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STANDARD OPERATING PROCEDURES

SOP#: 200-031
Amended 8/2023

I. SUBJECT Competitive Selection Procedures for Services – Request for Proposals (RFP)

II. INQUIRIES Office of Supply Management (“Procurement Office”)

III. PURPOSE

These Standard Operating Procedures (“SOP”) for Competitive Selection Procedures for Services – Request for Proposals (RFP) establish and prescribe procedures for the procurement of Professional Services of accountants, physicians, lawyers, dentists and other professionals services, in accordance with applicable local and federal statutes and regulations.

IV. APPLICABILITY

Except as otherwise provided by law, these Procedures shall apply to the management of all Guam Department of Education (“GDOE”) purchases, paid with GDOE local funds or out of monies under the control of GDOE; for example, US Department of Education (“USDOE”) grant funds and other US federal grant funds.

This SOP supersedes all previous SOPs relevant to this topic.

V. REFERENCES

To fully understand what is required for the proper procurement of goods, services and construction, the Standard Operating Procedures contained throughout this document must be consulted and carefully followed. A working knowledge of the prerequisites contained below will also be helpful.

- A. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in particular, 2 CFR §§200.318-200.326
- B. USDOE Special Conditions issued annually in June
- C. Guam Code Annotated, Title 5, Division 1, Chapter 5, Guam Procurement Law
- D. Guam Administrative Rules and Regulations, Title 2, Division 4, Procurement Regulations

VI. KEY TERMS

The words defined are commonly used purchasing terms. The following terms are not intended to be legal definitions.

Determination of Need (“DON”): A questionnaire required to be completed and submitted by the End User which justifies the requested procurement. **(Appendix A-2)**

End User: A party (School/Division) that initiates the request for the purchase of goods, services, or construction.

End User Memorandum (“EUM”): A questionnaire required to be completed and submitted by the End User which justifies the requested procurement and provides information that will be used by Legal Counsel to properly review and assess the RFP process. **(Appendix A-1)**

End User’s Processing Form: This form is to be utilized by the End User as a checklist for required documents or attachments for the RFP process. **(Appendix A-3)**

Offeror: A person or business who submits a proposal in response to the RFP

Proposal: An offer in response to the Request for Proposal (“RFP”)

Request for Proposal: A Procurement method used for professional services.

Scope of Service/Work or Specification: A detailed description developed by the end-user which includes the deliverables, services to be rendered, or work to be performed. The specification is a document which clearly, accurately, and completely describes the essential requirements of the goods or service being purchased. The specification is the basis of all offers and is the foundation for the contract.

VII. COMMODITY OR SERVICE AMOUNTS

The RFP is generally used for procurements for professional services above the small purchases limits requiring formal solicitation.

Thresholds by Funding Source:

- A. Local Funds and Non-USDOE Federal Funds: \$500 and below (1 quote required)
- B. Local Funds and Non-USDOE Federal Funds: \$25,000 and below (3 quotes required)
- C. Local Funds and Non-USDOE Federal Funds: \$25,000.01 and above (Formal Solicitation)
- D. USDOE Federal Funds: \$250,000 and below (3 quotes required)
- E. USDOE Federal Funds: \$250,000.01 and above (Formal Solicitation)
- F. Construction Services: \$100,000 and below (3 quotes required)
- G. Construction Services: \$100,000.01 and above (Formal Solicitation)

VIII. STEP-BY-STEP REQUEST FOR PROPOSAL (RFP) PROCESS

A. Step 1: Preparing Initiating Documents - End User’s Responsibility

1. The End User must complete the following items listed below:
 - a. **End User Memorandum (EUM) Form (Appendix A-1)**
 - b. **Determination of Need (DON) Form (Appendix A-2)**
 - c. **Scope of Service/Work or Specifications.** It is the End User’s responsibility to put the Scope of Service/Work or Specifications together. The specification is the basis of all offers.

What is the purpose of the specification?

The purpose of the specification is to:

- Communicate the Buyer’s requirements to potential suppliers;
- Guide supplier responses; and
- Help the Buyer to evaluate offers by providing a basis for comparability.

Preparing specification can be a long and complex process. It is important, however, that adequate time is devoted to this task as it is the single most critical aspect of a successful purchasing process. A poor specification may result in:

- The product or service not being delivered as required;
- Difficulties in evaluating offers;
- Offers from unsuitable suppliers or no offers because the Department’s requirements are unclear;
- The need to clarify the specification to potential vendors during the procurement process;

- Wide cost variances in offers; and
 - Contract discrepancies.
- d. **All materials used in the development of the specifications and/or scope of work**, to include but not limited to:
- Brochures and submittals of potential vendors, manufacturers or contractors
 - All drafts, signed and dated by the draftsman
 - Other papers or materials used in the development of specifications and/or scope of work
- e. **Evaluation Criteria Breakdown** (Appendix A-4). Total Breakdown should total 100 points based on the offeror's responsiveness to each of the categories outlined.
- For Example:
- **25 Points:** The plan for performing the required services.
 - **35 Points:** Ability to perform the services and the qualifications and abilities of personnel proposed to be assigned to perform the services.
 - **25 Points:** The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.
 - **15 points:** Record of Past Performance of similar work.
- f. End User's Processing Form (**Appendix A-3**)
2. Timing. Consideration must be given regarding the timing of the procurement. While the RFP must remain open for at least 10 calendar days, other factors should be considered:
- Funding deadlines including encumbrance and expenditure deadlines as well as the time necessary to deliver the product or service
 - Adequate time for vendors to prepare a proposal particularly if the product or service is technical in nature
 - Scheduling a site visit or pre-proposal conference if needed to assist vendors in preparing responsive proposals
 - Adequate time for vendors to develop questions and time for End User to respond
3. The End User must create a requisition on MUNIS, attach documents listed above to the requisition on MUNIS, and submit a hard copy to the assigned Buyer who will be handling the RFP: See SOP 200-037 on Requisition Entry for more details.

B. Step 2: Verifying Initial Documentation - Buyer's Responsibility

1. Verify that the requisition has been entered into the MUNIS system.
2. Ensure that the **EUM, DON, Scope of Services/Work/Specifications, all materials used in the development of the specifications, the End User's Processing Form, and the Evaluation Criteria Breakdown** have been completed and attached to requisition.

