

**APPENDICES**

**APPENDIX A**

**MANDATORY FORMS**

**RFP NUMBER: DYA-RFP-16-002**  
**DESCRIPTION: NURSING SERVICES**  
**REMINDER TO PROSPECTIVE OFFERORS**

Offerors are reminded that the following mandatory forms are required to be signed and must be submitted together with the proposal in the proposal envelope, one (1) original and three (3) copies. These forms include:

- (X) OFFEROR'S PROFILE
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS – AG Procurement Form 002
- (X) AFFIDAVIT re NON-COLLUSION– AG Procurement Form 003
- (X) AFFIDAVIT re NO GRATUITIES or KICKBACKS – AG Procurement Form 004
- (X) AFFIDAVIT re ETHICAL STANDARDS – AG Procurement Form 005
- (X) DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION – AG Procurement Form 006
- (X) AFFIDAVIT re CONTINGENT FEES – AG Procurement Form 007
- (X) COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS
  - The above affidavits must be notarized and dated.
  - Date of signature of the Offeror and the Notary date must be the same.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, I, \_\_\_\_\_, authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective Offerors with the above referenced RFP.

\_\_\_\_\_  
Authorized Representative's Signature

NOTE: PROPOSAL AND PRICE PROPOSAL MUST BE SUBMITTED IN SEPARATE ENVELOPES AND MUST BE MARKED **"PROPOSAL"** AND **"PRICE PROPOSAL"**. FAILURE TO COMPLY WITH THIS REQUIREMENT, OFFEROR WILL BE DEEMED NON RESPONSIVE.

**OFFEROR'S PROFILE FOR RFP: DYA RFP-16-002**

1.	Proposal for:	<b>NURSING SERVICES DYA-RFP-<u>16-002</u></b>
2.	Name of Offeror:	
	Name of Business:	
	Address:	
	Office Telephone Number:	
	Fax Number:	
	E-mail address:	
3.	Type of Business Indicate status, check one:	<input type="checkbox"/> Governmental Unit established by law <input type="checkbox"/> Private Non-Profit Corporation <input type="checkbox"/> Proprietary Agency <input type="checkbox"/> Private for Profit <input type="checkbox"/> Other: Specify _____
4.	Location of the principal place of business or central office.	
5.	Location of proposed place of business, if different from above.	
6.	Date of Incorporation, as applicable.	
7.	Number of years in business:	
8.	Contact Number:	

**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

**FOR DYA-RFP-16-002**

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 ventures who have held more than 10% of the shares of interest in the offering business during the past 12 months 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.

Subscribed and sworn to before me

Signature of one of the following:

this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Offeror, if the Offeror is an individual;  
Partner, if the Offeror is a partnership;  
Officer, if the Offeror is a corporation

My commission expires \_\_\_\_\_, .

**AFFIDAVIT re NON-COLLUSION**

**FOR DYA-RFP-16-002**

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, subofferors, and employees.

Subscribed and sworn to before me

\_\_\_\_\_  
Signature of one of the following:

this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Offeror, if the Offeror is an individual;  
Partner, if the Offeror is a partnership;  
Officer, if the Offeror is a corporation

My commission expires \_\_\_\_\_, \_\_.

**AFFIDAVIT re NO GRATUITIES or KICKBACKS**

**FOR DYA-RFP-16-002**

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, subofferors, 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, subofferors, 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, subofferors, and employees.

Subscribed and sworn to before me

Signature of one of the following:

this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Offeror, if the Offeror is an individual;  
Partner, if the Offeror is a partnership;  
Officer, if the Offeror is a corporation

My commission expires \_\_\_\_\_, \_\_\_.

**AFFIDAVIT RE ETHICAL STANDARDS**

**FOR DYA-RFP-16-002**

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, subofferors 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, subofferor, 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).

Subscribed and sworn to before me

Signature of one of the following:

this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

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

Form E

**DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION**

**Procurement No.: DYA-RFP-16-002**

Name of Offeror / Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby certifies under penalty of perjury:

(1) That I am \_\_\_\_\_ [the Offeror, a partner of the Offeror, an officer of the Offeror] making the bid or proposal in the foregoing identified procurement;

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

\_\_\_\_\_  
Signature

Date \_\_\_\_\_



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
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38

23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
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

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 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 links 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.

**AFFIDAVIT re CONTINGENT FEES**

**FOR DYA-RFP-16-002**

CITY OF \_\_\_\_\_ )

) ss.

ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first 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(f).
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, subofferors, and employees.

Signature of one of the following:

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_.

\_\_\_\_\_  
Offeror, if the Offeror is an individual;

Partner, if the Offeror is a partnership;

Officer, if the Offeror is a corporation

**COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:**

**FOR DYA-RFP-16-002**

**Clean Air Act**

Offeror agrees to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violation shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

**Byrd Anti-Lobbying**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – applies to contracts over \$100,000. Offeror as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any subcontractor of \$100,000 or more to file a Byrd Anti-Lobbying certification. Offeror represents that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Offeror and its subofferors up to the Government.

**Debarment and Suspension**

Debarment and Suspension (E.O. 12549 and E.O. 12689)—No contract may be made to parties listed on the General Services Administration’s List of Parties excluded from Federal Procurement or No procurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Offerors declared ineligible under statutory or regulatory authority other than E.O. 12549. Offeror certifies that Offeror, nor any of Offeror’s trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or suspended on federal, state or local debarment and suspension lists; or otherwise excluded from or ineligible for participation in federal or local assistance programs.

**Drug-Free Work Place**

Offeror acknowledges that the Government maintains a drug free work place in compliance with Drug-Free Workplace Act of 1988 (Pub. L.100-690) and Offeror and subofferors agree to comply with the Drug-Free Work Place Act.

**DRUG-FREE WORKPLACE (MAY 2001)**

- a) *Definitions.* As used in this clause

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 – 1308.15.

“Conviction” means a finding of guilt (including a pleas of *nolo contend ere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Offeror in connection with a specific contract where employees of the Offeror are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Offeror directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Offeror employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an Offeror/Offeror that has no more than one employee including the Offeror.

b) The Offeror, if other than an individual, shall – within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Offeror’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Offeror’s policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(8) The Offeror, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(9) In addition to other remedies available to the Government, the Offeror's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Offeror subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

#### **Certification of Non-Discrimination**

If a contract for services is awarded to the Offeror, then the service Contractor must comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act) (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

Offeror will designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Justice Programs and the Office for Civil Rights (OCR), Office of Justice Programs.

Offeror will inform the public of affected persons' rights to file a complaint of discrimination with the OCR for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the OCR and DYA.

Offeror will provide an Equal Employment Opportunity Plan (EEO) to the OCR and the DYA, if it is a state government, a local government, or a for-profit entity that has 50 or more employees and receives a single award for \$500,000 or more that is subject to the administrative provisions of the Safe Streets Act; otherwise, it will provide a certification to the OCR and the DYA that it has a current EEO on file, if it has 50 or more employees and receives a single award for \$25,000 or more, but less than \$500,000, that is subject to the administrative provisions of the Safe Streets Act. For state governments, local governments, and for-profit entities receiving less than \$25,000, or for state governments, local governments, and for-profit entities with fewer than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Contractor must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Contractor is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Offeror will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

**Civil Rights Requirements**

Service Contractor: \_\_\_\_\_

Civil Rights Contact Person: \_\_\_\_\_

Title/ Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Number of persons employed by the organizational unit: \_\_\_\_\_

\_\_\_\_\_  
Signature

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_.

APPENDIX B

**GUAM DEPARTMENT OF YOUTH AFFAIRS**  
**CIVIL RIGHTS COMPLIANCE POLICY**

*As a recipient of federal financial assistance from the U.S. Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention, the Guam Department of Youth Affairs (DYA) is committed, as a matter of principle, and in compliance with applicable federal laws, to prohibiting discrimination and behaviors, which, if repeated, could constitute discrimination. Accordingly, this policy establishes written procedures for 1) individuals to follow in filing an employment or services discrimination complaint with the DYA; and 2) DYA employees to follow when they receive complaints alleging employment or services discrimination from employees, clients, customers, program participants, applicants, or consumers of the DYA or of DYA subgrantees receiving federal financial assistance from DOJ. This policy applies to all employees of the DYA and all of its contractors and subgrantees.*

The DYA directs that its transactions and the operation of all DYA-funded subgrantee programs and activities shall not discriminate or retaliate on the basis of race, color, religion, national origin, sex, age, or disability. Harassment on any of the above-stated grounds is a form of prohibited discrimination.

