreement shall be held to be waiver of any other or subsequent breach, or of any right that OOG may have for damages. Each party reserves the right to correct any error that may be discovered in any invoice that may have been paid to the firm and to adjust the same to meet the requirements of the Agreement.

SECTION TWENTY-FIVE
SUCCESSORS AND ASSIGNS

Subject to the limitations on assignment and transfer herein contained, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

SECTION TWENTY-SIX
BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the firm or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION TWENTY-SEVEN
COVENANT AGAINST CONTINGENT FEES

The firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this Agreement, and that is has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the firm, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, the OOG shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the contract price of consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION TWENTY-EIGHT
ETHICAL STANDARDS

With respect to this agreement and any other agreement the firm may have, or wish to enter into, with any government of Guam agency, the firm represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

SECTION TWENTY-NINE
PROHIBITION AGAINST GRATUITIES AND KICKBACKS

With respect to this agreement and any other agreement that the firm may have, or wish to enter into, with any government of Guam agency, the firm represents that it has not violated, is

not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law and Guam Procurement Regulations.

SECTION THIRTY
MINIMUM WAGES AS DETERMINED BY U.S. DEPARTMENT OF LABOR

The firm agrees to comply with Title 5, Guam Code Annotated, Sections 5801 and 5802. In the event that the firm employs persons whose purpose, in whole or in part, is the direct delivery of service contracted by the Government, then the firm shall pay such employees, at a minimum, in accordance with the U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands in effect on the date of this agreement. In the event that this agreement is renewed by the Government and the firm, at the time of the renewal, the firm shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands promulgated on a date most recent to the renewal date. The firm agrees to provide employees whose purpose, in whole or in part, is the direct delivery of service contracted by the Government those mandated health and similar benefits having a minimal value as detailed in the U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands, and guarantee such employees a minimum of ten (10) paid holidays per annum per employee.

SECTION THIRTY-ONE
INFORMATION TO BE FURNISHED TO THE FIRM

All information, data, reports, and records as are existing, available, and in the OOG's custody, and necessary for the carrying out of the services shall be furnished to the firm without charge by the OOG, and the OOG shall cooperate with the firm in every reasonable way during all phases of the project. The firm hereby agrees to indemnify and hold the OOG harmless from any losses, damages, costs, claims, suits and judgments expenses of any nature or kind, including the firm's fees, arising from any defects or failures attributable to the firm's unreasonable or imprudent reliance on the aforementioned documents.

SECTION THIRTY-TWO
RESTRICTIONS AGAINST SEX OFFENDERS

If an agreement is awarded, then the offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28 Article 2, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the

Sex Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

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

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

SECTION THIRTY-THREE ENTIRE AGREEMENT

This Agreement and exhibits or attachments hereto constitute the entire agreement between the parties, and no prior or contemporaneous written or oral promises, representations or assurances shall be deemed to alter the provisions hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the firm by the OOG and contains all of the covenants and agreements between the parties with respect to such retention in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

SECTION THIRTY-FOUR MODIFICATIONS

This Agreement shall not be amended, modified, or revised except pursuant to a dated written instrument executed by OOG and the firm and approved by the Attorney General pursuant to 5 GCA Sections 5150 and 5121(b).

SECTION THIRTY-SIX
NOTICES

Notices to either party will be sent to:

Procurement Officer
Office of the Governor
P.O. Box 2950
Hagatna, Guam 96932

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

// SIGNATURES ON FOLLOWING PAGE //

FIRM:

Name: _____
Authorized Representative
Date: _____

OFFICE OF THE GOVERNOR:

FRANKLIN P. ARRIOLA
Chief of Staff
Date: _____

CERTIFIED FUNDS AVAILABLE:

ROSE F. RAMSEY, Deputy Chief of Staff
Certifying Officer
Account No.: _____
Amount: _____
Date: _____

APPROVED: BUREAU OF BUDGET & MANAGEMENT RESEARCH

By: _____
JOHN A. RIOS
Director
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

OFFICE OF THE ATTORNEY GENERAL OF GUAM:

By: _____
LEONARDO M. RAPADAS
Attorney General of Guam

Dated: _____

OFFICE OF THE GOVERNOR OF GUAM:

By: _____
HONORABLE EDDIE BAZA CALVO
Governor of Guam

Dated: _____

EXHIBIT A

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

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

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

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

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

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

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

 NOTARY PUBLIC
 My commission expires: _____

AFFIDAVIT re NON-COLLUSION

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

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

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

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

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

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]
_____. Affiant is _____ [state one
of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing
identified bid or proposal.

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

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

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

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

Subscribed and sworn to before me
this ____ day of _____, 200__.

NOTARY PUBLIC
My commission expires _____.

