



**REQUEST FOR PROPOSALS**

**FOR**

**GENERAL LEGAL SERVICES**

**UNIVERSITY OF GUAM**

**Request for Proposal No. RFP P26-01**

**Deadline for Submission: Friday, January 09, 2026**  
**at 4:00 P.M. Chamorro Standard Time**

**Place:**

**University of Guam BID SHARE Folder  
Consolidated Procurement Office  
Administration Building  
Mangilao, Guam 96923**

**REQUEST FOR PROPOSAL No. UOG-RFP-P26-01**

**GENERAL LEGAL SERVICES**

Request for Proposal (RFP) packages may be obtained at University of Guam's Procurement Office, in Mangilao, Guam anytime from Monday through Friday, excluding holidays between 8:00 a.m. and 5:00 p.m. In accordance with 5 G.C.A. §5220(a), a digital copy of this solicitation shall be posted on UOG's website at <https://www.uog.edu/procurement/>. No fees shall be assessed to potential Offerors or other parties for accessing or downloading a copy of this solicitation from UOG's website. Potential Offerors who access or download a copy of this solicitation from UOG's website must register their contact information with UOG to ensure that they receive any notices regarding any changes or updates to this solicitation. In accordance with 5 G.C.A. §5220(b), UOG shall not be liable for failure to provide notice to any party who accesses or downloads a copy of this solicitation from UOG's website and who fails to register their contact information with UOG as required herein. In accordance with 5 G.C.A. §5220(c), potential Offeror's may also obtain a hard-copy of this solicitation by paying a non-refundable fee of twenty-five U.S. dollars (\$ 25.00) for each RFP packet (hard copy or CD disc). However, interested parties may review the free copy of the RFP at UOG's Procurement Office prior to purchasing the RFP. All payments shall be by cash, certified check or money order and shall be made payable to the University of Guam. Potential Offerors who pay the aforementioned fee shall have their contact information registered with UOG at the time they make the payment and receive the RFP packet. **Deadline for submission of all proposals is 4:00 p.m. Chamorro Standard Time (Guam Time), January 09, 2026.** All proposals must be submitted electronically to email address [uog.bids@triton.uog.edu](mailto:uog.bids@triton.uog.edu) and the original delivered before the deadline date and time.

The University of Guam, reserves the right to reject any or all proposals, solicit new proposals, waive minor informalities or irregularities or award the architectural and engineering services in whole or in part.

All questions regarding the proposal should be made in writing and directed to the Procurement Office via email [uog.bids@triton.uog.edu](mailto:uog.bids@triton.uog.edu).

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Dr. Anita Borja-Enriquez, DBA  
President

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## **I. INTRODUCTION**

The University of Guam ("University", "UOG") was established by Public Law 13-194, The Higher Education Act of 1976, as a non-membership, non-profit, public corporation under a Board of Regents appointed by the Governor with the advice and consent of the Guam Legislature. The University is a public, open-admissions, four-year land grant institution on the island of Guam in the Marianas Islands. It has been continuously accredited by the Western Association of Schools and Colleges (WASC). Its Approximately 3,000 students are multicultural, multilingual and 91% Asian-Pacific Islander. There are 16 master's degree programs, 25 bachelor's degree programs. Continuing education, professional development and English language training are offered. There are approximately 178 full-time faculty, 42 administrator, 367 full-time staff, and 384 part-time staff and faculty adjunct. The University is governed by a nine-member Board of Regents.

## **II. GENERAL INFORMATION**

The University requires the services of a qualified attorney who can provide legal services for the University of Guam on an as needed basis concerning matters of higher education, including but not limited to advice, consultation and/or legal representation before the courts of Guam and/or federal courts and government agencies for claims filed by or against the University. Government Agencies may include, but are not limited to, the United States Department of Education, the United States Department of Agriculture, the United States Department of Health and Human Services, the Office of Civil Rights, the United States Equal Employment Opportunity Commission.

### **NOTICE TO ALL PROPOSERS AND RESPONDENTS:**

Any Offer who is selected and involved in preparing **CONTRACT DOCUMENTS** for UOG, shall be disqualified from participating (submitting proposals or in teaming arrangements) in projects that will use such contract documents. This is because the Offer will possess insider information and will have an unfair advantage over other vendors during the respective project's procurement.

The Offeror is required to read each and every page of the Request for Proposals (RFP). Technical and cost proposals shall be submitted in separate electronic files to the Consolidated Procurement Office Share folder link provided to offerors. Refer to submittal requirements in Section V. Proposals shall be submitted to the University containing both technical and cost proposals no later than January 09, 2026, on or by 4 p.m.

The University reserves the unqualified right, in its sole and absolute discretion, to reject any and all technical proposals and cost proposals, or to accept any proposals, which in its sole and absolute judgment will, under all circumstances, best serve the University's interests.

