



**REQUEST FOR PROPOSAL  
RFP NO: 001-24**

**Group Medical and Dental Insurance Plan**

**The Mount Carmel Alumni and Endowment Foundation &  
Mount Carmel School Academy Charter School  
Physical Address: 32A Calle Delos Marteres Agat Guam 96915  
Mailing: P.O. Box 7830 Agat Guam 96928  
Tel: (671)565-5128 \* Fax (671)565-3539**

**April 2024**

# **Mount Carmel Academy Charter School**

## **Request for Proposal RFP NO. 001-024**

### **Group Medical and Dental Insurance Plan**

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*The Mount Carmel Alumni & Endowment Foundation*  
*and*



**MT CARMEL ACADEMY CHARTER SCHOOL**

P.O. BOX 7830, Agat, Guam 96928  
Tel: (671) 565-5128 · Fax: (671) 565-3539

**Request for Proposal No.**  
**RFP-001-024**  
**Group Medical and Dental Insurance Plan**

The Mount Carmel Academy Charter School, a Non-Profit Association organized under the laws of Government of Guam, is soliciting proposals from qualified firm or professional individuals, or companies (Offerors) to provide Group Medical and Dental Insurance Plan to the Mount Carmel Academy Charter School.

**Deadline for Request for Inquiries (RFI), is on or before 4:00 p.m., Monday, May 06, 2024(Chamorro Standard Time/Guam Time).** All Offerors are encouraged to submit any questions, concerns, or inquires.

Request for Proposal (RFP) packages may be obtained at the Mount Carmel Academy Charter School located at 32A Calle Delos Marteres Agat, Administration Building, from Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m., or may be downloaded via Mount Carmel Academy Charter School website at [www.mtcarmelguam.com](http://www.mtcarmelguam.com).

**A Pre-Proposal Conference is scheduled to take place on Tuesday, April 30, 2024 at 10:00 am (Chamorro Standard Time).** Conference will be held at the Mount Carmel Academy Charter School located at 32A Calle Delos Marteres Agat. All offerors are encouraged to attend.

**Deadline for submission of all proposals is 4:00 pm, Tuesday, May 28, 2024 (Chamorro Standard Time/Guam Time).** All proposals must be submitted to the attention of the Chief Executive Officer.

The Mount Carmel Academy Charter School shall have the right to reject, in whole or in part, proposals or offers which have been submitted in response to this RFP, and/or cancel this RFP if it is determined to be in the best interest of the Mount Carmel Academy Charter School and/or for whatever reason allowed by law and/or regulation. This right to reject and/or cancel is pursuant to Procurement Regulation 3115 (d)(2)(A).

For additional information, contact Ms. Eleanor Camacho Chief Communications Officer at (671) 565-5128/3822 or email at: [ecamacho@mtcarmelguam.com](mailto:ecamacho@mtcarmelguam.com)

  
Michael F. Phillips  
Chief Executive Officer

This Advertisement is paid with government funds by:  
Guam Academy Charter School Council

## **BASIC INFORMATION/INSTRUCTIONS TO OFFEROR**

### **I. BACKGROUND OVERVIEW:**

The Mount Carmel Academy Charter School is a Non-Profit Association organized under the Government of Guam, soliciting proposals from a qualified Firm/Individual (Offeror) to provide Group Medical and Dental Insurance Plan. All health insurance companies must be duly licensed to do business on Guam and comply with all regulatory requirements as promulgated by the Guam Insurance Commissioner, pursuant to the Insurance Law of Guam and other applicable laws.

### **II. INTRODUCTION**

- A. The Mount Carmel Academy Charter School will require Offeror who may be supported by a sub-Offeror to be ultimately responsible for services provided as part of the Proposal of Offeror.
- B. The Mount Carmel Academy Charter School will use procedures prescribed by the Guam Procurement Act, 5 GCA §§5001-5805, to establish a contract. The website to review the Guam Procurement Act is [www.guamcourts.org/CompilerofLaws/GCA/Title5.html](http://www.guamcourts.org/CompilerofLaws/GCA/Title5.html) and Guam Procurement Regulations is [www.guamcourts.org/CompilerofLaws/GAR/02gar.html](http://www.guamcourts.org/CompilerofLaws/GAR/02gar.html).
- C. Offerors are expected to have, and shall have, sole responsibility for working knowledge of these laws and regulations.
- D. Issuing Office: This Request for Proposals (RFP) is issued by the Mount Carmel Academy Charter School. No oral explanations in regard to the meaning of the RFP will be made and no oral instructions will be given before award of a contract to the selected Offeror. All proposals and any inquiries of prospective Offerors regarding this RFP must be in writing and must be to the attention of:

Mr. Michael F. Phillips  
Chief Executive Officer  
Email: [ecamacho@mtcarmelguam.com](mailto:ecamacho@mtcarmelguam.com)

Address: Mount Carmel Academy Charter School  
32A Calle Delos Materes  
Agat, Guam 96928  
Tel: (671) 565-5128/3822

*Except to the above person named, direct or indirect contact with Mount Carmel Academy Charter School Management, Staff, Board Members or any person participating in the selection process is prohibited.*

**III. SUMMARY OF SCOPE OF SERVICES:**

The Mount Carmel Academy Charter School requires the services of a qualified firm/individual (Offeror) to provide Group Medical and Dental Insurance Plan. The scope of services can be found in **Attachment No. 1** of the RFP.

Offerors are to submit a minimum of two (2) different medical plans inclusive of vision and two (2) dental plans. Dental plans shall not be bundled.

**IV. DESCRIPTION OF THE SERVICES/WORK:**

A Preliminary Scope of Work describing the work to be performed, is detailed in **Attachment No. 1**. Upon final selection of the best qualified Offeror, the Scope of Services/Work may be modified and refined during fee negotiations.

**V. TERM AND TIME OF PERFORMANCE FOR THE WORK INVOLVED:**

1. The successful Offeror shall commence work upon execution of a fully executed contract.
2. The term of this contract is for a period of one (1) year. If no funds are appropriated and/or budgeted, the contract may be terminated upon giving a minimum thirty (30) day written notice.
3. In the event of third-party involvement, any work provided by a third party will be approved by Mount Carmel Academy Charter School before it is executed. Mount Carmel Academy Charter School will have the authority to communicate with the third party as deemed necessary.
4. All materials resulting from this contract shall be the sole ownership of the Mount Carmel Academy Charter School.
5. Time of performance: Mount Carmel Academy Charter School intends for the services requested by the RFP to go into effect on August 1, 2024. An offeror awarded a contract must file the health insurance policy with the Insurance Commissioner of Guam at least forty-five (45) days prior to the policy's effective date of August 1, 2024, and pay the applicable fees. No health insurance policy or endorsement shall become effective unless filed with the Insurance Commissioner for approval at least forty-five (45) days prior to its effective date. 22 GCA § 18308.1.

Any person violating any of the provisions of this article shall be guilty of a misdemeanor, and shall, upon conviction be subject to a fine of not more than one thousand dollars (\$1,000.00) if the person convicted is not a natural person, or if the person convicted is a natural person, a fine of not more than five hundred dollars (\$500.00) or imprisonment of not more than six (6) months, or both such fine and imprisonment. 22 GCA § 18311.

Additionally, the insurance laws prohibit advertisement of any rates unless the rates are filed with the insurance Commissioner at least forty-five (45) days prior to the effective date of the rates or the advertisement of the rates, whichever comes first. Persons violating this provision are subject to a civil fine of up to \$5,000.00 pursuant to Title 22 Guam Code Annotated § 18504.

Furthermore, all registered interested parties and potential offerors shall comply with the applicable laws and act accordingly.