The DYA, its contractors, and its subgrantees have the obligation to comply with the following federal civil rights laws:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794) and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132) and the DOJ implementing regulations at 28 C.F.R. Part 35;
- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ federal financial assistance for inherently religious activities (28 C.F.R. Part 38).

## DEFINITIONS

- A. "A person with a disability" means any person who: (1) has a physical or mental impairment that substantially limits one or more of such person's major life activities; (2) has a record of such an impairment; or (3) is regarded as having an impairment that is not both transitory and minor.
- B. "Complainant" refers to the person or persons initiating the complaint.
- C. "Harassment" is a form of behavior that is characterized by conduct: (1) based on race, color, national origin, sex, religion, disability, or age; and (2) if sufficiently severe, persistent, or pervasive, could reasonably be expected to create an intimidating, hostile, or offensive working or learning environment.
- D. "Respondent" is the person or persons against whom a complaint has been initiated.
- E. "Retaliation" refers to adverse actions taken by an employer or service provider because an individual engaged in a protected activity, such as opposing a discriminatory practice or participating in a discrimination complaint process.

## COMPLAINT PROCEDURES

### A. Filing a Complaint

A person who believes that s/he has been harassed or been subject to discriminatory treatment within the DYA or by a DYA subgrantee because of race, color, national origin, sex, age, religion, or disability, or has been retaliated against for engaging in protected activity, is urged to file a complaint through the DYA Civil Rights Officer. The current Civil Rights Officers are Rebecca J. Respicio, rebecca.respicio@dya.guam.gov, (671) 735-5032; or Sollie Onedera, sollie.onedera@dya.guam.gov, (671) 735-5039. Generally, formal complaints must be filed with the Civil Rights Officer within 180 calendar days of the alleged discrimination. If the complaint is not filed on time, the complainant shall provide the reason for the delay and request a waiver of this filing requirement. The DYA shall decide whether to grant the waiver. The complaint may be filed in a letter, in an e-mail, in person, or over the phone. In anticipation of filing a complaint, an individual may find it beneficial to contact the Civil Rights Officer to obtain policy clarification, advice, or assistance.

Because the DYA is a Government of Guam Line Agency, employees are subject to the Department of Administration's Personnel Rules and Regulations, specifically Appendix F, Equal Employment Opportunity and Chapter 11 Adverse Action Procedures.

### B. Referral of Complaint to Civil Rights Officer

If an employee of the DYA other than the Civil Rights Officer receives a discrimination complaint from an employee, client, customer, program participant, applicant, or consumer of the DYA or of a DYA subgrantee, s/he shall submit the complaint to the Civil Rights Officer within five (5) business days of receiving the complaint. Furthermore, the DYA shall provide the complainant with a written notice acknowledging receipt of the complaint and explaining that the complaint will be resolved within forty-five (45) calendar days of the DYA's receipt of the complaint.

A DYA subgrantee shall advise the Civil Rights Officer of an employment or services discrimination complaint filed against it within ten (10) business days of receiving the complaint.

### **C. External Agencies**

While the DYA encourages individuals to file any employment or services discrimination complaint with the DYA, the agency's policies and procedures are not intended to impair or limit the rights of anyone to seek a remedy available under state or federal law. As an alternative or in addition to filing a complaint with the DYA, an individual may wish to file a complaint with an external agency for investigation, such as a local or state human rights commission, or an appropriate federal agency. For instance, if a complainant alleges a violation of a federal employment discrimination law that is enforced by the U.S. Equal Employment Opportunity Commission (EEOC), the DYA acknowledgement letter will inform the complainant that s/he may file a complaint directly with the EEOC and provide the following contact information:

U.S. Equal Employment Opportunity Commission  
Los Angeles District Office  
Roybal Federal Building  
225 East Temple St., 4<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: 1.800.669.4000  
TTY: 1.800.669.6820  
<http://www.eeoc.gov/field/losangeles/charge.cfm>

If a complainant alleges a violation of a federal civil rights law that is enforced by the Office for Civil Rights (OCR), Office of Justice Programs, DOJ, the DYA acknowledgement letter will inform the complainant that s/he may file a complaint directly with the OCR and provide the following contact information:

Office for Civil Rights  
Office of Justice Programs  
U.S. Department of Justice  
810 7th Street NW  
Washington, DC 20531  
Telephone: 202.307.0690  
TDD/TTY: 202.307.2027  
<http://www.ojp.usdoj.gov/about/ocr/complaint.htm>

### **D. Complaint Evaluation, Investigation, and Resolution Proceedings**

#### **Evaluation of the Complaint**

The DYA evaluates each complaint it receives to determine whether it can investigate the complaint. The DYA makes this determination with respect to each allegation in the complaint. The DYA shall dismiss the complaint if the following is determined:

- The DYA lacks jurisdiction over the complaint;
- The complaint was not filed timely and a waiver will not be granted;

- The complaint is unclear or incomplete and the complainant does not provide the information the DYA requests within twenty (20) calendar days of the request; or
- The allegations raised by the complaint have been resolved.