Address for Submission:  
PROCUREMENT OFFICE  
UNIVERSITY OF GUAM  
GENERAL LEGAL SERVICES  
REQUEST FOR PROPOSAL NO. UOG RFP P26-01

### **III. RFP TIMETABLE**

Information package for interested parties available at the UOG Consolidated Procurement Office through electronic request	After 9 a.m. December 15, 2025
Deadline for receipt of proposals to the Share folder link by 4 p.m. Provided by Procurement Office on day of submission (both Technical and Cost)	January 09, 2026
Evaluation of un-priced technical proposals	TBD
Oral interviews, as needed and at UOG's discretion	as needed
Cost and contract negotiations	TBA
Selection	TBA
Award of contract and Notice to Proceed	TBA

### **IV. SCOPE OF WORK**

The University requires the services of a qualified attorney who can provide legal services for the University of Guam on an as needed basis concerning matters of higher education, including but not limited to advice, consultation and/or legal representation before the courts of Guam and/or federal courts and government agencies for claims filed by or against the University. Government Agencies may include, but are not limited to, the United States Department of Education, the United States Department of Agriculture, the United States Department of Health and Human Services, the Office of Civil Rights, the United States Equal Employment Opportunity Commission.

The University plans to utilize General Legal Services as follows:

- Coordinate and assist the University General Counsel with federal and local issues concerning matters of higher education and other related issues.
- Attend board meetings or other special meetings as requested by the President or the Board of Regents.
- Provide a written report, as requested by the President, detailing the status of assigned legal matters.
- Provide services outlined above for five (5) years.

## V. RFP SUBMITTAL REQUIREMENTS

Please prepare and submit the proposal in accordance with the following requirements.

1. *Technical and Priced/Cost Proposals:*
  - a. **Technical Proposals:** The Technical section shall consist of one (1) original un-priced written presentation addressing all the items shown in the Scope of Work (Section IV), Proposal Requirements (**Attachment H**), any supplementary information the Offeror desires to include, and the completed Offeror's Questionnaire (**See Attachment G**). The Technical Proposal should clearly state the experience and methods the Offeror will make available to the University to assure it can satisfactorily deliver the required work product. The evaluation committee will determine if the Offerors are considered to be responsible and responsive based on their written technical proposal and oral interviews, if requested.
  - b. **Priced/Cost Proposals:** Cost proposals shall be submitted at the same time as the Technical Proposal, but in a separate password protected file from the Technical Proposal. The Priced Proposal should indicate the fees that the Offeror proposes to charge for the work. This should include an annual management fee as well as costs per transaction. Every type of fee for this fund should be included in this proposal.
2. *Transmittal Letter:* The proposals shall be transmitted with a cover letter describing the Offeror's interest and commitment to the proposed project. The letter shall state that the proposals shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person to negotiate a contract with UOG shall sign the cover letter.

Address the cover letter as follows:

**Dr. Anita Borja-Enriquez, DBA**  
**President**  
**University of Guam**  
**UOG Station**  
**Mangilao, Guam 96923**

3. *Submittal of Proposals:* One (1) electronic copy of your Technical Proposal is due at the UOG Procurement Office to the SHARE folder provided and one (1) original copy delivered to procurement office no later than the time and date specified in Section III RFP Timetable. Electronic files containing the proposals should be clearly marked, **"Technical Proposal UOG RFP-P26-01"**. Proposals must be submitted electronically and one (1) original copy delivered to the procurement office. Concurrently, one copy of a priced proposal shall be submitted in a separate password protected pdf file named **"Priced Proposal UOG RFP P26-01"**. A separate email with password for the priced proposal should be sent to [uog.bids@triton.uog.edu](mailto:uog.bids@triton.uog.edu). Deadline for submission of proposal is **Friday, January 09, 2026, on or by 4:00 P.M.** to the UOG Procurement Office via the electronic SHARE folder link provided to all registered offerors.

## VI. EVALUATION AND SELECTION

1. The University of Guam will assemble a selection committee to determine whether the Offerors are considered to be responsible and responsive based on their written Technical Proposal. As such, Offerors should be very careful to complete all sections of the Technical Proposal and completely supply all requested information and materials. The selection committee can waive minor irregularities as to form, but not as to substance. Only responsible and responsive Offerors will be evaluated by the selection committee on the Technical Proposals submitted and responses to oral Interviews, if requested, and will be ranked by the selection committee based on the following 100 point criteria basis:

- a. The plan for performing the required services (40 pts)
- b. The ability to perform the services as reflected by the 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 services. (30 pts)
- c. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting. (15 pts)
- d. A record of past performance of similar work. (10 pts)
- e. Clarity & Presentation of bid submission (5 pts)

**Total**

**100 pts**

2. Discussions: The selection committee may conduct discussions with any offeror to (1) determine in greater detail such offeror's qualifications and (2) explore with the offeror the scope and nature of the required services and its proposed method of performance. Discussions shall not disclose any information derived from proposals submitted by other offerors, and the agency conducting the procurement shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the offeror awarded the contract shall be opened to public inspection except as otherwise provided in the contract.