6. Patient Protection and Affordable Care Act Benefits to Continue: It is the intent of this RFP, and the contract to result from it, to enter into an agreement that provides for all of the benefits, rights and responsibilities afforded as a result of the Patient Protection and Affordable Care Act (PPACA) (U.S Public Law 111-148), and the regulations promulgated under the authority of the Act.

**VI. TYPE OF CONTRACT:**

A Professional Service Agreement will be consummated between the Offeror and the Mount Carmel Academy Charter School. A sample professional service agreement is attached herein as **Attachment No. 2**, for reference. The Mount Carmel Academy Charter School reserves the right to modify the Sample Agreement during the proposal period or negotiation period. The Offeror selected must be fully licensed to conduct business on Guam prior to execution of any contract resulting from this RFP.

**VII. SUBMISSION DEADLINE AND REQUIREMENTS:**

All proposals in response to this RFP solicitation shall be in writing, must be time-stamped and received at the Administration Building of the Mount Carmel Academy Charter School and shall be to the attention of the Chief Executive Officer, **no later than 4:00pm, Chamorro Standard Time (Guam Time) May 28, 2024.** **No proposals shall be received after such date and time. Additionally, proposals transmitted via facsimile or email will not be accepted.**

Offeror must provide one (1) original, three (3) complete sets and one (1) CD containing electronic file copy in Optical Character Recognition and PDF format. All items should be sealed in one package bearing on the outside name of the Offeror, address, and the name of the service for which the proposal is submitted and shall be submitted no later than the deadline.

**VIII. PRE-PROPOSAL CONFERENCE:**

**A Pre-Proposal Meeting is scheduled on Tuesday, April 30, 2024, at 10:00 a.m., Chamorro Standard Time (Guam Time) at the Mount Carmel Academy Charter School, Administration Office.** No oral statements made at the Pre-Proposal Meeting by Mount Carmel Academy Charter School Personnel shall be relied on. The Mount Carmel Academy Charter School will respond in writing to all inquiries, questions, comments and suggestions.

**All Requests for Information (RFI) inquiries, clarifications or questions must be submitted no later than 4:00 p.m. Chamorro Standard Time (Guam Time) Monday, May 06, 2024. RFI shall reference the RFP Number, Project Title and must be addressed to the attention of the Chief Executive Officer, Mount Carmel Academy Charter School:**

To: Chief Executive Officer  
Mr. Michael F. Phillips  
Email: [ecamacho@mtcarmelguam.com](mailto:ecamacho@mtcarmelguam.com)

**IX. RIGHT TO CANCEL SOLICITATION AND REJECT PROPOSALS:**

1. Late Proposals: Proposals submitted after the above submission deadline will **NOT** be accepted.
2. Cancellation of Solicitation: All solicitations issued by Mount Carmel Academy Charter School may be cancelled or rejected in whole or in part, as provided for under 5 GCA §5225 of the Guam Procurement Act.

**X. OPENING OF PROPOSALS:**

Proposals and modifications shall not be opened publicly nor disclosed to unauthorized persons but shall be opened in the presence of two or more procurement officials or designees of Mount Carmel Academy Charter School. A register of Proposals shall be established which shall include all proposals, the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of Proposals shall be opened for public inspection only after the contract has been awarded. Proposals of Offerors who are not awarded the contract shall not be opened for public inspection.

**XI. BUSINESS LICENSE:**

Offeror(s) and Sub-Consultants must be fully licensed to do business in Guam prior to the execution of any contract resulting from this RFP.

**XII. TRADE SECRETS AND PROPRIETARY DATA:**

Offerors may designate those portions of their proposal that contain trade secrets or proprietary data, which are to remain confidential. The Mount Carmel Academy Charter School will examine any such request to designate portions of proposals as trade secrets or proprietary data as confidential and determine the validity of such request prior to entering into negotiations with prospective Offeror.

**XIII. CONTENTS OF THE PROPOSAL:**

The Proposal, at the minimum, must contain the following:

A. Transmittal Letter:

1. A transmittal letter, include the name of the offeror, the location of the offeror's principal



place of business and type of business. The offeror shall designate a contact person and include his or her address and contact numbers, including email address, if different from the offeror's. The designated person must be knowledgeable to answer any questions asked by Mount Carmel Academy Charter School regarding the offeror's proposal. Obligations committed by such signatures must be fulfilled.

2. The purpose of this letter is to transmit the Proposal and should be brief.
3. The letter must be signed by an individual who is authorized to bind the Offeror to all statements contained in the submission.
4. The transmittal letter must make reference to the RFP number and Professional Services that Offeror is responding to.

**B. Statement of Qualifications and Experience of Offeror:**

The proposal should demonstrate the ability of the Offeror to perform and provide the services enumerated in the Scope of Services/Work attached herein as Attachment No. 1. The Statement of Qualifications must be current, accurate, and complete; thus, shall include the following:

1. Name of Offerors firm and year organized (includes address, telephone number, emails, websites etc.)
2. Provide a list of key personnel that would be assigned to perform the services contained in this RFP. Identify their abilities, qualifications, experience, education, and years of experience.
3. Demonstrate the ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the personnel proposed to be assigned to perform the services.
4. Provide the point of contact who will have responsibility for the Mount Carmel Academy Charter School dealing with the offeror.
5. Attach a list of all contracts under which service similar in scope, size and discipline for the required services, which the Offeror has substantially performed or accomplished .
6. Provide a list of all contacts under which services similar in scope, size and discipline for the required services, which the Offeror has substantially performed or accomplished as the Prime and/or Principal Firm over the past five (5) years, including client names, addresses, phone numbers and point of contracts. The list shall include at least five (5) contracts involving the same or similar services required under this solicitation.
7. A statement the Offeror has established and implemented an Affirmative Action Plan.
8. A letter affirming the existence of a Drug Free Workplace Program and Policy at the firm.



C. Financial Stability:

The Offeror must also demonstrate that it is financially capable of performing the services required under the RFP. At a minimum, a proposal must contain satisfactory responses to the following:

1. Each offeror must provide the most recent audited financial statements for the healthcare insurance business only for the underwriting insurance company.
2. Each offeror must provide the most recent Annual Statement and Risk-Based Capital Report that has been filed with the National Association of Insurance Commissioners.
3. The insurance company or third-party administrator must also provide proof that it has errors and omissions insurance that will suitably protect Mount Carmel Academy Charter School, or proof in the form of a written statement indicating that it is willing to obtain the errors and omissions insurance.
4. If some part or all the funds of the plan are to be held by an administrator, the administrator must also provide its most recent audited financial statements, and proof that it has errors and omissions insurance, or proof in the form of a written statement indicating that it is willing to obtain the errors and omissions insurance.
5. If the offeror contracts with a third party for utilization review services, the offeror must indicate the cost of such services for the Mount Carmel Academy Charter School.
6. Each Offeror must provide a current and accurate provider directory including reliable data regarding provider access, specifically, the time between a member's call and actual date of appointment for a provider.

D. Submission of Guam Business License:

All Offerors, to include reinsurers and underwriters, must submit a copy of a current Guam Business License. If a current license or licenses have not been obtained yet, then they must be obtained and copies submitted prior to conclusion of negotiations, and the transmittal letter must explain that the Offeror does not have a current Guam business license or licenses. If copies of the required business licenses are not submitted by the time and date that all the terms and conditions of a contract are agreed to between the parties, then negotiations shall terminate, and the offeror will be disqualified on the basis of being non-responsive.

E. Submission of premium rates:

All Offerors, must submit its proposed premium rates All offerors are required to submit fully insured medical and dental premiums rates at a minimum. This information will be used along with current enrollment to assist the Mount Carmel Academy Charter School in analyzing the cost portion of the proposal.