C. Step 3: Preparing the DRAFT RFP Packet

1. The Buyer responsible for preparing the RFP packet will input all the pertinent information into the RFP template utilizing the supporting documentation attached to requisition.
2. The Buyer must ensure that all pertinent Affidavits and forms are attached:
 - a. Affidavit Disclosing Ownership & Commissions (AG Procurement Form 002) (**Appendix B-1**)
 - b. Affidavit re: Non-Collusion (AG Procurement Form 003) (**Appendix B-2**)
 - c. Affidavit re: No Gratuities or Kickbacks (AG Procurement Form 004) (**Appendix B-3**)
 - d. Affidavit re: Ethical Standards (AG Procurement Form 005) (**Appendix B-4**)
 - e. Declaration re: Compliance with US DOL Wage Determination (AG Procurement Form 006 and most recent Wage Listing for Guam) (**Appendix B-5a & B-5b**)
 - f. Affidavit re: Contingent Fees (AG Procurement Form 007) (**Appendix B-6**)
 - g. Sample Contract (**Appendix B-7**) (to be provided by Legal)

- h. Sex Offender Form (GDOE Procurement Form 002) (**Appendix B-8**)
 - i. Proprietary Data – Designation Form (GDOE Procurement Form 003) (**Appendix B-9**)
 - j. Local Procurement Preference Application Form (GDOE Procurement Form 005) (**Appendix B-10**) (**not applicable to USDOE funds**)
 - k. And other attachments as applicable to RFP
3. The Buyer will prepare AG Form 014, Declaration of Compliance with 5 GCA §5150 (**Appendix B-12**), authorizing publication of the RFP, which will be routed to the Superintendent by Legal Counsel.
 4. If the procurement is \$500,000 or above, Buyer will prepare AG Form 012, Notification of Procurement over \$500,000 (**Appendix B-11**), which will be forwarded to the Attorney General's Office by Legal Counsel.
 5. The Buyer will then submit the Draft RFP Packet to the End User, Legal Counsel, and SMA (Supply Management Administrator) for the review process.

D. Step 4: RFP Review Process

End User Review

1. Ensure that the Scope of Services/Work or Specifications and Evaluation Criteria identified in the Draft RFP are complete and correct.
2. When review has been completed, End User will forward the Draft RFP to Buyer for any changes. If no changes are required Buyer will forward Draft RFP and all supporting documents (i.e. DON, EUM, Scope, etc.) to Legal Counsel for review.

Legal Review – Pre-publication

1. Legal will review the Draft RFP packet. If any changes/corrections are deemed necessary, Legal will return Draft RFP packet to the assigned Buyer to make the changes/corrections. Once the changes/corrections have been completed, the Buyer will resubmit packet to Legal for final review and approval.
2. Once review is complete, Legal will prepare a sample contract to accompany the RFP packet.
3. Legal Counsel will then forward AG Form 014 authorizing the publication of RFP to Superintendent for signature. The signed form, along with the RFP packet are returned to the designated Buyer.
4. If procurement is estimated to be \$500,000 or greater, Legal will forward AG Form 012 to the Office of the Attorney General.
5. Once Buyer received the RFP packet, Buyer will forward to SMA for review.

Supply Management Administrator (SMA) Review

1. SMA must ensure the Draft RFP complies with the Procurement Regulations and the Scope of Services/Work or Specifications and Evaluation Criteria identified in the Draft RFP is complete and correct.
2. If any changes or corrections are needed, SMA will return the Draft RFP to Buyer. For any changes made, it will be sent to end user for review and approval and return back to buyer once approved.
3. Once review is complete, SMA will return signed RFP Packet to Buyer for publication.

E. Step 5: Publication

Once the SMA signs the RFP and the AG Form 014 has been signed by the Superintendent, the Buyer may proceed in publishing the RFP advertisement. The procurement office generally has a blanket purchase order with local newspapers for publication.

1. Advertisement for Public Advisement Requirements

- a. Local: One (1) print media (one day advertisement)
- b. Federal: Two (2) print media (one day advertisement but in separate papers)

2. Types of Print Media

- a. A newspaper of general circulation on Guam;
- b. A newspaper of local circulation in the area pertinent to the procurement;
- c. Industry media; or in a government publication designed for giving public notices.

3. Submission of Ad

- a. The standard size for the ad is 2" x 6" but not limited to. The ad is not a camera ready advertisement.

It is advisable to submit the ad at least two (2) days prior to publication in a local newspaper. If the advertisement is scheduled to be published on a Friday, the ad and purchase order must be submitted to the print media no later than Wednesday before 12 pm (noon).

If the ad is scheduled to run on a holiday, or directly after a holiday, check with the procurement office for the submission deadline.

If the request to run the ad is submitted after the deadline, the newspaper may not be able to run the advertisement or additional fees will be charged for late submission

- b. If the request to run the ad is submitted after the deadline additional fees will be charged for late submission.
- c. The Buyer will have to proofread the advertisement before giving the print media the final approval to run the advertisement. Any Federal Funding (USDOE) advertisements should also be proof read by the State Program Officer and Program Manager for approval prior to publication.
- d. The Buyer responsible for running the ad must make sure a copy of the actual advertisement is posted on the procurement bulletin board and a copy is kept in the procurement file.
- e. For other forms of print media, consult media representative for deadlines.

F. Step 6: Preparing the Final RFP Packet for Distribution to the Public

BUYER MUST:

1. Submit an electronic copy of the Signed RFP packet to the designated staff to upload to the GDOE Website. The RFP must be available on the website the day of the actual public release or the day before.
2. Ensure that the deadlines are entered in the GDOE Procurement Calendar (Public), which is posted on the Procurement Website.
3. Ensure a copy of the actual advertisement is posted on the Procurement bulletin board the day the advertisement is published.
4. Ensure a copy of the actual advertisement is posted on the Procurement Website the day the advertisement is published.
5. Ensure a procurement folder is prepared for prospective offerors who would rather pick up a RFP packet instead of downloading it from the website. A \$10.00 fee will be charged to prospective offerors that pick up a hard copy. This folder will contain the following:
 - a. RFP Register.

- b. At least two (2) one (1) copy of the RFP packet for prospective offerors to pick up. (Be sure to indicate the RFP number on the envelope).
- c. The original signed RFP Packet must be kept in the procurement folder to ensure additional copies can be made.
- d. Receipts from prospective offerors who picked up and paid for their packets.
- e. All amendments to RFP.
- f. Online register: A copy can be obtained from the designated staff. The Buyer must request for an updated online register before each amendment is issued to ensure all interested vendors are provided copies of the amendment.
- g. A copy of the published advertisement.

G. Step 7: Pre-Proposal Conference/Site Visit

End user may have included requirement for pre-proposal conference or site visit in the RFP.

1. If the pre-proposal conference or site visit was not included in the RFP, a vendor may submit a request for a pre-proposal conference/site visit. The request must be in written form.
2. Pre-Proposal Conferences/Site Visits are at the discretion of GDOE and not the offeror.
3. GDOE will review the offeror's request to determine if the conference is pertinent to the RFP and whether, if the request is denied, it might affect the proposal process.
4. If request for the pre-proposal conference is denied, Buyer must prepare an amendment notifying prospective offerors that the request was denied.
5. If GDOE decides that the request is justified, the Buyer is responsible for sending out an amendment to notify all prospective offerors that the pre-proposal conference/site visit will be held.
6. The Amendment for the Pre-Proposal Conference/Site Visit must include the following:
 - Date
 - Time
 - Location of where the pre-proposal conference/site visit will be held
7. The Buyer will be responsible for preparing a sign-in sheet to keep attendance of the participants and the End User must prepare an agenda.
8. The pre-proposal conference/site visit that it must be recorded **at all times**.
9. At the start of the pre-proposal conference/site visit the Buyer will be responsible for the introductions and announcement of all the house rules.
10. After pre-proposal conference/site visit has been conducted, an amendment must be sent to all prospective offerors, which must include a summary of the pre-proposal conference/site visit.
11. All documents must be kept in the procurement file for said RFP.