If a complaint cannot be resolved within sixty (60) calendar days of the DYA's receipt of it or the respondent remains unwilling to negotiate an agreement, the Civil Rights Officer will refer the matter to the EEOC, if the complaint involves employment discrimination, or to the OCR, if the complaint involves services discrimination, for investigation and resolution. The DYA shall notify the EEOC or the OCR in writing of any referral within ninety (90) calendar days of its receipt of the complaint. If the DYA refers the complaint to an external agency, the Civil Rights Officer will provide a written notice to the complainant stating that the complaint was referred to an external agency, notifying the complainant of that external agency's contact information, and identifying the civil rights provision(s) involved.

If the DYA determines that it will investigate the complaint, it shall issue letters of notification to the complainant and the respondent. Opening a complaint for investigation in no way implies that the DYA has made a determination with regard to the merits of the complaint. During the investigation, the DYA is a neutral fact-finder. The DYA shall collect and analyze relevant information and evidence from the complainant, the respondent, and other sources as appropriate. The DYA shall ensure that the investigations are legally sufficient and address the allegations raised in the complaint.

If the DYA elects to investigate a complaint that involves a federal civil rights law over which the OCR has jurisdiction, the OCR retains authority (1) to conduct supplementary or *de novo* investigations; (2) to approve, modify, or reject recommended findings; (3) to approve, modify or reject proposed voluntary resolutions; and (4) to initiate formal enforcement action.

### **Investigation of the Complaint**

The DYA may use a variety of fact-finding techniques in its investigation of a complaint. These techniques may include reviewing documentary evidence submitted by both parties; conducting interviews with the complainant, respondent's personnel, and other witnesses; and conducting site visits. At the conclusion of its investigation, the DYA shall determine with regard to each allegation whether a preponderance of the evidence supports a conclusion that the respondent failed to comply with the law.

The DYA's determination shall be explained in a letter of findings sent to the complainant and the respondent. Letters of findings contain fact-specific investigative findings and dispositions of individual cases. Letters of findings are not formal statements of OCR policy and they should not be relied upon, cited, or construed as such. The DYA's formal policy statements are approved by a duly-authorized DYA official and made available to the public.

### **Resolution of the Complaint after a Determination of Noncompliance**

If the DYA determines that a respondent failed to comply with one of the civil rights laws the OCR enforces, the DYA will contact the respondent and will attempt to secure the respondent's willingness to negotiate a voluntary resolution agreement. If the respondent agrees to resolve the complaint, the respondent will negotiate and sign a written resolution agreement describing the specific remedial actions that the respondent will undertake to address the area(s) of noncompliance identified by the DYA. The terms of the resolution agreement, if fully performed, will remedy the identified violation(s) in compliance with applicable civil rights laws. The DYA shall monitor the respondent's implementation of the terms of the resolution agreement to verify that (1) the remedial actions agreed to by the

respondent have been implemented consistent with the terms of the agreement and (2) the area(s) of noncompliance identified were resolved consistent with applicable civil rights laws.

If the respondent refuses to negotiate a voluntary resolution agreement or does not immediately indicate its willingness to negotiate, the DYA will inform the respondent it has thirty (30) calendar days to indicate its willingness to engage in negotiations to voluntarily resolve identified areas of noncompliance, or the DYA shall forward the case to either the EEOC, if the complaint alleges employment discrimination within that agency's jurisdiction, or the OCR, if the complaint alleges services discrimination within that agency's jurisdiction.