#### **XIV. SELECTION OF BEST QUALIFIED PROPOSER AND PROPOSAL:**

1. **Evaluation and Ranking:** After receipt of all proposals, the Evaluation Committee established by the Chief Executive Officer, will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria as reflected herein and shall be ranked accordingly. The ranking of the proposals will be based on the total points awarded to the proposals by each Evaluation Committee member. Each proposal shall be evaluated on the following evaluation factors based on the aggregate points awarded by each Evaluation Committee member.

**Offerors may be required to be interviewed or hold discussions with the Evaluation Committee to clarify certain items from the submitted proposal. These discussions, if any, will be in accordance with the Guam Procurement Laws.**

In the event of a tie between two or more evaluation scores, Offerors shall be invited to appear before the evaluation committee for further interviews for the purpose of breaking this tie.

2. **Selection:** The selection of the best qualified responsible, responsive offeror shall be the highest rank offeror. A "Short Listing" will be established based on the ranking results of the evaluation process. The Mount Carmel Academy Charter School reserves the right to short-list to a maximum of three (3) qualified Offerors.

The highest ranked Offeror will be selected to enter into negotiations with the Mount Carmel Academy Charter School. If an agreement can be reached as reasonable fees, a contract will then be prepared for signatures by both parties. The signature of the Chief Executive Officer or his designated representative is the only signature that will bind the Mount Carmel Academy Charter School.

If the Mount Carmel Academy Charter School is unable to negotiate a contract with the highest ranked Offeror, the Chief Executive Officer or designee, may re-solicit for offers or enter into negotiations with the next highest ranked offeror based on the established short list.

3. **Mandatory features:**

- a. Delivery of a Proposal with a Technical portion/volume;
- b. The Proposal and transmittal letter are signed by an individual authorized to bind the company or firm;
- c. The Proposal is valid for ninety (90) days from the deadline or close of the RFP;
- d. The minimum format and content required by the RFP is presented in the Proposal;
- e. Compliance with the Required Forms identified in Section XVII;
- f. Contract Terms and Conditions described in the RFP have been agreed to.
- g. Compliance to specific requirements:
  1. Evidence of statement the firm has established and implemented an Affirmative Action Plan.
  2. Evidence or statement of establishment and implementation of a Drug Free Workplace Program:

Failure to comply with any of the aforementioned mandatory features or requirements shall result in the disqualification or rejection of the submitted Proposal. Minor irregularities in the Proposals that are immaterial or inconsequential in nature may be waived by the Committee whenever it is deemed in the best interest of Mount Carmel Academy Charter School.

**XV. EVALUATION CRITERIA:**

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

1. A detailed plan with how the scope of services/work will be accomplished to include time and personnel resources, and schedule of activities. **(Max 25 points)**
2. The ability, capacity, flexibility, financial stability and skill of the Offeror to perform the contract. **(Max 25 points)**
3. Record of past performances as it relates to the scope of services required under this solicitation. **(Max 25 points)**
4. The professional qualifications of personnel or the individuals who would perform or provide the required services. Qualifications refers to the education and technical/or professional training with reference particularly to the services required under this solicitation. **(Max 25 points)**

**XVI. FEE PROPOSALS:**

Offerors **shall not** submit any cost or pricing data with their proposal. Fee proposal will be solicited by the Mount Carmel Academy Charter School upon selection of the highest ranked proposal and be submitted at a time and in a format as determined by the Mount Carmel Academy Charter School.

**XVII. REQUIRED FORMS:**

Offerors must submit all forms required in this solicitation. Failure to submit any of the required forms may result in disqualification and rejection of the Offeror's proposal. The following required forms to accompany the Offeror's proposals are included and made part of this RFP:

1. Special Reminder to Prospective Offerors: This form is the checklist of the required forms to be submitted accompanying the proposals. By completion and submittal of this form, the offeror acknowledges and understand its intent and implications. Offerors are held responsible for ensuring that all documents required in this RFP, which may not appear on the checklist, are submitted with their proposal.
2. Affidavit Disclosing Ownership and Commissions: Guam Law requires that any partnership, sole proprietorship, or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more

than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship, or corporation at any time during the twelve (12) month period immediately preceding submission of the Proposal.

The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to the work described in this RFP for the Offeror and shall contain the amounts of such commission, gratuity, or other compensation. The affidavit shall be opened and available to the public for inspection and copying.

3. *Affidavit re Non-Collusion:* The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham bid or to refrain from making an offer. The Offeror has not colluded with any other person, firm or corporation regarding any offer submitted. 2 GAR, Division 4 §3126 (b)
4. *Affidavit re No Gratuities or Kickbacks:* The Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2GAR, Div. 4 §11107, 5GCA §5631 (a) and 2 GAR, Div. 4 §11108 of the Guam Procurement Regulations.
5. *Affidavit re Ethical Standards:* The Offeror represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. 2GAR Div. 4 §11103 (b)
6. *Declaration re Compliance with U.S. DOL Wage Determination:* The Offeror with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors. The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Offeror shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801. In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802.

7. Affidavit re Contingent Fees: The Offeror represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. 2 GAR Div. 4 § 11108 (f)

1. Affidavit Disclosing Ownership and Commissions, **AG-Form 2**
2. Affidavit re Non-Collusion, **AG-Form 3**
3. Affidavit re No Gratuities or Kickbacks, **AG-Form 4**
4. Affidavit re Ethical Standards, **AG-Form 5**
5. Declaration re Compliance with U.S. DOL Wage Determination, **AG-Form 6**
6. Affidavit re Contingent Fees, **AG-Form 7**

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

## **GENERAL TERMS AND CONDITIONS**

### **1. AUTHORITY:**

This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124) and the Guam Procurement Regulations.

The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

### **2. EXPLANATION TO OFFERORS:**

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

### **3. METHOD OF AWARD:**

The Mount Carmel Academy Charter School reserves the right to waive any minor informality or irregularity in proposals received. The Mount Carmel Academy Charter School shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of the Mount Carmel Academy Charter School to award contracts to selected Offerors duly authorized and licensed to conduct business in Guam.

### **4. REJECTION:**

The Mount Carmel Academy Charter School shall have the prerogative to reject proposals in whole or in part for if a determination is made that such action is in the best interest of the Mount Carmel Academy Charter School.

### **5. TAXES:**

Offerors are cautioned that they are subject to Guam Income Taxes as well as other taxes on Guam transactions. Specific information on taxes may be obtained from the Department of Revenue and Taxation.

### **6. LICENSING:**

Offerors are cautioned that Mount Carmel Academy Charter School will not consider for award any offer submitted by a proposer who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Department of Revenue and Taxation.

**7. COVENANT AGAINST CONTINGENT FEES:**

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

**8. JUSTIFICATION OF DELAY:**

The Offeror who is awarded the proposal guarantees that the service will be completed within the agreed upon completion date. If, however, the Offeror cannot comply with the completion requirement, it is the Offeror's responsibility to advise the Mount Carmel Academy Charter School in writing explaining the cause and reason of the delay.

**9. EQUAL EMPLOYMENT OPPORTUNITY:**

In compliance with the 14<sup>th</sup> Amendment to the Constitution, Section 5 (Bill of Rights) and 9(a) (Merit System), and federal laws; Title VI and VII of the Civil Rights Act.; the Civil Rights Act of 1991; Title I of the American Disabilities Act; the Equal Pay Act; the Age Discrimination in Employment Act; Section 504 of the Vocational Rehabilitation Act; Title IX of the Education Amendments of 1972; other pertinent federal laws and Guam laws; Title 4 of the Guam Code Annotated; Title 17, Chapter 2 of the Guam Code Annotated; Public law 14-28, Section 5; Public Law 15-17; Public Law 28-68; Public law 28-112 and other pertinent laws, it is the intent of the Government of Guam, hereinafter the Government:

- A. To provide equal employment opportunity for all applicants and employees to compete and be considered for jobs on the basis of merit and ability to perform, and to prohibit discrimination in any aspect, term, condition or privilege of employment on the basis of race, religion, color, sex, including sexual harassment and orientation, national origin, age, physical or mental disability, marital status, or political affiliation and retaliation. \*Such discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration is prohibited.