3. The selection committee will evaluate review all proposal submissions using the evaluation factors stated herein, and select in the order of their respective qualification and evaluation ranking, no fewer than three (3) acceptable Offerors, or such lesser number if less than three (3) acceptable proposals were received in response to this solicitation, deemed to be the best qualified to provide the required services in accordance with Section 3.14.10, UOG Procurement Regulations.

## **VII. GENERAL TERMS AND CONDITIONS**

### **1. AUTHORITY**

This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act 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. GENERAL INTENTION**

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the offeror to provide University of Guam with specified services

### **3. PROPOSALS**

The offeror is required to read each and every page of the University of Guam's Request for Proposal 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

(typewritten) and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alternations or items not called for in the Proposal, or irregularities of any kind may be rejected by the University as being incomplete.

#### **4. 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 as to the meaning of the specifications should be communicated in writing to the named contact individual of the requesting agency/department 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 to the RFP, which will be forward to all prospective offerors, and its receipt by the offeror should be acknowledged on the proposal form. If you have any questions regarding this RFP, please contact:

**UOG Procurement Office**  
**Phone: 671-735-2925**  
**Fax: 671-735-3010**  
**Email: [uog.bids@triton.uog.edu](mailto:uog.bids@triton.uog.edu)**



## **5. RECEIPT AND OPENING OF PROPOSALS**

- a. Receipt of Proposals.** Proposals shall be submitted electronically and one (1) original copy delivered to procurement office no later than the time and date specified. One electronic copy of the proposal due to the UOG Procurement Office's sharefolder link no later than the time and date specified in the RFP timetable. Electronic files containing the proposal shall be clearly marked "Proposal UOG-RFP-P26-01." Concurrently, one copy of a price proposal shall be submitted in a separate password protected PDF file named "Price Proposal UOG-RFP-P26-01." UOG will notify the best qualified offeror to send an email containing the password for "Price Proposal UOG-RFP-P26-01" to [uog.bids@triton.uog.edu](mailto:uog.bids@triton.uog.edu) to begin negotiations. Deadline for submission of proposals is January 09, 2026 at 4:00 p.m., to the UOG Procurement Office via the electronic share folder link provided by procurement office. Telegraphic or electronic proposals will not be considered, nor will modification by telegraph or email of proposals already submitted be considered. Proposals shall be submitted electronic and. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals received prior to the deadline for submissions will not be opened until the established due date. Proposals will not be opened publicly.
- b. Opening of Proposals.** After the date established for receipt of proposals, a Register of Proposals shall be prepared and kept. The registry shall include for all proposals received the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The registry will be closed after the due date and time for receipt of proposals has been reached. The proposals received prior to the deadline for submission of proposals shall be opened privately and in the presence of two or more procurement officials, in accordance with Section 3.14.8.1, UOG Procurement Regulations. The Register of Proposals shall be opened to public inspection only after award of the contract. The content of the proposals or their modifications shall not be disclosed to any unauthorized persons, and pursuant to Section 3.14.8.1, UOG Procurement Regulations, only authorized UOG personnel having official involvement with this solicitation will have access to the proposals submitted in response to this solicitation.

## **6. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn on written request received from offeror(s) prior to the time fixed for opening. Negligence on the part of the offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

## **7. LIABILITY FOR COST OF THE PROPOSAL**

University of Guam is not liable for any costs incurred by the offeror in connection with this solicitation RFP. By submitting a proposal, the offeror specifically waives the right against the University of Guam for any expenses incurred in proposal preparation. Submitted proposals become the property of University of Guam. Offeror requests for the return of specific proprietary material may be honored.

## **8. RIGHT TO AMEND OR CANCEL**

University of Guam reserves the right to amend, supplement, or cancel the RFP, in whole or in part at any time.

The RFP may be amended or modified prior to opening of the proposals but not subsequent to opening of the proposals. Any amendment issued pursuant to this RFP must be acknowledged as being received by the potential offerors. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by telegram or telephone and confirmed in the amendment.

## **9. RIGHT TO REISSUE**

University of Guam may, re-solicit for proposals when it is deemed to be in the best interest of University of Guam.