AFFIDAVIT RE ETHICAL STANDARDS

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 _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re CONTINGENT FEES

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 _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

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

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

Three Different Ways to Find USDOL Wage Determination Applicable to Guam:

1. Access the long way....

- (a) Place into Google (or other) search engine: US DOL Wage Determination
- (b) Go to: Wage Determination Online Homepage
- (c) Under the designation Service Contract Act, activate the button for Selecting SDA

WDs

- (d) Open the drop down window that states ALABAMA and select GUAM
- (e) Activate the Continue button

(f) To the question - Were these services previously performed at this locality under an SCA-Covered contract? - Activate the No button

(g) At this juncture you must determine whether the contract services to be performed are listed in the window present on this page. There are approximately 23 fields of contract services listed in the window. Scroll through the list to determine whether any of these are the contract services to be performed. For example, one listed is 'Residential and **Halfway House Services**'.

(h) If the services to be provided by your contract are not listed in the window, activate the No button.

(i) You will be presented with the **page that contains the most** current U.S. Department of Labor Wage Determination for an extensive **listing of job categories**. This listing and the instructions that are contained with it should be copied. See the Printer Friendly Version button and activate it. The copy of the Wage Determination that appears is what is required by law to be included with the IFB or RFP. Note that there is a button for the User's Guide. You may find this helpful.

(j) If the services to be provided by your contract are listed in the window, then activate that button (the field of service becomes highlighted). Once highlighted, activate the Yes button. You will be presented with a Wage Determination for job categories in that service field. See the Printer Friendly Version button and activate it. The copy of the Wage Determination that appears is what is required by law to be included with the IFB or RFP. Please note that there may be other job category fields that may apply to a given service contract. You may wish to include the generic Wage Determination that appears when you answer No at step 8, above. Note that there is a button for the User's Guide. You may find this helpful.

2. Access from U. S. Department of Labor web site:

<http://www.wdol.gov/wdol/scafiles/std/05-2147.txt>

3. Access from Guam Department of Labor web site:

- (a) <http://www.dol.guam.gov/>
- (b) Find "Wage & Hour" in left border
- (c) Three selections will appear, select "Service Act State Wide"

Sample

WD 05-2147 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 13
Date Of Revision: 06/13/2011

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06

05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30

12223	- Nursing Assistant III	12.31
12224	- Nursing Assistant IV	13.84
12235	- Optical Dispenser	15.81
12236	- Optical Technician	14.14
12250	- Pharmacy Technician	13.41
12280	- Phlebotomist	13.84
12305	- Radiologic Technologist	22.64
12311	- Registered Nurse I	20.70
12312	- Registered Nurse II	25.32
12313	- Registered Nurse II, Specialist	25.32
12314	- Registered Nurse III	30.64
12315	- Registered Nurse III, Anesthetist	30.64
12316	- Registered Nurse IV	36.72
12317	- Scheduler (Drug and Alcohol Testing)	19.59
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	15.06
13012	- Exhibits Specialist II	18.66
13013	- Exhibits Specialist III	22.83
13041	- Illustrator I	15.06
13042	- Illustrator II	18.66
13043	- Illustrator III	22.83
13047	- Librarian	20.66
13050	- Library Aide/Clerk	12.00
13054	- Library Information Technology Systems Administrator	18.66
13058	- Library Technician	15.06
13061	- Media Specialist I	13.46
13062	- Media Specialist II	15.06
13063	- Media Specialist III	16.80
13071	- Photographer I	12.82
13072	- Photographer II	14.32
13073	- Photographer III	17.75
13074	- Photographer IV	21.73
13075	- Photographer V	26.30
13110	- Video Teleconference Technician	12.91
14000	- Information Technology Occupations	
14041	- Computer Operator I	13.65
14042	- Computer Operator II	15.76
14043	- Computer Operator III	17.56
14044	- Computer Operator IV	19.50
14045	- Computer Operator V	21.81
14071	- Computer Programmer I	(see 1) 15.73
14072	- Computer Programmer II	(see 1) 19.50
14073	- Computer Programmer III	(see 1) 23.84
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1) 24.23
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	13.65
14160	- Personal Computer Support Technician	19.50
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	24.23
15020	- Aircrew Training Devices Instructor (Rated)	29.32
15030	- Air Crew Training Devices Instructor (Pilot)	33.30
15050	- Computer Based Training Specialist / Instructor	24.23
15060	- Educational Technologist	22.82
15070	- Flight Instructor (Pilot)	33.30
15080	- Graphic Artist	20.47
15090	- Technical Instructor	17.65
15095	- Technical Instructor/Course Developer	21.58
15110	- Test Proctor	13.87

15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76

28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48

99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

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

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

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

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

conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to 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.

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

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