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- *Except where specific factors legally constitute a bona fide occupational qualification or in the case of specifically funded programs to facilitate employment of disadvantaged persons, but only with the prior approval of the Equal Opportunity Administrator.*

- B. To carry out all government programs and activities in compliance with applicable



Federal and Territorial laws and in such a manner that no person shall, on a basis of race, religion, color, sex, including sexual harassment and orientation, national origin, age, physical or mental disability, marital status, or political affiliation and retaliation be excluded from participation in, be denied the benefits of, or be subjected to discrimination with respect to any program or activities.

**10. ASSIGNMENT:**

Assignment will not be accepted without prior approval from Mount Carmel Academy Charter School. Request for approval of assignment must be made with submission of proposal. No assignment will be accepted if request is not made with the proposal.

**11. DETERMINATION OF RESPONSIBILITY OF PROPOSER:**

The Mount Carmel Academy Charter School reserves the right for securing from Offerors information necessary to determine whether or not they are responsible and to determine the responsibility in accordance with Title 2 Section 3116(2) of the Guam Procurement Regulations.

**SPECIAL GENERAL PROVISIONS**

**1. PROPOSALS:**

The Offeror is required to read each and every page of the RFP document and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out and signed in ink or typewritten. Erasures or omissions or other changes in a proposal must be explained or noted over by the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the Proposal, or irregularities of any kind shall be rejected by Mount Carmel Academy Charter School as being incomplete.

**2. GENERAL INTENTION:**

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these Special General Provisions and General Terms and Conditions for the Offeror to provide Mount Carmel Academy Charter School with specified services.

**3. AUTHORIZED REPRESENTATIVE AND CONTACT FOR CONTRACT ADMINISTRATION:**

All proposals submitted in response to this RFP shall be signed by an individual authorized to bind the Offeror to all statements, information and the services contained in the proposal. The Offeror is required to include in the proposal a written authorization designating a representative for the purpose of negotiating and executing a contract pursuant to this RFP and allowing such representative to negotiate on behalf of the Offeror. The authorization shall include:

- a. Name of Authorized Person
- b. Title of the Authorized Person
- c. Contact Numbers: Office, Fax, Mobile Phone
- d. E-mail address, if any.

**4. DISCUSSIONS:**

The Mount Carmel Academy Charter School may conduct discussions with all qualified Offerors who are prepared to discuss their proposals for the purpose of clarifying questions regarding the Proposal content and to afford Offerors an opportunity to further explain or clarify Proposal details. All qualified Offerors will be provided full and equal treatment with respect to any opportunity for discussion. During discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Offerors will be afforded an opportunity to clarify and revise their proposals prior to the conclusion of discussions and prior to final ranking by the Evaluation committee. There will be no official call for best and final proposals. The submission of revisions pursuant to discussions will be optional and at the sole discretion of individual Offerors. All discussions with the Offeror will be recorded and preserved for the procurement record.

**5. PAYMENT:**

Payment shall be made using a method mutually agreed upon by the Mount Carmel Academy Charter School and the successful Offeror.

**6. RECEIPT AND HANDLING OF PROPOSALS:**

Envelopes containing proposals shall be sealed and marked on the outside with the name and address of the Offeror, the description of the services being solicited and the time and date of submission. Telegraphic proposals will not be considered, nor will modification by telegraph of proposals already submitted not be considered. Proposals shall be mailed or hand carried so as to be received on or before the submission deadline as indicated in the RFP document. All Proposals received, hand delivered or through the mail, after the established submission date and time will not be accepted and shall be deemed "late proposals".

Proposals and modifications shall not be opened nor disclosed to unauthorized person but shall be opened in the presence of two or more procurement officials or designees of the Mount Carmel Academy Charter School. A Register shall be established which shall include all proposals, the name of each Offeror, the number of modification(s) received, if any and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of Offerors who are not awarded the contract shall not be opened to public inspection.

**7. WITHDRAWAL OF PROPOSALS:**

Proposals may be withdrawn by written or facsimile notice received by Mount Carmel Academy Charter School at any time prior to the conclusion of any discussion that may take place between Mount Carmel Academy Charter School and one or more Offeror. Proposals may be withdrawn in person by an Offeror's authorized representative upon verification of the representative's authority and execution of a receipt for the Offeror's returned proposal.

Negligence on the part of the proposer, in preparing the proposal, grants no right for the withdrawal of the proposal, after it has been opened. All items submitted in response to the RFP become the property of the Mount Carmel Academy Charter School and none will be returned.

**8. LATE PROPOSALS:**

Late proposals will **NOT** be accepted.

**9. LIABILITY FOR COST TO THE PROPOSAL:**

The Mount Carmel Academy Charter School is not liable for any cost incurred by the Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives any claim against the Mount Carmel Academy Charter School for any expenses incurred in proposal preparation. Submitted proposals become the property of the Mount Carmel Academy Charter School and will be a part of the official procurement record. Offeror's request for the return of specific proprietary material may be considered by the Mount Carmel Academy Charter School.

**10. RIGHT TO AMEND, CANCEL OR REISSUE:**

The Mount Carmel Academy Charter School reserves the right to amend, supplement or cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response, or reissue the RFP, when this action serves the best interest of the Mount Carmel Academy Charter School.

**11. CONTRACT PROVISIONS:**

The Mount Carmel Academy Charter School reserves the right to include any part of the Offeror's Proposal in the final agreement or contract. The Offeror's Proposal may be subject to additional conditions and terms as may be imposed by the Mount Carmel Academy Charter School during contract negotiations.

All Offerors warrant that they have not employed any person to solicit or secure any resolution contract based upon a promise for a commission, percentage, brokerage or contingent fee. Breach of such warranty shall be grounds for the Mount Carmel Academy Charter School the right to terminate clarifying discussion or pre contract negotiations or immediately terminate any contract that has been executed pursuant to this RFP.

The Mount Carmel Academy Charter School will conduct negotiations with the best qualified Offeror. If the best qualified Offeror and the Mount Carmel Academy Charter School are unable to agree on the terms and conditions of a contract, then the Mount Carmel Academy Charter School may, at its sole and absolute discretion, terminate negotiations. In such instance, the Mount Carmel Academy Charter School will have the right to initiate negotiations with the next highest ranked Offeror.

By submitting a proposal, the Offeror specifically understands and agrees that it has a duty to explain and clarify any and all conditions imposed on or included in its responses and questions in this RFP. The Offeror further understands that it has an affirmative duty to inquire about and clarify any section of the RFP that the Offeror does not understand or that the Offeror believes may be susceptible to more than one interpretation.

**12. SPECIAL PERMITS AND LICENSES:**

The Offeror shall, at his/her own expense, procure all permits, certificates and license and shall give all notices and necessary reports required by law for the execution of the work.

**13. LAWS TO BE OBSERVED:**

The offeror accepts sole responsibility for compliance with any/all applicable federal and local laws, codes, ordinances, and regulations which in any affect those engaged or employed in the work, or the material or equipment used in or upon the site, contemplated by this RFP. No place of misunderstanding or ignorance on the part of the Offeror of applicable laws, codes, ordinances, or regulations will in any way serve to modify any contract executed pursuant to this RFP.