H. Step 8: Monitoring Deadlines

The Buyer must keep track of the deadlines stated in the RFP packet. The minimum timeline for the Proposal to be submitted is ten (10) calendar days after publication of the advertisement.

1. Deadline for Questions

Prospective offerors will have the opportunity to submit questions pertaining to the RFP. Questions regarding the RFP will be forwarded to the End User. All questions regarding policies and procedures will be answered by the Procurement Office. The Buyer shall set a deadline for the responses.

The questions MUST be submitted in written form. Written questions must be submitted on or before the deadline stated in the RFP.

Acceptable written formats are as follows:

- E-Mail
- Fax
- US Postal (Mail) or preferred carrier (Fed-Ex, DHL, etc.)
- Hand delivered correspondence (Drop-off)

2. Deadline for GDOE Response to Questions

- a. Questions regarding the RFP will be forwarded by the Buyer to the End User.
- b. All questions regarding policies and procedures will answered by the Procurement Office.
- c. The Buyer shall set a deadline for responses in order to meet the deadline to respond to questions.
- d. The response time for GDOE to reply is at least three (3) work days from the date prospective offerors are required to submit questions regarding RFP.
- e. Buyer is responsible for preparing the Amendment containing GDOE responses.

I. Step 9: Amendment Process

An amendment must be prepared for any changes to the RFP.

1. The Buyer must keep track of how many amendments are processed. Each amendment is sequentially numbered.
2. Once the Buyer has prepared an amendment, the SMA must sign, showing approval.
3. The Buyer must provide an electronic copy to the designated staff so it can be uploaded to the procurement website for said RFP.
4. Amendments must be sent to all prospective offerors listed on the website register and the RFP register kept in the procurement file for individuals who picked up the RFP packet.
5. The Buyer must ensure that all prospective offerors sign the Amendment Acknowledgement. The signed Acknowledgements must be kept in the Procurement File.

J. Step 10: Communication Log

The assigned Buyer must keep a communication log of all communications pertaining to RFP. The communications include all the amendments sent out, acknowledgements received from prospective offerors, and all other written communications such as emails, facsimiles or memos between the Department and the offerors. See separate SOP-200-025, Procedures for Maintaining the Procurement File, for more information.

ALL COMMUNICATIONS REGARDING THE RFP SHOULD ONLY BE HANDLED BY THE ASSIGNED BUYER. SHOULD A PROSPECTIVE OFFEROR REQUIRE ANY TYPE OF INFORMATION THE ASSIGNED BUYER MUST HANDLE IT.

K. Step 11: Deadline for Submittal

1. Deadline for submittal can be extended, depending on the situation and at the Buyer's and End User's discretion.
2. GDOE's Procurement Office maintains the official time for the RFP proposal submission. Any proposals submitted past the time of submission will not be accepted. If a proposal has been

received after the time of submission, this needs to be reflected on the Analysis and Recommendation and a notice of rejection prepared to be sent to the vendor.

L. Step 12: Prequalification Review

1. Abstract for RFP

- a. Buyer must prepare a RFP abstract a day prior to the closing of the RFP.
- b. The Buyers must prequalify all proposals by determining that all pertinent documents have been submitted as required by the RFP. This should be done immediately after the submission deadline. Prequalification review **IS NOT** open to the public.

2. Two Procurement Officials must be present

One (1) official will verify if all documents required have been submitted and one official will tally the information being verified.

3. After Prequalification Review

- a. If there are any missing documents from Offerors or insignificant mistakes that can be waived or corrected without prejudice to other Offerors, the Buyer may deem it a minor informality if it is a matter form rather than substance.
- b. Buyer must then request the missing documents or correction from the Offeror and prepare a Memorandum to File stating the Minor Informality.
- c. If the Offeror does not provide the required documents or correction upon request, they will be deemed nonresponsive and disqualified. Buyer must inform the Offeror of their disqualification.

M. Step 13: Evaluation Process

1. Once the prequalification is completed, the Buyer must request the End User to convene a committee to evaluate the prequalified proposals submitted.
2. The committee will consist of no less than three (3) and no more than five (5) evaluators.
3. The assigned Buyer must set a time and date to conduct the evaluation.
4. Once the committee has been designated, the Buyer must prepare the following documents for the evaluation:
 - a. RFP Rating Criteria Form for each evaluator and for all the prequalified proposals (**Appendix C-1**)
 - b. Non-Collusion and Confidentiality Form for each evaluator (**Appendix C-2**)
 - c. Sign in sheet (**Appendix C-3**)
 - d. Evaluations Tally and Concurrence Sheet (**Appendix C-4**)
5. Each evaluator must sign in and complete the Non-Collusion and Confidentiality Form.
6. The assigned Buyer will conduct the evaluation and provide each evaluator a copy of the prequalified proposals.
7. The evaluation committee must evaluate the prequalified proposals using the rating criteria.
8. After the evaluations are completed, evaluations will be tallied and the evaluators must sign the Evaluations Tally and Concurrence Sheet.

N. Step 14: After the Evaluation

1. The assigned Buyer will provide the End User a copy of the RFP packet and proposal with the highest criteria rating for review and concurrence. End User must provide the assigned Buyer an internal memorandum indicating the proposal meets the Department's needs based on the RFP requirements. This document must be kept in the RFP File.

2. Prior to notifying the Best Qualified Offeror, Buyer must check the “Excluded Parties Listing” on the website to ensure vendor is not listed. If the company is operating under a DBA (Doing Business As), both names should be checked. If the company is listed, consult SMA before proceeding.
3. The Buyer must then prepare an Analysis and Recommendation and a Proposal Status for each Offeror for SMA's review and signature.
4. The Proposal Status is then sent to each Offeror. Buyer cannot complete the procurement file until the acknowledgements for the Proposal Status have been returned by each offeror.
5. The Buyer must then contact the best qualified offeror to start the negotiation process.
6. A procurement official must be present at all times during the negotiations. The negotiations must be recorded and the recording kept in the procurement file.
7. If negotiations fail, the Buyer must advise the Offeror of the termination of negotiations.
8. The End User and Buyer must then determine whether negotiations should be held with next qualified offeror or whether the procurement should be cancelled and reissued at a later date, if funding continues to be available, the service is still required, and adequate time is available for the service to be completed. A determination should be documented, approved by the End User, the Buyer, and the SMA. Depending on the determination, the relevant steps above must be followed.
9. Once GDOE and the offeror have successfully negotiated an agreement, the Buyer must provide a Negotiations Team Memorandum (**Appendix C-5**) to End User to document that the negotiations were successful between the two parties. The memo must be kept with the RFP file.