### **Request for Reconsideration or Appeal of DYA's Determination**

The DYA is committed to a high-quality resolution of every case. The DYA affords an opportunity to the complainant to submit a request for reconsideration or an appeal of a DYA determination that is not in the complainant's favor. If the complainant disagrees with the DYA's decision to dismiss or administratively close a complaint for any reason (e.g., jurisdiction, timeliness, or other administrative reasons), s/he may send a written request for reconsideration to the Civil Rights Officer within sixty (60) calendar days of the date of the DYA's administrative closure letter. If the complainant disagrees with the DYA decision finding insufficient evidence to support the complaint allegation(s) after investigation, s/he may send a written appeal to the Civil Rights Officer within sixty (60) calendar days of the date of the DYA's letter of findings. Requests for reconsideration and appeals shall be sent to:

Civil Rights Officer  
Guam Department of Youth Affairs  
Government of Guam  
P.O. Box 23672  
GMF, Barrigada, Guam 96921

The review process provides an opportunity for complainants to bring information to the DYA's attention that may change the DYA's decision. For both requests for reconsideration and appeals, the complainant must explain why s/he believes the factual information was incomplete, the analysis of facts were incorrect, and/or the appropriate legal standard was not applied, and how those would change the DYA's determination in the case. Failure to do so may result in the denial of the request for reconsideration or appeal. The review process will not be a *de novo* review (i.e., the DYA shall not review the matter as if no previous decision has been rendered) of the DYA's decision.

### **E. Policy Dissemination**

The DYA Civil Rights Compliance Policy will be made available to all employees, clients, customers, program participants, applicants, subgrantees, and consumers. This Policy shall be included with orientation materials given to all new employees, available on shared computer access, and available on the DYA's website ([dya.guam.gov](http://dya.guam.gov)), and given to employees during training on the policy. Non-discrimination clauses shall also be incorporated in all agreements, award packets, and contracts with vendors who contract with the DYA. Furthermore, all subgrantees of the DYA must acknowledge reviewing the policy by initialing a special condition before receipt of their award.

### **F. Training and Subgrantee Monitoring**

The DYA shall provide training for agency employees on the Civil Rights Compliance Policy periodically. The training shall include an overview of complaint policies and procedures, including an employee's responsibility to refer potential discrimination issues and discrimination complaints from employees,

clients, customers, program participants, applicants, subgrantees, and consumers to the Civil Rights Officer.

Through its compliance monitoring process, the DYA ensures that subgrantees have procedures in place for responding to discrimination complaints that employees, clients, customers, program participants, applicants, and consumers file directly with the subgrantee. The DYA also ensures that subgrantees notify their employees, clients, customers, program participants, applicants, and consumers of prohibited discrimination and the procedures for filing an employment or services discrimination complaint.

APPENDIX C

SAMPLE

**PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the DEPARTMENT OF YOUTH AFFAIRS (“Government”), whose address is 169 San Isidro Street, Mangilao, Guam 96913 and the firm of ***(Name of Firm)***, hereinafter referred to as (“Contractor”), whose mailing address is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the Government intends to enter into an agreement with the contractor to provide professional nursing services to clients of the Department of Youth Affairs; and

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

**WHEREAS**, pursuant to Title 5, Guam Code Annotated, Section 5216, the Office issued a Request for Proposals to obtain services (Request for Proposal No. DYA-RFP-16-002) giving adequate notice of the need for such services and Contractor was determined in writing by the head of the Government or a designee of such officer to be best qualified based on the evaluation factors set forth in the Request for Proposals, and fair and reasonable fees were agreed to between the parties; and,

**WHEREAS**, Contractor has submitted a statement of qualifications and interest in providing such service; and

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

**WITNESSETH**, the Government and Contractor in consideration of mutual covenants hereinafter set forth, agree as follows:

**SECTION I**

**PURPOSE**

To provide comprehensive nursing services to clients of the Department of Youth Affairs.

**SECTION II**

**SCOPE OF SERVICES**

Scope of Services will be inserted upon successful negotiation.

## SECTION III

### MONITORING AND REPORTING

The Contractor will comply with all Government requirements in providing services to DYA clients. Services will be monitored by DYA. The monitor may examine files, fiscal records and other records if needed.

All records of youth served inclusive of contractor's quality and assurance data must be collected and maintained in a manner to ensure the protection of the juveniles' rights to privacy and confidentiality.

A monthly consolidated report shall contain information describing all clients seen; client initials; date of birth; reason being seen as specified in Section II above; and shall include any other information to be collected as requested by the Government and submitted with the monthly invoices.

### CONTRACT TERM

**INITIAL TERM:** The initial term of the contract shall commence upon the date the Governor approves the contract through September 30, 2017.