**14. STATUS OF OFFEROR:**

Offeror and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for Mount Carmel Academy Charter School and are not employees of Mount Carmel Academy Charter School. Offeror agrees that Offeror and its employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of the Mount Carmel Academy Charter School 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 any contract pursuant to this RFP or any action taken pursuant to this RFP shall be deemed or construed in any manner or for any purpose to evidence or establish as between Offeror and the Mount Carmel Academy Charter School a relationship of partnership, agency, association, joint, venture or representative, not 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 the Mount Carmel Academy Charter School for the Offeror.

**15. INSURANCE:**

The successful Offeror shall procure and maintain at their own expense all necessary comprehensive insurance for their employees including but not limited to Worker's Compensation and General Liability Insurance required by the Mount Carmel Academy Charter School.

**16. OWNERS RIGHT TO REJECT PROPOSAL:**

The Mount Carmel Academy Charter School may make such investigation as deem necessary to determine the ability of the Offeror to perform the work and the Proposer/Offeror shall furnish to the Mount Carmel Academy Charter School all such information and data for this purpose as the Mount Carmel Academy Charter School may request. The Mount Carmel Academy Charter School reserves the right to reject Offeror if the evidence submitted by, or investigation of such Offeror fails to satisfy the Mount Carmel Academy Charter School that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

Conditional proposals will not be accepted.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be waived by the Mount Carmel Academy Charter School whenever it is deemed in the best interest of the Mount Carmel Academy Charter School.

**17. CONFIDENTIAL OR PROPRIETARY INFORMATION:**

Proposals of Offerors who are not awarded the contract shall not be opened to public inspection but will be part of the official procurement record. After award, the proposal of the Offeror receiving a contract will become available for public inspection. If the Offeror selected for award has requested in writing the non-disclosure of trade secrets or other proprietary data so identified, the Mount Carmel Academy Charter School shall examine the designated information to determine whether such information shall become proprietary. If the Mount Carmel Academy Charter School and the Offeror are unable to agree as to the disclosure of certain portions of the Offeror's proposal, the Mount Carmel Academy Charter School shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal or protests under 5GCA Article 9 (Legal and Contractual Remedies) of the Procurement Act, the information may be so disclosed. [Refer to Title 2, Guam Administrative Regulations, Division 4, Section 3114(h)(2)]

**18. ETHICAL STANDARD:**

The Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Guam's Procurement Code or Regulations pertaining to ethics in public contracting. Offeror represents that it will comply with ethical obligations under Guam Procurement Law. See 5GCA Sections 5601-5677.

**19. PROHIBITION AGAINST GRATUITIES AND KICKBACKS:**

The respondents represent that it has not violated, is not violating, and promises that it will not violate the prohibition against any kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation of proposal therefore. Further, it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or order.

**20. APPLICABILITY OF GUAM PROCUREMENT LAW:**

If any part of this RFP is contrary to the Guam Procurement Law or contains ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.

**\*\*\* END OF GENERAL TERMS AND CONDITIONS AND SPECIAL GENERAL PROVISIONS \*\*\***

# **ATTACHMENT NO. 1**

## **SCOPE OF SERVICES**



## **DESCRIPTION OF THE SCOPE OF SERVICES REQUIRED:**

The Mount Carmel Academy Charter School requires the services of a qualified firm/individual to provide medical and dental plans for employees and members of Mount Carmel Academy Charter School. There are approximately 36 employees and anticipates additional 5 personnel by school year end. The aim of this scope is to ensure comprehensive medical and dental coverage for all eligible individuals associated with Mount Carmel Academy Charter School.

### **Objective:**

1. To provide accessible and quality medical, vision and dental care to employees and members of Mount Carmel Academy Charter School.
2. To ensure that all eligible individuals have access to a wide range of medical, vision and dental services.
3. To promote the health and well-being of employees and members through comprehensive coverage and preventative care.
4. To manage and administer the medical, vision and dental plan effectively and efficiently.

### **Medical Plan Services:**

1. Coverage Details:
  - a. In-network and out-of-network coverage for medical services.
  - b. Primary care physician selection and referrals.
  - c. Specialists' consultations and services
  - d. Prescription drug coverage
  - e. Emergency care services
  - f. Hospitalization and surgical procedures coverage
  - g. Preventative care services
  - h. Mental health and behavioral health services
  - i. Maternity care and childbirth coverage
  - j. Chronic disease management program
  - k. Vision Eye Care plan
2. Administration:
  - a. Enrollment and eligibility management
  - b. Claims processing and adjudication
  - c. Customer Service and support
  - d. Provider network management
  - e. Utilization review and management
3. Dental Plan Services
  - a. In-network and out-of-network coverage for dental services
  - b. Preventative dental care (cleanings, exams, x-rays)
  - c. Basic dental services (crowns, bridges, dentures)
  - d. Orthodontic coverage
  - e. Emergency dental care services

The Scope of Services is designed to guide the provision and administration of medical and dental plans for the employees and members of Mount Carmel Academy Charter School. It outlines the key services objectives, and responsibilities related to ensuring a comprehensive healthcare coverage for all eligible individual(s) associated with Mount Carmel Academy Charter School.

**ATTACHMENT NO. 2  
SAMPLE AGREEMENT**

**AGREEMENT  
BETWEEN  
MOUNT CARMEL ACADEMY CHARTER SCHOOL  
AND  
(OFFEROR)**

**THIS AGREEMENT** is entered into by and between (Offeror) a Guam corporation, whose address is (Address), (hereinafter referred to as the "Service Provider" or Name of Offeror), and the Mount Carmel Academy Charter School, a non-profit association organized under the laws by Government of Guam, whose address is 32A Calle Delos Marteres Agat Guam 96915.

**WHEREAS**, Mount Carmel Academy Charter School issued a Request for Proposal ("RFP") RFP No. 001-024 for an offeror to provide a **Group Medical and Dental Insurance Plan** for the Mount Carmel Academy Charter School; and

**WHEREAS**, the Offeror responded to the RFP through submitting a proposal (Group Medical and Dental Insurance Plan) to provide services in accordance with the RFP, (**Offeror**) was selected as the highest most qualified Offeror; and

**WHEREAS**, in submitting the Proposal, Offeror 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**, Mount Carmel Academy Charter School desires to retain (**Offeror**) as an independent contractor on the terms and conditions set forth in this Agreement and Offeror has agreed to accept such retainer;

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

**I. Statement of Work to be Performed.**

A. Scope of Work. The Offeror shall furnish a Group Medical and Dental Insurance Plan consistent, pursuant to and in accordance with the Scope of Services as identified in Attachment No.1 of the RFP. A copy of the RFP, Offeror's Proposal and Negotiated Rates and Fees are attached and incorporated herein and made part of this Agreement. Offeror recognizes that failure to perform all services required under this Agreement constitute a material breach of this Agreement.

B. Offeror Provisions of Resources. Offeror agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the legal services and work provided for in this Agreement. Offeror 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 offeror engaged in the same and similar field as Offeror herein. The Offeror shall ensure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. Mount Carmel Academy Charter School acknowledges and agrees that

Offeror 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 the Mount Carmel Academy Charter School discovers or determines that the Offeror is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Offeror must immediately cease performing those third party services upon being provided written notice by the Mount Carmel Academy Charter School and the Mount Carmel Academy Charter may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Offeror may perform the services under this Agreement at any suitable location as approved by the Mount Carmel Academy Charter School.

## II. Term of Agreement.

A. The successful Offeror shall commence work upon execution of a fully executed contract.

B. The term of this contract is for a period of one (1) year. If no funds are appropriated and/or budgeted, the contract may be terminated upon giving a minimum thirty (30) day written notice.