O. Step 15: Final Selection Process

1. Once negotiations are complete, the Buyer handling the RFP must prepare a Letter of Intent for SMA's review and signature.
2. After the SMA affixes his signature on said documents, the Buyer will send out the Letter of Intent to the Best Qualified Offeror. Buyer cannot complete the procurement file until the acknowledgement for the above document has been returned by the offeror.
3. Once all pertinent documents have been received and the procurement file is complete, the procurement file must be reviewed by Legal Counsel for internal contract processing. A Purchase Order or Contract may be used as prescribed by Guam Procurement laws, rules, and regulations, but must first be reviewed and approved by the legal division.
4. Once Legal reviews the procurement file, the contract is sent to the Buyer who then routes for Internal Review. A contract tracker is prepared, attached to the contract, and routed for the following approvals:
 - a. End User / Project Manager – reviews and ensures that funding source, contract term, scope of work, and compensation amount in the contract are in line with the MSB (For federal funded procurements, end user ensures contract is within the approved grant application.)
 - b. Program Compliance (for federally funded procurements only) – reviews scope of work, deliverables, terms, and language of the contract to ensure that allowable within the associated grant application.
 - c. Third Party Fiduciary (for USDOE federally funded procurements only) – Review on how procurement was conducted and review Federal Program's approval for compliance. Deputy Superintendent, Finance & Administrative Services –reviews overall contract and funding compliance.

5. A Contract or purchase order may be used as prescribed by Guam Law, but first must be reviewed and approved by the legal division. For Contracts, once a contract is reviewed internally, it is then submitted to Legal Counsel, who prepares the final contract for signatures. This is then routed to the following:
 - a. Vendor
 - b. Third Party Fiduciary (for USDOE Federally funded procurements)
 - c. Certifying Officer
 - d. Supply Management Administrator
 - e. Legal Counsel
 - f. Superintendent
 - g. Attorney General's Office
 - h. Governor's Office
4. A purchase order should not be processed until 14 calendar days after sending the Proposal Status to participating offerors and after receipt of the Executed Contract.
5. Once the contract has been signed by all parties, the Buyer will process the requisition for Purchase Order conversion and issuance to the successful offeror. The Buyer must attach the following into Requisition Attachments on MUNIS prior to processing:
 - a. RFP Advertisement
 - b. Original RFP
 - c. Complete submittal of the winning offeror
 - d. Letter of Intent (acknowledged)
 - e. Executed Contract

Note, the requisition and related attachments, are sent back through the workflow. This is final opportunity for those approving the requisition to compare it to the contract before the Purchase Order is processed. Any concerns should be raised with the assigned Buyer for resolution.

6. A Notice to Proceed and Congratulatory Letter will also be prepared for issuance to the successful offeror; a copy will be placed in the procurement file.

P. Step 16: Renewals/Extensions and Expirations

The End User must monitor renewal dates and expiration dates. At least 90 (ninety) calendar days before the contract expires, the End User must notify procurement whether the contract/purchase order should be renewed or cancelled or if a new procurement should be initiated.

1. If it is in the best interest of the Department to renew a contract or PO, the following documents must be completed and submitted to procurement before the expiration of the contract:
 - a. A new Determination of Need form (**Appendix A-2**) must be completed.
 - b. Request for Contract Extension or Renewal Form (**Appendix C-6**).
 - c. Original Contract and any amendment contracts and renewals thereafter.
 - d. Other pertinent documents that may be necessary for the renewal/extension.
 - e. Requisition must be entered in the MUNIS System for the new contract year with all above documents attached.
 - f. Contract entry must be updated in the Contracts Module (Procurement will complete this step)
2. If it is in the best interest of the Department to cancel the contract or PO, a determination letter should document the recommendation, a copy sent to the vendor, and vendor acknowledgement received. The determination letter and acknowledgement should be placed in the procurement file.
3. If a contract or PO will expire and the service is still needed, the procurement process must begin in sufficient time so that the new contract or PO is in place prior to the expiration date.

4. Failure to monitor renewal or expiration dates and act appropriately may result in critical services or products not being available to the Department in a timely manner.

Q. Protests

If a vendor registers a complaint, the Buyer should immediately consult with the SMA so that a determination can be made as to whether or not a protest exists. The Buyer should work towards a timely resolution to the complaint to prevent it from escalating and causing delays in the procurement process. Consultation with the SMA is necessary and a determination of the finding should be placed in the file.

A protest may be launched at any time during procurement. If an official protest is lodged against the Department, the relevant documents must be forwarded to Legal immediately. The applicable SOP, SOP 200-040, should be consulted. As timing is crucial, a protest should be immediately dealt with. Failure to adhere to deadlines could result in penalties lodged against the Department.

IX. ROLES and RESPONSIBILITIES

The following are the key personnel in the Procurement process. The specific responsibilities and expectations of these individuals are delineated as follows:

A. Procurement Office:

The role of the Procurement Office is to provide leadership, guidance, and enforcement of the policies, regulations and procedures as stipulated in this document. The Procurement Office is the main point of contact for all questions or concerns regarding the Department's procurement activities.

B. End User:

Schools and Divisions are the ultimate End Users of the procured services, supplies, materials and equipment. End Users are responsible for initiating the purchase requisitions in the MUNIS system and for causing their approval. End Users may assign particular individuals for initiating requisitions in MUNIS.

C. MUNIS System:

The financial management information system purchased from Tyler Technologies in September 2011 and operational in April 2012. Tyler's MUNIS is a resource planning solution which integrates core financial functions, among them are procurement, fixed assets receiving and fixed assets inventory.

D. Vendor:

The vendor is approved by the GDOE Procurement Office to provide goods, services, and/or construction to GDOE schools and divisions.

E. Superintendent of Education: (Chief Procurement Officer for GDOE)

The Superintendent of Education, as head of the Guam Department of Education, shall have general supervision of all procurement activity within the Guam Department of Education (GDOE), its schools and divisions. This responsibility shall not, however, relieve any school or division of accountability for the procurement roles under its control.

The Superintendent:

1. Shall ensure that all of those in a management capacity below him/her enforce the requirements contained in these Standard Operating Procedures.
2. Shall be responsive to violations and shall take the appropriate action.

F. Third Party Fiduciary (TPFA):

The TPFA is responsible for providing guidance, management leadership, and accountability of USDOE funded procurements. They have the final approval of all US Department of Education funds awarded to the Department.

X. NON COMPLIANCE

The Superintendent, Deputy Superintendent of Finance & Administrative Services, and the Supply Management Administrator will be advised of any violations to procurement procedure. Non-compliance of any of the regulations set-forth in this document may result in disciplinary action, up to termination.

For questions or concerns regarding compliance, contact the Procurement Office.

XI. CONTACT INFORMATION

The Office of Supply Management is located at:

501 Mariner Avenue
B-Building, 1st Floor, Suite 116
Barrigada, Guam 96913-1608

TELEPHONE: 671) 475-0438

EMAIL: procurement@gdoe.net

WEBSITE: www.gdoe.net/procurement

XII. APPENDICES A, B, & C – PROCUREMENT FORMS

The following forms and samples are provided to assist and ensure that the forms are properly filled out correctly, and to prevent delays in the processing of your documents.