**RENEWAL TERM:** The contract may be extended for two (2) additional one year periods at the sole option of the Government.

**MONTHLY EXTENSION PERIODS:** At the option of the government, and as agreed to by the vendor, the contract may be extended after the final Renewal Term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the parties agree to more than six (6) Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the parties only if the DYA is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the DYA.

**MULTIPLE TERM CONTRACT, MULTIPLE CERTIFICATION OF FUNDS:** The term of the contract and any extensions are subject to the availability, appropriation, and allocation of funds. Should the Government in its sole discretion decide to exercise any option to renew the contract, subject to the availability of funds, then the Government shall issue a letter to declare the option to renew as notice to the selected service provider and funds for the renewal period may be processed in accordance with any procedure or format adopted by the Bureau of Budget and Management Research. The contract term may also be extended to include any liquidation period, at no additional cost.

Funds may be certified in different increments during any fiscal year on this procurement. In the event funds are not appropriated or otherwise made available to support continuation of services in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract.

## SECTION IV

### CONTRACT TYPE

The Guam Procurement Law prohibits advance payment. The type of contract will be a Firm Fixed Price, Multi-year contract whereby the parties shall agree upon a basis for payment of services performed.

**SECTION V**

**CONTRACTOR’S COMPENSATION FOR SERVICES**

The Government will compensate the Contractor for services performed pursuant to Section II, supra, in the total annual not to exceed amount negotiated, which shall remain firm and fixed for all years of the contract, including any special monthly extension on a pro-rata, monthly basis for the professional services provided in keeping with this RFP.

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

The Government shall compensate the Contractor monthly upon submittal of the Director’s certification of services rendered.

Upon review and acceptance of invoices and time records, the Contractor will be compensated in the amount negotiated monthly.

**SECTION VI**

**FINAL PAYMENT AND RELEASE OF CLAIMS**

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 and as a condition precedent thereto, the Contractor shall execute and deliver to the Government a release, in a form approved by the Government, of claims against the Government of Guam arising under and by virtue of this Agreement.

**SECTION VII**

**GENERAL COMPLIANCE WITH LAWS**

In performing the work provided for herein, Contractor 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, including but not limited to HIPAA, Civil Rights Discrimination Laws and ADA. Contractor 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 territory or federal laws on this subject.

Contractor has provided a copy of appropriate business license pursuant to section 26203, Title 11, Guam Code Annotated.

**SECTION VIII**

**INDEPENDENT AGENT**

For the purpose of the Government Claims Act, Public Law 17-29, Contractor shall not be considered an agent of the Government of Guam with respect to any acts performed by it in connection with the discharge of the duties of this contract. There shall be no employee benefits provided under this contract, such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the Government. Contractor contracts herein with the Government as an independent Offeror, and is neither an employee nor an agent of the Government for the purpose of performing the services hereunder. The Government, therefore, assumes no responsibility for the acts of Contractor which are performed in its independent and professional capacity.

## SECTION IX

### RESPONSIBILITY OF CONTRACTOR

Contractor shall be responsible for all work and the materials furnished under this contract. Contractor shall, without additional cost to the Government, correct or revise all errors or deficiencies in his/her work. The Government's review, approval, acceptance of, and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of Contractor's failure to the Government for all costs of any kind which may be incurred by the Government as a result of Contractor's negligent performance of any of the services performed under this contract.

## SECTION X

### ASSIGNMENT OF AGREEMENT

Contractor may not assign this Agreement, or any sum becoming due under the provisions of this Agreement without the prior written consent of the Government.

## SECTION XI

### GENERAL COMPLIANCE WITH LAWS

Contractor shall be required to comply with all Federal and Territorial laws and ordinances applicable to this work. Contractor has provided the Government with a copy of its Statement of Exemption pursuant to Section 16024 of the Government Code.

## SECTION XII

### INDEMNITY

Contractor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought from or on account of any injury, death, or damage arising or growing out of the acts or omissions of Contractor, its officers, agents, servants or employees under this Agreement.

## SECTION XIII

### CHANGE

(a) The Government may, at any time, by written order, make changes to the general scope of this contract in the services to be performed. Contractor shall not make any changes to the general scope without the written approval of the Government.

(b) If such changes cause an increase or decrease in Contractor'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 Government within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, the Government, if it determines the facts 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 Contractor from diligently proceeding with the work so charged.