C. All materials resulting from this contract shall be the sole ownership of the Mount Carmel Academy Charter School.

## III. Compensation.

A. Compensation. In consideration for the services performed under this Agreement, Mount Carmel Academy Charter School shall pay Offeror based on fees agreed upon during the cost negotiations.

B. Payment Terms. Payment shall be made upon the Payment Terms set forth in the RFP and based on deliverables. Payment shall only become due upon the receipt and certification by the Mount Carmel Academy Charter School of documents and reports described in the RFP and upon satisfactory performance by Offeror of the services in compliance with the terms of this Agreement, and shall be payable within thirty (30) days. Upon written notification by the Mount Carmel Academy Charter School of unsatisfactory performance by Offeror, Offeror shall immediately remedy its performance. Failure to remedy said unsatisfactory performance may result in the Mount Carmel Academy Charter School taking action in accordance with Section IV of this Agreement.

C. Expenses. Offeror shall be responsible for all expenses incurred in the performance stipulated under this Agreement.

D. No Compensation Prior to Approval of Agreement. Mount Carmel Academy Charter School shall not be liable to Offeror for any services performed by Offeror prior to full execution of this Agreement by all parties, and all Offeror expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

E. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Offeror under this Agreement. Prior to the final payment due Offeror, and as a condition precedent thereto, Offeror shall execute and deliver to the Mount Carmel Academy Charter School a release in form approved by the Mount Carmel Academy Charter School of claims against the Mount Carmel Academy Charter School arising under this Agreement. Offeror 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.*

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

#### IV. Early Termination.

A. By Mount Carmel Academy Charter School. The Mount Carmel Academy Charter School reserves the right to cancel or terminate this Agreement prior to its completion:

(i) Termination without Cause: The Mount Carmel Academy Charter School may terminate this Agreement, without cause, upon the delivery of written notice to the Offeror at least thirty (30) days prior to the intended date of termination;

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

(iii) Termination for Cause/Default: Mount Carmel Academy Charter School shall notify Offeror in writing of deficiencies or default in the performance of its duties under this Agreement. The Offeror shall have ten (10) days, which period may be extended by Mount Carmel Academy Charter School (said extension not to be unreasonably denied), to correct the deficiency or cure the default or to request, in writing, a hearing from Mount Carmel Academy Charter School. Mount Carmel Academy Charter School shall hear and act upon same within thirty (30) days from receipt of said request and shall notify the Offeror of said action. The action by Mount Carmel Academy Charter School shall be either to confirm, in whole or in part, the specified deficiencies or default, or find that there are no deficiencies or default, or such action as deemed necessary in the judgment of Mount Carmel Academy Charter School. Failure of Offeror to remedy said specified default in notice by the Mount Carmel Academy Charter School within ten (10) days of receipt of such notice of such action, or such time reasonably necessary to correct the deficiency and/or cure the default, shall result in the termination of this Agreement, and Mount Carmel Academy Charter School may be relieved of any and all responsibilities and liabilities under the terms and provisions of this Agreement.

(iv) Effects and Responsibilities of Parties for Early Termination by Mount Carmel Academy Charter School: In the event of an Early Termination without cause or for the best interests of Guam under paragraphs (i) and (ii) of this section, the Offeror agrees to use all reasonable efforts to mitigate expenses and obligations hereunder with respect to such event. Following an Early Termination under paragraphs (i) and (ii) by Mount Carmel Academy Charter School, the Mount Carmel Academy Charter School shall pay the Offeror for all satisfactory services rendered up to that point. In the event of an Early Termination by reason of an event described in clause (iii), above, the Mount Carmel Academy Charter School shall not reimburse Offeror for services performed. The Mount Carmel Academy Charter School reserves all rights at law and equity in the event of an early termination, including arising out of a default or for other causes.

B. By Offeror. Termination for Cause: Offeror shall notify Mount Carmel Academy Charter School in writing of deficiencies or default in the performance of Mount Carmel Academy Charter School's duties under this Agreement. Mount Carmel Academy Charter School shall have twenty (20) days to correct

the deficiency or cure the default, which period may be extended by Offeror (said extension not to be unreasonably denied). Upon Offeror's termination of this Agreement for cause, the Offeror shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and Mount Carmel Academy Charter School shall have no obligations to Offeror. The Offeror 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. Mount Carmel Academy Charter School may terminate or modify this Agreement based upon lack of funding. In such an event, Mount Carmel Academy Charter School shall promptly provide notice to Offeror 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 Mount Carmel Academy Charter School, the Offeror shall take timely, reasonable and necessary action to protect and preserve the property in the possession of Offeror in which Mount Carmel Academy Charter School has an interest.

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that Mount Carmel Academy Charter School 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 defenses 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 Offeror 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 responsive to the questions and direction of Mount Carmel Academy Charter School. The contact person must be identified in writing within five (5) days after full execution of this Agreement by all parties. Mount Carmel Academy Charter School reserves the right to request replacement of the contact person designated by the Offeror under this Agreement.

#### VI. Confidentiality.

A. Information. The Offeror hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, recorded magnetic 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 Offeror to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

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

The Offeror shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of Mount Carmel Academy Charter School, and then only if the Offeror 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 Offeror 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 Offeror to liability, including all damages and injunctive relief.

#### **VII. Conflicts of Interests/Ethics**

A. The Offeror 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 Offeror is a material breach of this Agreement and shall entitle Mount Carmel Academy Charter School to immediately terminate this Agreement. Offeror agrees that in the event of a breach or violation of this Section, Mount Carmel Academy Charter School shall have the right to terminate this or any other Agreement with the Offeror without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Offeror 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 Mount Carmel Academy Charter School.

D. Representation Regarding Ethical Standards. The Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Guam's Procurement Act and in Guam Procurement Regulations pertaining to ethics in public contracting. Offeror represents that it will comply with ethical obligations under Guam Procurement Law.

#### **VIII. Prohibition Against Gratuities and Kickbacks.**

A. Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.



B. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontractor or order.

**IX. Covenant Against Contingent Fees.** The Offeror warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Offeror, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Offeror, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, Mount Carmel Academy Charter School shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the contract price of consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**X. 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.

**XI. Severability.**

If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

**XII. Survival of Warranties.**

All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

**XIII. Fees and Expenses.**

Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

**XIV. Notices.**

All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be affected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO: Mount Carmel Academy Charter School  
32A Calle Delos Materes  
Agat, Guam 96915  
Attn: Michael F. Phillips, Chief Executive Officer

TO OFFEROR: (OFFEROR'S NAME)

Attn:

**XV. Assignment/Subcontractors.**

It is expressly acknowledged that Offeror is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Offeror utilizes one or more subcontractors for such purpose. The right and interest of Offeror under this Agreement (including, but not limited to, Offeror's right to or interest in any part or all of payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of Mount Carmel Academy Charter School. In the event of a permissive subcontract or assignment of this Agreement by Offeror, Offeror agrees that any subcontractors retained by Offeror or assignees shall be subject to all provisions of this Agreement.

**XVI. 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.

**XVII. Scope of Agreement.**

This Agreement, RFP, Proposal, and Cost 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 Offeror and Mount Carmel Academy Charter School 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.

In the event of a contradiction between the provisions of any of the documents collectively comprising this Agreement, Request for Proposal, RFP No.-001-024, Group Medical and Dental Insurance Plan, and the Offeror's Cost Proposal, the contradiction shall be resolved by giving precedence in the following order: first, to the provisions of the Agreement (as it may be amended from time to time); second, to the provisions of the RFP (as it may be amended from time to time); and, third, to the provisions of the Proposal and Cost Proposal (as they may be clarified or amended from time to time).

**XVIII. 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.

**XIX. Counterparts.**

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

**XX. 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.

**XXI. Compliance with Laws.**

A. In General. The Offeror shall comply with all U.S. and Guam Laws, Statutes, Regulations and Ordinances applicable to this Agreement. The Offeror 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 Offeror 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 persons with disabilities; (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.