- A-1 End User Memorandum or EUM
- A-2 Determination of Need or DON
- A-3 End User's Processing Form
- A-4 Evaluation Criteria Breakdown "Sample"

- B-1 Affidavit Disclosing Ownership & Commissions (AG Procurement Form 002)
- B-2 Affidavit re: Non-Collusion (AG Procurement Form 003)
- B-3 Affidavit re: No Gratuities or Kickbacks (AG Procurement Form 004)
- B-4 Affidavit re: Ethical Standards (AG Procurement Form 005) (Appendix B-4)
- B-5a Declaration re: Compliance with US DOL Wage Determination (AG Procurement Form 006) B-5b
Most Recent Wage Listing for Guam
- B-6 Affidavit re: Contingent Fees (AG Procurement Form 007)
- B-7 Sample Contract (Must request for this document from GDOE Legal)
- B-8 Sex Offender Form (GDOE Procurement Form 002)
- B-9 Proprietary Data – Designation Form (GDOE Procurement Form 003)
- B-10 Local Procurement Preference Application Form (GDOE Procurement Form 005) Not applicable
for USDOE grant funded procurements.
- B-11 Notification of Procurement over \$500,000 (AG Procurement Form 012)
- B-12 Declaration of Compliance with 5 GCA §5150 (AG Procurement Form 014)

- C-1 RFP Rating Criteria Form
- C-2 Non-Collusion and Confidentiality Form
- C-3 Sign in Sheet
- C-4 Evaluations Tally and Concurrence Sheet
- C-5 Negotiations Team Memorandum
- C-6 Request for Contract Extension or Renewal Form

The Procurement Office will maintain complete, printable copies of the forms.

XIII. INTERNAL CONTROL

The Supply Management Administrator and Buyer Supervisors are charged with ensuring the validity of these procedures and their compliance. The Internal Audit Office ("IAO") will periodically validate these SOPs and recommend improvements where needed.

XIV. TRAINING

The Supply Management Administrator will ensure training is conducted and available for all GDOE and Private, Non-Public ("PNP") End Users (school administrators, division heads and staff) in these procurement procedures at least once yearly.

In compliance with xxx, all Buyers will complete required procurement training offered by the Guam Community College. The Supply Management Administrator will seek opportunities for Procurement Office staff to be trained and updated on methods and regulations of procurement.

XV. REPORTS

The Supply Management Administrator will submit the following reports to the Deputy Superintendent of Finance & Administrative Services:

Requisition Processing Report: To End Users weekly

Open Purchase Order Report: To End Users monthly

Procurement Calendar / Status Report: To End Users monthly

XVI. PENALTY

Failure to adhere to this SOP may result in disciplinary action, up to and including termination, in accordance with the DOE Personnel Rules & Regulations.

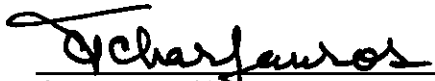
XVII. EFFECTIVE DATE

Upon date of approval and signature, unless otherwise noted.

XVIII. CHANGES

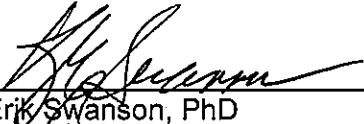
A formal review of this SOP should be conducted at least once every two years to determine if updates are necessary. Changes to this policy shall be effectuated by the Superintendent of Education.

Approved by:



Carmen T. Chafauros
Supply Management Administrator

8/4/23
Date:



K. Erik Swanson, PhD
Superintendent of Education

8/4/23
Date:

APPENDIX

A-1 THROUGH A-4

Appendix A-1

GDOE PROCUREMENT FORM – END USER MEMO - REVISED 11/2013

END USER MEMO

1. Has a written Determination of Need been completed? (5 GCA 5249) ☐ Y ☐ N ☐
 - a. By Whom? _____
2. Is the procurement for professional services? (5 GCA 5216/2 GAR 3114) ☐ Y ☐ N ☐
 - a. What type of services? _____
 - b. Are the services available from existing GDOE personnel? ☐ Y ☐ N ☐
 - c. If not, has the need for services been explained in the written Determination of Need? ☐ Y ☐ N ☐
3. What will be the relationship between the vendor and GDOE? (examples: consultant, direct service provider) (2 GAR 3114)

4. Are there requirements in law or regulation regarding this procurement? ☐ Y ☐ N ☐
 - a. If yes, cite law or regulation: _____
 - b. Describe the requirement: _____

5. Are the services or products needed for more than one year? (5 GCA 5237/2 GAR 3121) ☐ Y ☐ N ☐
 - a. If yes, for how long? _____
 - b. How was this determination made? _____

6. Who developed the specifications/scope of work for this solicitation?

-
- a. Were technical literature or manufacturer's brochures used in developing the specifications/scope of work? ☐ Y ☐ N ☐
- b. If yes, list the literature or brochures: _____

7. Is there a trade publication, website, or other method to publish the RFP/IFB to vendors who provide the services described in the solicitation? ☐ Y ☐ N ☐
- a. If yes, describe the method: _____

- b. Are there vendors known to be interested in performing the services or providing the product in the RFP/IFB? ☐ Y ☐ N ☐
- If yes, list the vendors: _____

8. Do the specifications include only essential functions required to meet GDOE's needs? (5 GCA 5268/2 GAR 4102) ☐ Y ☐ N ☐
9. Are the specifications/scope of work unduly restrictive? (5 GCA 5265) ☐ Y ☐ N ☐
10. Do the specifications/scope of work contain features peculiar to one provider? (5 GCA 5268/2 GAR 4106 & 4102) ☐ Y ☐ N ☐
11. Is this recommended for restricted competition or for sole source procurement? ☐ Y ☐ N ☐
- a. If yes, explain the need for restricted competition (5 GCA 5268/2 GAR 4106):
(example, grant specific/ govt – govt)

- b. If grant specific, is relevant grant narrative and approval attached ☐ Y ☐ N ☐

12. Do specifications/scope of work describe relevant technical requirements or desired performance? (5 GCA 5268/2GAR 4102&4109) ☐ Y N ☐
13. Do specifications/scope of work contain restrictions that do not affect performance? ☐ Y N ☐
14. Do specifications/scope of work permit maximum practicable competition? (5 GCA 5265/2 GAR 4102) ☐ Y N ☐
15. Is solicitation for a product that is biodegradable, reusable, recyclable, made from recycled material, or a combination of these qualities? (2 GAR 1102) ☐ Y N ☐
16. Is solicitation for concrete or asphalt paving, or construction/repair of highways? (5 GCA 5218) ☐ Y N ☐
17. Is solicitation for horticulture products? (5 GCA 5008) ☐ Y N ☐
18. Is solicitation for produce or fish from local farmers or fishermen? (5 GCA 5001) ☐ Y N ☐
19. Is solicitation for lease of equipment, supplies, or real property? (2 GAR 3119) ☐ Y N ☐
20. Is solicitation for an indefinite quantity? (2 GAR 3119/6101) ☐ Y N ☐
- a. If yes, why is an indefinite quantity needed? _____
- b. What is the approximate minimum quantity needed? _____
- c. Can product be broken into unit prices? ☐ Y N ☐
- d. Will the product be purchased over a specific period of time? (example: an indefinite quantity over six months or a year?) ☐ Y N ☐
- e. If yes, what period of time? _____