(c) If Contractor 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, Contractor shall make a request, in writing, for the Government 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 Government shall, in response to such requests for Change Order, utilize the same options as stated above.

## SECTION XIV

### 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 Contractor in performing this Agreement shall, in the manner to the extent determined by the Government, become the property of and be delivered to the Government. If the contract is terminated by Contractor or by the Government for cause, prior to its completion, Contractor shall reimburse the Government for any travel costs associated with this contract and the Government may retain as set-off for such expenses any funds owed to Contractor in the Government's possession.

## SECTION XV

### 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 XVI

### GOVERNING LAW

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

## SECTION XVII

### EFFECTIVE DATE OF AGREEMENT

The Agreement shall take effect upon the signature of all the required parties and approval by the Governor of Guam.

**SECTION XVIII**

**GOVERNMENT NOT LIABLE**

The Government assumes no liability for any accident or injury that may occur to Contractor, 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 XIX**

**FUNDING**

Funding for this agreement is subject to the availability of funds.

**SECTION XX**

**MANDATORY DISPUTES CLAUSE (2GAR Div. 4 § 9103(g))**

(a) All controversies between the territory and the Contractor which arise under, or by virtue of, this Agreement and which are not resolved shall be decided by the Procurement Officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however, that if the Procurement Officer does not issue a written decision within 60 days after receipt of written request for a final decision or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

(b) The Procurement Officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, with a return receipt requested, or by any other method that provides evidence of receipt.

(c) Any such decision shall be final and conclusive, unless fraudulent, or unless the Contractor appeals the decision administratively pursuant to Title5 Guam Code Annotated, Section 5427(e) and 5706.

(d) The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution pursuant to law of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of this Agreement by the territory; provided however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Chief Procurement Officer or head of the Government has made a written determination that continuation of work under the contract is essential to the public and safety.

**SECTION XXI**

**CLAIMS AGAINST GOVERNMENT**

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

**SECTION XXII**

**CONSENT TO JURISDICTION**

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

### SECTION XXIII

#### MANDATORY REPRESENTATION BY CONTRACTOR

(a) General Ethical Standards (2 GAR Div. 4 § 11103(b)). With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor 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.

(b) Prohibition against Gratuities and Kickbacks (2GAR Div. 4 § 11107(e)). With respect to this Agreement and any other contract that the Contractor may have or wish to enter into with any government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

(c) Prohibition against Contingent Fees (2 GAR Div. 4 § 11108(h)). The Contractor represents that he has not retained a person or anyone upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

(d) Restriction on Employment of Sex Offenders (5 GCA § 5253)). The Contractor warrants that no person on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of the Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated or convicted of an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of the Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated or convicted of an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any Contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting agency of such violation, shall within twenty-four (24) take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

### SECTION XXIV

#### WAGE AND BENEFIT COMPLIANCE – CONTRACTORS PROVIDING SERVICES

(a) Contractor with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the

direct deliverance of deliverables to the Government of Guam. 5 GCA §5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement is awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA §5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. 5 GCA §5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay minimum of ten (10) paid holidays per annum per employee. 5 GCA §5801

(e) Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Thousand Dollars (\$1,000) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA §5801

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 GCA Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA §5801

(g) Contractor along with all proposed Offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5801

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligation as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals providing direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

## SECTION XXV.

### **BINDING SIGNATORY**

This Agreement, and any modification hereto, is not binding until signed by the Governor of Guam.

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

**DEPARTMENT OF YOUTH AFFAIRS**

**(CONTRACTOR)**

By: \_\_\_\_\_  
ADONIS J. MENDIOLA  
Director

By: \_\_\_\_\_  
(Authorized Representative)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CERTIFIED FUNDS AVAILABLE:**

**BUREAU OF BUDGET AND MANAGEMENT RESEARCH**

Account No.: \_\_\_\_\_

Vendor No.: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
JOSE S. CALVO  
DIRECTOR

By: \_\_\_\_\_  
JEANNETTE C. TOVES  
Certifying Officer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:  
OFFICE OF THE ATTORNEY  
GENERAL OF GUAM**

**OFFICE OF THE GOVERNOR  
OF GUAM**

By: \_\_\_\_\_  
ELIZABETH BARRETT-ANDERSON  
Attorney General of Guam

By: \_\_\_\_\_  
HONORABLE EDDIE BAZA CALVO  
Governor of Guam

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_