**XXII. Disputes.**

A. All controversies between the territory and the Offeror which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by Mount Carmel Academy Charter School in writing, within sixty (60) days after written request by the Offeror for a final decision concerning the controversy; provided, however, that if Mount Carmel Academy Charter School does not issue a written decision, within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Offeror may proceed as if an adverse decision had been received.

B. Mount Carmel Academy Charter School shall immediately furnish a copy of the decision to the Offeror, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

C. Any such decision shall be final and conclusive, unless fraudulent, or the Offeror brings an action appealing the decision to the Office of Public Accountancy.

D. This subsection applies to appeals of Mount Carmel Academy Charter School's decision to Offeror. For money owed by or to Mount Carmel Academy Charter School under this agreement, Offeror shall appeal the decision in accordance with the Government of Guam Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen (18) months after the decision is rendered by Mount Carmel Academy Charter School or from the date when a decision should have been rendered. For all other claims by or against Mount Carmel Academy Charter School arising under this agreement, the Office of the Public Accountability has jurisdiction over the appeal from the decision of Mount Carmel Academy Charter School. Appeals to the Office of the Public Accountability must be made within sixty (60) days of Mount Carmel Academy Charter School's decision or from the date the decision should have been made.

**XXIII. Retention and Access to Records and Other Review.**

The Offeror, 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 Mount Carmel Academy Charter School. Mount Carmel Academy Charter School agrees to comply with reasonable requests of Offeror to provide access to all documents and Mount Carmel Academy Charter School's property reasonably necessary to the performance of Offeror's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

**XXIV. Liability.**

A. Indemnification. Offeror shall indemnify and hold harmless Mount Carmel Academy Charter School 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 of the Offeror or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance under this Agreement.

B. Mount Carmel Academy Charter School is not Liable. Mount Carmel Academy Charter School assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Offeror and/or the Offeror'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 Mount Carmel Academy Charter School. In addition, no Board member, officer, agent, or employee of Mount Carmel Academy Charter School shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, Mount Carmel Academy Charter School assumes no liability for any accident or injury that may occur to Offeror's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

**XXV. Delays, Extensions and Suspensions.**

Mount Carmel Academy Charter School unilaterally may order the Offeror 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 Mount Carmel Academy Charter School. The Offeror agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or suspension. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Offeror's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Offeror, 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.

**XXVI. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions.**

Mount Carmel Academy Charter School shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Offeror. Mount Carmel Academy Charter School shall have the power to make changes in the Agreement as a result of changes in law and to impose new rules and regulations on the Offeror 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. Mount Carmel Academy Charter School shall give the Offeror notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Offeror. In the event of any future change in federal or Guam laws, Mount Carmel Academy Charter School materially alters the obligations of the Offeror, or the benefits to Mount Carmel Academy Charter School, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations for the Offeror, then the Offeror or Mount Carmel Academy Charter School shall be entitled to an adjustment in the rates and charges established under the Agreement. Offeror 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. Mount Carmel Academy Charter School and the Offeror 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 change in law. When such modifications are made to the Agreement, Mount Carmel Academy Charter School and the Offeror shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Offeror directly and demonstrably due to any modification in the Agreement under this clause.

**XXVII. Independent Offeror and its Employees.**

A. Status of Offeror. The Offeror and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for Mount Carmel Academy Charter School, and are not employees of either Mount Carmel Academy Charter School or the Government of Guam. The Offeror 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. Offeror agrees that Offeror and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of Mount Carmel Academy Charter School 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 Offeror and Mount Carmel Academy Charter School 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 Mount Carmel Academy Charter School for the Offeror.

B. Liability. The Offeror 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. Offeror 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 Offeror and Offeror's employees or agents under this Agreement, or the compensation paid to Offeror for

services performed under this Agreement. Furthermore, Offeror shall maintain at the Offeror'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. Offeror agrees to hold harmless and indemnify the Mount Carmel Academy Charter School, 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 Offeror or Offeror's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Offeror's failure to comply with terms of this subparagraph B.

**XXVIII. Disclosure.**

The Offeror hereby represents that it has disclosed to Mount Carmel Academy Charter School all matters regarding Offeror which if not disclosed to Mount Carmel Academy Charter School would materially affect the Mount Carmel Academy Charter School's decision to enter into this Agreement with Offeror.

**XXIX. Employment of Persons Convicted of a Sex Offense. 9GCA Chapter 89**

Offeror warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of Mount Carmel Academy Charter School while on Mount Carmel Academy Charter School property, with the exception of public highways. If any employee of Offeror is providing services on Mount Carmel Academy Charter School property and is convicted subsequent to an award of a contract, then Offeror warrants that it will notify Mount Carmel Academy Charter School of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on Mount Carmel Academy Charter School property. If Offeror is found to be in violation of any of the provisions of this paragraph, then Offeror shall take corrective action within twenty-four (24) hours of the notice from Mount Carmel Academy Charter School, then Mount Carmel Academy Charter School in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

**XXX. Minimum Wages as Determined by U.S. Department of Labor.**

Offeror agrees to comply with Title 5, Guam Code Annotated, Sections 5801 and 5802. In the event Offeror employs persons whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the Offeror shall pay such employees, at a minimum, in accordance with the U.S. Department of Labor Wage Determination for Guam and the Northern Mariana Islands in effect on the date of this contract. In the event that this contract is renewed by the government of Guam and the Offeror, at the time of renewal, Offeror shall pay such employees in accordance with the Wage Determination for Guam and the Northern Mariana Islands promulgated on a date most recent to the renewal date.

Offeror agrees to provide employees whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam those mandated health and similar benefits having minimal value as detailed in the U.S. Department of Labor Wage Determination for Guam and the Northern Mariana Islands, and guarantee such employees a minimum of ten (10) paid holidays per annum per employee.

**XXXI. 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 Mount Carmel Academy Charter School, regardless of whether Offeror is in possession of such Work Product, and may be used by Mount Carmel Academy Charter School without permission from Offeror and without any additional costs to Mount Carmel Academy Charter School.

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 Mount Carmel Academy Charter School. Offeror explicitly acknowledges that Mount Carmel Academy Charter School possesses exclusive rights to the Work Product arising out of this Agreement. Offeror shall not use or permit others to use in any way or form the Work Product without the express written consent of Mount Carmel Academy Charter School.

**XXXII. Disqualification.**

Offeror agrees and acknowledges that it will be disqualified from participating in procurement opportunities relating to this service as it has developed or participated in the development of specifications that will be used in the construction and/or implementation of these specifications.

**XXXIII. Attachments, Exhibits, Schedules, and Entire Agreement.**

The Agreement, including its Attachments, Exhibits and Schedules, constitute 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.

**XXXIV. 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.

**XXXV. 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.

**XXXVI. Amendments/Modifications.**

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

**\*\*\* SIGNATURES APPEAR ON NEXT PAGE \*\*\***



**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year appearing opposite their respective signatures.

**Offeror**

Mount Carmel Academy Charter School

\_\_\_\_\_  
**Service Provider**

\_\_\_\_\_  
Michael F. Phillips  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LEGAL COUNSEL:**

**CERTIFICATION OF AVAILABILITY  
OF FUNDS:**

\_\_\_\_\_  
**(Name & Title)**

\_\_\_\_\_  
**(Name & Title)**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **REQUIRED FORMS**

**(MUST BE SUBMITTED CONTAINING THE  
SUBMITTED PROPOSAL)**

**REQUEST FOR PROPOSALS (RFP) NO. RFP-001-024**

**PROJECT DESCRIPTION: Group Medical and Dental Insurance Plan**

**SPECIAL REMINDER TO PROSPECTIVE OFFERORS**

Proposers are reminded to read the Request for Proposal, and General Terms and Conditions attached to the RFP to ascertain that all of the following requirements checked below are submitted in the proposal envelope, **one (1) original, three (3) copies, one (1) CD or electronic file copy in PDF format**, at the date and time for it is due.