21. Were the specifications/scope of work developed by or in consultation with an existing GDOE vendor? (2 GAR 4103) ☐ Y ☐ N

22. Do specifications/scope of work specify “brand name or equal”? (2 GAR 4103) ☐ Y ☐ N

a. If yes, is there a written determination by GDOE Superintendent or SMA? ☐ Y ☐ N

b. Are three or more different brands identified as “or equal”? ☐ Y ☐ N

c. Do specifications/scope of work state that substantially equivalent products will be considered for award? ☐ Y ☐ N

d. Do specifications/scope of work include the particular design, function, or performance characteristics required? ☐ Y ☐ N

e. Do specifications/scope of work explain that use of brand name is for purpose of describing standard of quality, performance, and characteristics, and not to restrict competition? ☐ Y ☐ N

23. Do specifications/scope of work specify a “brand name” product? (2 GAR 4103) ☐ Y ☐ N

a. If yes, is there a written determination by GDOE Superintendent or SMA? ☐ Y ☐ N

24. Are draft specifications or scope of work attached? ☐ Y ☐ N

25. For IFB, is draft bid form attached? ☐ Y ☐ N

COMPLETED BY:

Print Name

Title

Sign Name

Date

RECORD OF PLANNING AND DETERMINATION OF NEED

1. Describe the need for the services or supplies to be procured:

2. Who determined the need for the services or supplies:

3. What is the funding source for this procurement:

4. Were the services or supplies requested and approved in a grant application/award:

☐ Y N ☐

- a. If yes, what grant application and year:

- b. When do grant funds expire?

5. Is this procurement mandated by statute or regulation?

☐ Y N ☐

- a. If yes, cite:

6. For subscription, membership, registration and sole source **ONLY**.

1. How was the decision made to choose this supply/service?

2. Are there any other similar supplies/services that may be comparable to those selected?

3. Provide a description of the unique features that would restrict competition.

Print Name

Title

Sign Name

Date

Appendix A-3



JON J. P. FERNANDEZ
Superintendent of Education

DEPARTMENT OF EDUCATION OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net/procurement
500 Mariner Avenue
A-Building, Suite A-13
Barrigada, Guam 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

End User's Processing Form

Requisition No.: _____

Title of the Procurement Request: _____

Type of Procurement: _____ Invitation for Bid (IFB) _____ Request for Proposal (RFP) _____ Small Purchase Contract

_____ Requisition must be entered into the system to encumber the funding
(Must be submitted with End User's Processing Form)

_____ End User Memorandum must be completed and submitted to Procurement
(Request for this form from Procurement. This is also available at www.gdoe.net/procurement)

_____ Record of Planning & Determination of Need
(Request for this form from Procurement. This is also available at www.gdoe.net/procurement)

_____ Specifications/Scope of Work must be submitted with End User's Processing Form
(Electronic workable file must be emailed to the buyer in charge of this procurement)

_____ All materials used in the development of specifications and/or Scope of Work to include, but not limited to:
_____ Brochures and submittals of potential vendors, manufacturers or contractors (including price quotes)
_____ All Drafts, signed and dated by the draftsman
_____ Others used in development of specification scope of work.
Specify: _____

_____ Bid Cost Form (for IFBs)
(Electronic workable file must be emailed to the buyer in charge of this procurement)

_____ Evaluation Criteria breakdown equal to 100 points (for RFPs)

_____ Federally Funded: _____ USED Funded
_____ USED Approval
_____ Budget Narrative
_____ Program Narrative

_____ Federally Funded: _____ USDA & HHS Funded

_____ Locally Funded

End User Responsible for Preparing this Request:

Print Name of End User

Division & Title

Signature of End User

Date

Email Address

Office Phone Number

Print Name of Division Head

Division Head Signature & Date

All documents listed herein must be attached to the End User's Processing Form for the review and approval of the Procurement Official responsible for preparing this request.

Appendix A-4

SAMPLE

EVALUATION CRITERIA BREAKDOWN

<u>Evaluation Factors</u>	<u>Points</u>
The plan for performing the required services.	25
Ability to perform the services and the qualifications and abilities of personnel proposed to be assigned to perform the services	35
The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting	25
Record of past performance of similar work	15
Total Available Points	100

*Note: The **Points** system varies; it all depends on what **factors** are important based on the specific needs of your program and activity.*

APPENDIX

B-1 THROUGH B-11

Appendix B-1

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:

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

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

NOTARY PUBLIC
My commission expires: _____

Appendix B-2

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 _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT RE 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 _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

Appendix B-4

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 _____, 20____.

NOTARY PUBLIC
My commission expires _____,

Appendix B-5a

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

WD 05-2147 (Rev.-19) was first posted on www.wdol.gov on 01/05/2016

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

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 19
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		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
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

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

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 _____, 20__.

NOTARY PUBLIC

My commission expires _____, ____.

Appendix B-7

SAMPLE CONTRACT

(This is a sample document. [NAME] reserves the right to issue and execute a contract pursuant to this RFP and as allowed by law or regulations, and hereby reserves all other rights as stated in the RFP or otherwise applicable.)

AGREEMENT BETWEEN GUAM DEPARTMENT OF EDUCATION AND [VENDOR] FOR SERVICES PURSUANT TO GDOE RFP _____

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF EDUCATION** ("GDOE"), an agency of the government of Guam, whose address is 500 Mariner Avenue, Barrigada, Guam 96913, and [VENDOR] ("Contractor"), whose address is _____.

WHEREAS, GDOE issued a Request for Proposal ("RFP") GDOE RFP _____ to _____ attached herewith as **Exhibit 1**;

WHEREAS, GDOE has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GDOE to have such services performed under contract;

WHEREAS, Contractor responded to the RFP by submitting a proposal ("Proposal") to provide services in accordance with the RFP, and was selected as the most qualified offeror;

WHEREAS, by submitting its Proposal, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, GDOE desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. The Contractor shall provide professional consulting services for the GDOE, as described in the _____ dated _____ attached herein as **Exhibit 2**. Specified dates for performance of tasks may be amended by written agreement between GDOE and Contractor's authorized representative. Contractor shall provide status reports on the services performed as required under this Agreement or more frequently as requested by GDOE. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor engaged in the same and similar field as Contractor herein. GDOE may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. GDOE acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event GDOE discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by GDOE and GDOE may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by GDOE.

II. Term of Agreement.

A. This Agreement shall be effective upon its full execution by all necessary parties until _____. It may thereafter be renewed for up to _____ additional terms of one year upon written agreement between GDOE's Superintendent and Contractor's authorized representative. Such renewal shall be subject to the certification and availability of funds available for these services.

B. This Agreement will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. GDOE shall provide timely notice if funds are not available for continuation of contract beyond the fiscal year. In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs.

III. Compensation.

A. Compensation. Compensation for Services: Contractor shall receive compensation from GDOE for Services as provided for in the _____ dated _____ attached herein as Exhibit 2 to this Agreement and in an amount not to exceed _____ (\$ _____).

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. GDOE shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Early Termination.

A. By GDOE. GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: GDOE may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the contract or such part of the

contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor.

(i) **Termination for Cause:** Contractor shall notify GDOE in writing of deficiencies or default in the performance of GDOE's duties under this Agreement. GDOE shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GDOE shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

C. Termination/Modification for Lack of Funds. GDOE may terminate or modify this Agreement based upon a lack of funding. In such an event, GDOE shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GDOE, the Contractor shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Contractor in which GDOE has an interest.

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GDOE may issue a new Request for Proposal with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. Contact Person. The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GDOE. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GDOE reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. Confidentiality.

A. Information. The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the Contractor to safeguard the confidentiality

of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GDOE. All of the Information shall be returned promptly after use to GDOE and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GDOE, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GDOE to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.

VIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

XIV. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XV. Scope of Agreement. This Agreement and its attachments, the RFP, and Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and GDOE each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XVI. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. Governing Law and Forum Selection. Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XIX. Compliance with Laws.

A. In General. The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment. The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

C. Family and Educational Rights and Privacy Act.

Contractor acknowledges that certain information about GDOE students may be considered Education Records and that this information must be confidential by reason of the

Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and related regulations (collectively referred to as "FERPA"). Both parties agree to protect these records in accordance with FERPA and any relevant GDOE policy or standard operating procedure. Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by the Contract, (b) required by law, or (c) otherwise authorized by GDOE in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of the Contract. Contractor agrees to provide GDOE with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor will have procedures and solutions implemented to prevent unauthorized access, and the procedures will be documented and available for GDOE to review on request. Those employees allowed to send data and receive data to and from the Contractor must be identified and sign a non-disclosure agreement.

Accidental exposures of data covered by the Contract to unauthorized persons will result in the Contractor notifying GDOE within four (4) hours of discovery; failure to do will be considered a material breach of the Contract. Notification to those whose data have been exposed will occur, at Contractor's sole expense, by GDOE.

Within thirty (30) days after the termination or expiration of the term of the Contract for any reason, Contractor shall either: (a) return or destroy, as applicable, all sensitive data, including any data protected under FERPA, provided to the Contractor by GDOE, including all sensitive data, including any data protected under FERPA, provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities; or (b) in the event that returning or destroying the sensitive data, including any data protected under FERPA, is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Contractor must continue to protect all sensitive data, including any data protected under FERPA, that it retains and agree to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible as Contractor maintains such sensitive data, including any data protected under FERPA.

Contractor's computer(s) must be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems, which may be periodically tested by GDOE personnel.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by GDOE. GDOE agrees to comply with reasonable requests of Contractor to provide access to all documents and GDOE property reasonably necessary to the performance of Contractor's

services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

A. Indemnification. Contractor shall indemnify and hold harmless GDOE and its officers, agents, Board members and employees from or on account of any claims, losses, expenses, injuries, damages, actions, lawsuits, judgments, or liability resulting or arising from (but only to the extent caused or contributed to by) the negligent or wrongful act or omission or the Contractor or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance of services under this Agreement.

B. GDOE not Liable. GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXII. Delays, Extensions and Suspensions. GDOE unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. GDOE shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. GDOE shall have the power to make changes in the Agreement and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GDOE shall give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner,

procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GDOE materially alters the obligations of the Contractor, or the benefits to GDOE, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GDOE shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GDOE and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GDOE and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIV. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for GDOE, and are not employees of GDOE. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands,

costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. **Wage and Benefits Compliance.** Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor assumes all liability for, and hereby indemnifies GDOE from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

XXV. Disclosure. The Contractor hereby represents that it has disclosed to GDOE all matters regarding Contractor which if not disclosed to GDOE would materially affect GDOE's decision to enter into this Agreement with Contractor.

XXVI. Disposition of Property and Materials; Intellectual Property Rights.

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of GDOE, regardless of whether Contractor is in possession of such Work Product, and may be used by GDOE without permission from Contractor and without any additional costs to GDOE.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of GDOE. Contractor explicitly acknowledges that GDOE possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of GDOE.

XXVII. Mandatory Representations by Contractor:

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Contractor shall notify GDOE

when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this agreement.

B. Gratuities and Kickbacks. Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. Contingent Fees. Contractor warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.

D. Ethical Standards. Contractor warrants it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

XXVIII. Disputes.

a. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE 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 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. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

b. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

XXIX. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior

Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXX. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XXXI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXII. Amendments/Modifications. Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

A. **Changes To Work.** Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. **Extension of Time to Perform Services.** This Agreement may be modified to extend time for Contractor to perform services upon writing signed by GDOE and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.



Special Provisions

RE: GDOE RFP _____ (RFP Number Here)
_____ (Title Here)

**Restriction against Sex Offenders Employed by service providers to
Government of Guam from working on Government Property.**

_____(COMPANY NAME, hereafter the "Offeror") hereby warrants that if awarded a contract or purchase order pursuant to the RFP referenced above, it shall comply with the provisions of 5 GCA §5253, specifically that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services pursuant to the RFP while on government of Guam property, with the exception of public highways. If any employee 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 Guam Department of Education ("GDOE") of the conviction within twenty-four (24) 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 paragraph, then GDOE will give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four (24) hours of notice from the Government, and shall notify the Government when action has been taken. If the offeror fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend the contract or purchase order.

COMPANY NAME

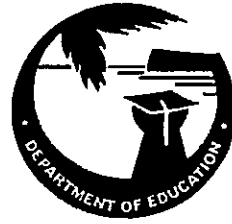
NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE/DATE

Appendix B-9

**GUAM DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

500 MARINER AVENUE, SUITE A-13
BARRIGADA, GUAM 96913
TELEPHONE: (671) 300-1581
FACSIMILE: (671) 472-5001



REQUEST FOR PROPOSAL – DESIGNATION OF PROPRIETARY INFORMATION

All Offerors are advised that pursuant to 2 GAR §3114(h) if a contract is awarded pursuant to a Request for Proposals (RFP), the successful proposal may be incorporated into the contract and thereafter considered public information. If an Offeror wishes to prevent the public release of certain information within a proposal on the basis that such information is a trade secret or other proprietary data, the Offeror must clearly designate the sections of the proposal as proprietary information and request in writing that such information be exempt from public disclosure.

For proposals selected for award under an RFP, the Superintendent of the Department of Education (DOE) or his designee will examine requests to designate information as proprietary and issue a decision in writing as to whether such information will be considered proprietary. Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3114(h)(2).

Offerors wishing to designate proposal information as proprietary must clearly mark such sections within the proposal and identify the corresponding sections and page numbers below and return this form with the proposal.

I, _____, an authorized representative of _____, hereby request that the sections and page numbers listed below of the proposal submitted in response to **GDOE RFP XXX-2017, TITLE HERE** be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Name: _____

Signature

Title: _____

Company: _____

This form MUST BE submitted in the TECHNICAL SUBMITTAL.