- TRANSMITTAL LETTER & STATEMENT OF QUALIFICATION (Section XI)
- AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS (AG Form 002)
- AFFIDAVIT RE NON-COLLUSION (AG Form 003)
- AFFIDAVIT RE NO GRATUITIES OR KICKBACKS (AG Form 004)
- AFFIDAVIT RE ETHICAL STANDARDS (AG Form 005)
- DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (AG Form 006)
- AFFIDAVIT RE CONTINGENT FEES (AG Form 007)
- OTHER REQUIREMENTS:

This reminder must be signed and returned in the PROPOSAL envelope together with the proposal. **FAILURE TO COMPLY WITH THE ABOVE WILL MEAN A DISQUALIFICATION AND REJECTION OF THE PROPOSAL.**

On this \_\_\_ day of \_\_\_\_\_ 20\_\_\_. I, \_\_\_\_\_, authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective offerors for the above referenced RFP and hereby attest that I have read and understand its intent and implications.

\_\_\_\_\_  
Signature of Authorized Representative

**THIS REMINDER FORM MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.**





## Special Provisions

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

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty 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 on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires, \_\_\_\_\_, \_\_\_\_\_.

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

Procurement No: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_ hereby certifies under penalty of perjury:

- (1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

Daniel W. Simms  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-5693  
Revision No.: 20  
Date Of Last Revision: 12/26/2023

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

|If the contract is entered into on or  
|after January 30, 2022, or the  
|contract is renewed or extended (e.g.,  
|an option is exercised) on or after  
|January 30, 2022:  
|  
|  
|

|Executive Order 14026 generally applies to  
|the contract.  
|The contractor must pay all covered workers  
|at least \$17.20 per hour (or the applicable  
|wage rate listed on this wage determination,  
|if it is higher) for all hours spent  
|performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Guam, Northern Marianas, Wake Island  
Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.75***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.62***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***



01120 - Housing Referral Assistant	19.39
01141 - Messenger Courier	11.37***
01191 - Order Clerk I	12.57***
01192 - Order Clerk II	13.71***
01261 - Personnel Assistant (Employment) I	15.95***
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.01***
01532 - Travel Clerk II	14.12***
01533 - Travel Clerk III	15.09***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.20
05010 - Automotive Electrician	16.16***
05040 - Automotive Glass Installer	15.11***
05070 - Automotive Worker	15.11***
05110 - Mobile Equipment Servicer	12.96***
05130 - Motor Equipment Metal Mechanic	17.20
05160 - Motor Equipment Metal Worker	15.11***
05190 - Motor Vehicle Mechanic	17.20
05220 - Motor Vehicle Mechanic Helper	11.87***
05250 - Motor Vehicle Upholstery Worker	14.06***
05280 - Motor Vehicle Wrecker	15.11***
05310 - Painter, Automotive	16.16***
05340 - Radiator Repair Specialist	15.11***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.10***
07041 - Cook I	14.44***
07042 - Cook II	16.84***
07070 - Dishwasher	9.69***
07130 - Food Service Worker	10.11***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.73***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.75
09040 - Furniture Handler	11.37***
09080 - Furniture Refinisher	18.75
09090 - Furniture Refinisher Helper	13.77***
09110 - Furniture Repairer, Minor	16.32***
09130 - Upholsterer	18.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69***
11060 - Elevator Operator	9.69***

11090 - Gardener	14.28***
11122 - Housekeeping Aide	10.13***
11150 - Janitor	10.13***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.67***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	11.32***
12000 - Health Occupations	
12010 - Ambulance Driver	18.96
12011 - Breath Alcohol Technician	18.96
12012 - Certified Occupational Therapist Assistant	26.02
12015 - Certified Physical Therapist Assistant	26.02
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	28.73
12035 - Electroneurodiagnostic Technologist	28.73
12040 - Emergency Medical Technician	18.96
12071 - Licensed Practical Nurse I	16.95***
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.14
12100 - Medical Assistant	13.42***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.95***
12210 - Nuclear Medicine Technologist	41.68
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.97***
12223 - Nursing Assistant III	15.24***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	18.96
12236 - Optical Technician	16.95***
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	16.95***
12305 - Radiologic Technologist	28.73
12311 - Registered Nurse I	23.50
12312 - Registered Nurse II	28.73
12313 - Registered Nurse II, Specialist	28.73
12314 - Registered Nurse III	34.76
12315 - Registered Nurse III, Anesthetist	34.76
12316 - Registered Nurse IV	41.68
12317 - Scheduler (Drug and Alcohol Testing)	23.50
12320 - Substance Abuse Treatment Counselor	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11

13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73***
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71***
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	29.40
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.83***
16030 - Counter Attendant	10.83***
16040 - Dry Cleaner	12.36***
16070 - Finisher, Flatwork, Machine	10.83***
16090 - Presser, Hand	10.83***
16110 - Presser, Machine, Drycleaning	10.83***
16130 - Presser, Machine, Shirts	10.83***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.83***
16190 - Sewing Machine Operator	12.88***
16220 - Tailor	13.40***
16250 - Washer, Machine	11.34***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.46
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	

21020 - Forklift Operator	15.36***
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	12.57***
21071 - Order Filler	10.62***
21080 - Production Line Worker (Food Processing)	15.36***
21110 - Shipping Packer	17.12***
21130 - Shipping/Receiving Clerk	17.12***
21140 - Store Worker I	15.83***
21150 - Stock Clerk	22.26
21210 - Tools And Parts Attendant	15.36***
21410 - Warehouse Specialist	15.36***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58***
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61***
23125 - Cable Splicer	22.47
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician, Maintenance	19.37
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.61***
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61***
23370 - General Maintenance Worker	13.24***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61***
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.27
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	18.10
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	12.57***

23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist, Maintenance	20.72
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	17.04***
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker, Maintenance	19.55
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.96
23932 - Telecommunications Mechanic II	21.24
23950 - Telephone Lineman	20.62
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61***
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01***
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***

28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.92
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80
30463 - Technical Writer III	37.27
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.66
30621 - Weather Observer, Senior	(see 2) 25.19

31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	16.11***
31364 - Truckdriver, Tractor-Trailer	16.11***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	10.01***
99050 - Desk Clerk	9.71***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	24.31
99252 - Laboratory Animal Caretaker II	26.56
99260 - Marketing Analyst	21.54
99310 - Mortician	27.37
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	17.96
99830 - Survey Party Chief	23.99
99831 - Surveying Aide	13.65***
99832 - Surveying Technician	17.73
99840 - Vending Machine Attendant	24.31
99841 - Vending Machine Repairer	30.96
99842 - Vending Machine Repairer Helper	24.31

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive



ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

**Conformance Process:**

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

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF-1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



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

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

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

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

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

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

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

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

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note:

any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

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

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

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

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

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

Second Tier Owner Name \_\_\_\_\_

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

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

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

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

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

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

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

Executed on: \_\_\_\_\_ (date)

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Signature of one of the following:  
Bidder/Offeror/Prospective Contractor, if a licensed individual  
Owner of sole proprietorship Bidder/Offeror/Prospective  
Contractor  
Partner, if the Bidder/Offeror/Prospective Contractor is a  
partnership  
Officer, if the Bidder/Offeror/Prospective Contractor is a  
corporation

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Notary Public**

**My commission expires:** \_\_\_\_\_