GDOE Procurement Form 004





Office of the Attorney General of Guam



NOTIFICATION OF PROCUREMENT OVER \$500,000

(FOR USE ONLY IF AGENCY HAS AN APPOINTED SAAG)

To: Office of the Attorney General

Attention: Deputy Attorney General, Solicitor Division

From: _____
[Agency Name]

Name of Attorney for Agency: _____

Type of Procurement: _____
[IFB, RFP, etc.]

Description of Procurement: _____

Project Number: _____

Funding Source: _____

ARRA: _____ Yes _____ No **If yes, federal agency:** _____

Procurement Officer (Print
Name)

Signature of Procurement Officer

Date: _____

APPENDIX

C-1 THROUGH C-6

Appendix C-1

RFP: XXX-2018		RFP TITLE: TITLE HERE		
OFFEROR'S NAME: Name of Offeror Here				
ITEM	EVALUATION CRITERIA	MAXIMUM POINTS	RATING	COMMENTS
a.	Work Plan. The plan for performing the required services, including understanding of the project's potential problems and/or any special concerns, the reasonableness and practicality of the plan for providing the required services;	25		
b.	Firm Capacity and Ability. The capacity and ability of the Offeror to perform the duties identified in the scope of services as well as the special conditions letter, the degree of confidence GDOE can have in the Offeror's technical and financial ability to actually deliver the proposed services;	35		
c.	Adequacy of Firm Resources. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be available at the time of contracting, the functionality of the proposed FMIS; and	25		
d.	Past Performances and Client References. The record and quality of past performance of similar work, including clientele/references input regarding the level of customer satisfaction with similar relationships.	15		
TOTAL		100		

Additional Comments: _____

Evaluator Name:	Title:	Date:
 SIGNATURE: _____		

Appendix C-2



JON J.P. FERNANDEZ
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net/procurement
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

NON-COLLUSION AND CONFIDENTIALITY FORM

I, _____, an evaluator of the following project:

Project Name: TITLE HERE

RFP Number: RFP XXX-2018 (RFP NUMBER HERE)

Hereby affirm that as an evaluator of the aforementioned project, the evaluation I will provide is genuine and not collusive or sham; and, that none of the proposers of the aforementioned project have colluded, conspired, connived or agreed, directly or indirectly, with me or any of my immediate family, to put in a sham proposal or conspired in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with me or any of my immediate family members to profit or to secure any advantage against the Government of Guam in the proposed contract.

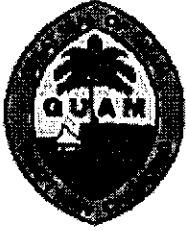
I further affirm that all information related to this evaluation shall be kept confidential until such time that the Guam Department of Education has determined to publicly announce the results.

I certify that to the best of my knowledge that the aforementioned statements are true and correct. It is understood that any willful misrepresentation or fraud are subject to applicable penalties.

Signature of Evaluator

Date

Appendix C-3



JON J.P. FERNANDEZ
Superintendent of Education

**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

www.gdoe.net/procurement
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



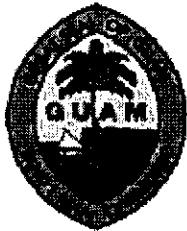
CARMEN T. CHARFAUROS
Supply Management Administrator

RFP XXX-2018
TITLE HERE
DATE HERE
TIME HERE

**EVALUATIONS
SIGN-IN SHEET**

PRINT NAME	TITLE / DIVISION / AGENCY	CONTACT NO. / EMAIL	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Appendix C-4



JON J.P. FERNANDEZ
Superintendent of Education

DEPARTMENT OF EDUCATION OFFICE OF SUPPLY MANAGEMENT

www.gdoe.net/procurement
501 Mariner Avenue
8-Building, Suite 116
Barrigada, Guam 96913
Telephone: (671) 475-0438/Fax: (671) 472-5001
Email: procurement@gdoe.net



CARMEN T. CHARFAUROS
Supply Management Administrator

RFP XXX-2018
TITLE HERE
DATE HERE
TIME HERE

EVALUATIONS TALLY AND CONCURRENCE SHEET

EVALUATOR	NAME OF OFFEROR NO. 1	NAME OF OFFEROR NO. 2	NAME OF OFFEROR NO. 3	EVALUATOR'S 1ST CHOICE
1.				
2.				
3.				
4.				
5.				
TOTAL				

Evaluation Team Recommendation for Selection: _____

EVALUATION CONCURRENCE

Please sign and date below affirming your concurrence with the Evaluations for RFP XXX-2017, Title Here.

Evaluator's Signature / Date

Evaluator's Signature / Date

Evaluator's Signature / Date

Evaluator's Signature / Date

Evaluator's Signature / Date

PROCUREMENT OFFICIAL

Signature / Date

Appendix C-5

NEGOTIATIONS TEAM MEMORANDUM REQUEST FOR PROPOSAL

TO: OFFICE OF SUPPLY MANAGEMENT

CC: PROCUREMENT FILE

FROM:

DATE: ____/____/____ (MM/DD/YYYY)

RE: PROCUREMENT REVIEW CHECKLIST FOR RFP XXX-2018

REQUEST FOR PROPOSAL PROCUREMENT REVIEW CHECKLIST – NEGOTIATION TEAM MEMO

This form is to be completed by the Negotiations Team upon completion of negotiations.

Beginning Cost Proposal \$ _____

Final Cost Proposal \$ _____

Final Negotiated Scope of Services (reference additional document(s) if necessary)

Please answer the questions below.

NEGOTIATIONS AND AWARD

63. Were negotiations with the best qualified offeror successful, and were all terms and price agreed to?

☐ Yes

☐ No

64. Was the negotiated price fair and reasonable?

☐ Yes

☐ No

65. Is negotiated price sufficient to comply with the wage and benefit requirements of 5 GCA §§ 5801 and 5802? (5 GCA §§ 5801 and 5802 are attached to this memo for reference)

☐ Yes

☐ No

68. If applicable, why did negotiations fail?
(attach additional pages, if necessary) ☐ Not Applicable

Please sign and date below affirming your concurrence with the above statements.

<hr/>	<hr/>	<hr/>
Name & Title	Signature	Date
<hr/>	<hr/>	<hr/>
Name & Title	Signature	Date
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Name & Title	Signature	Date
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Name & Title	Signature	Date

Appendix C-6

REQUEST FOR CONTRACT EXTENSION OR RENEWAL

CONTRACT TITLE: **AGREEMENT BETWEEN GUAM DEPARTMENT OF
EDUCATION AND _____
FOR SERVICES PURSUANT TO _____;**

END DATE OF CURRENT TERM: _____

CONTRACTOR/VENDOR: _____

END USER: _____

☐

CONTRACT EXTENSION

☐

CONTRACT RENEWAL

Please provide detailed answers to the following:

1. Is the Contract currently in its first term? If not, provide a copy of all previous renewals.

2. Does the Contract allow for an extension or renewal? Cite Contract section.

3. What is the justification for the contract extension/renewal?

4. Has Vendor agreed to renewal or extension?

5. For extension: how much additional time is required to perform services?

6. Has vendor performance been documented as satisfactory or unsatisfactory?

7. Will price change as a result of extension or during renewal term?

END USER

DATE