## **10. NEGOTIATION AND AWARD OR FAILURE TO NEGOTIATE CONTRACT WITH OFFERORS INITIALLY SELECTED AS BEST QUALIFIED**

- a. Negotiations with the Best Qualified Offeror.** UOG shall negotiate a contract with the best-qualified Offeror for the required services at compensation determined to be fair and reasonable by UOG. Contract negotiations will be directed toward: (1) Making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) Determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and (3) Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
- b. No Disclosure of Information from other Proposals.** When UOG is having discussions or negotiations with any of the Offerors, unassigned personnel, or with the public, UOG will take great care to ensure that information from proposals submitted by Offerors in response to this solicitation will not be accidentally disclosed to any Offeror, unauthorized member of UOG's staff, or member of the public.
- c. Successful Negotiation with Best Qualified Offeror.** If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, the contract for this solicitation will be awarded to that Offeror.
- d. Failure to Negotiate Contract with Best Qualified Offeror.** If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons therefore shall be placed in the file and UOG will advise such offeror of the termination of negotiations which shall be confirmed by written notice within three (3) working days. Upon failure to negotiate a contract with the best-qualified Offeror, UOG may enter negotiations with the next most qualified Offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that Offeror. If negotiations again fail, negotiations shall be terminated as provided in Section 3.14.13.4.1, UOG Procurement Regulations, and commence with next most qualified Offeror.
- e. Notice of Award.** The University of Guam will notify all Offerors of the status of the RFP and intent to award. Written notice of award will be public information and made a part of the contract file.

## **11. WAIVER, AMENDMENT, REJECTION METHOD OF AWARD & LICENSING**

The Selection Committee reserves the right to waive any minor informality or irregularity in proposals received. University of Guam, shall have the prerogative to award, amend this solicitation, or reject proposals in whole or in part. It is the policy of University of Guam to award proposals only to offerors duly authorized and licensed to conduct business in Guam. Specific information on licenses and permits may be obtained from the Director of Revenue and Taxation, respectively.

## **12. RESPONSIBILITY OF OFFERORS AND RIGHT TO REJECT PROPOSAL**

In accordance with Section 3.16, UOG Procurement Regulations, before awarding a contract for this solicitation, UOG's President or his designee must be satisfied that the prospective contractor is responsible. Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective contractor has: (1) Available the appropriate financial, material, equipment, facility, and personnel resources and

expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements; (2) A satisfactory record of performance; (3) A satisfactory record of integrity; (4) Qualified legally to contract with UOG; and (5) Supplied all necessary information in connection with any UOG inquiry concerning the potential contractor's responsibility. The prospective contractor shall supply information as requested by UOG's President or his designee concerning the responsibility of such prospective contractor and if such prospective contractor fails to supply the requested information, UOG's President or his designee shall base the determination of responsibility upon any available information. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such offeror. University of Guam may make such investigations as deemed necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to University of Guam all such information and data for this purpose as University of Guam may request. The Selection Committee reserves the right to reject the offeror if the evidence submitted by, or investigation of such offeror fails to satisfy the Selection Committee 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. This right of reject and/or cancel is also pursuant to 2 G.A.R., Div. 4, Chap. 3, §3115(d)(2)(A).

### **13. PAYMENT OF SERVICES**

Payment for any contract entered into as a result of this RFP will be made no more frequently than monthly upon receipt of the offeror's billing statement on a net 30-day basis. Offerors are notified that they are subject to the Guam Business Privilege Tax and the Guam Income Tax, as well as all other taxes or government fees that may be applicable. Specific information on taxes may be obtained from the Guam Department of Revenue and Taxation. Arrangements can be negotiated if fees are to be taken directly from the fund.

The Comptroller must notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period.

If funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first, the multi-term contract will be cancelled. This does not affect either the university's rights or the contractor's rights under any termination clause in the contract. In the event of cancellation under Section 3.21.7, UOG Procurement Regulations, the contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs.

### **14. CONTROL**

The University of Guam President or his designee will meet periodically with the Offeror representative for the purpose of reviewing progress and providing necessary guidance to the offeror in solving problems.

### **15. 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 University of Guam in writing explaining the cause and reasons of the delay. The University of Guam may make a reasonable extension of time.

### **16. EQUAL EMPLOYMENT OPPORTUNITY**

Section 3.01 of the Executive Order 10935 dated March 7, 1965, requires the offeror not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The offeror will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

## **17. ASSIGNMENT**

Assignment will not be accepted without prior written approval from the University of Guam. Request for approval of assignment must be made with submission of proposal. No assignment will be accepted if request is not made in writing with the proposal.

## **18. DETERMINATION OF RESPONSIBILITY OF OFFEROR**

The Evaluation Committee shall use the following criteria in determining responsibility of the offeror, and reserves the right to secure additional information from offerors necessary to determine whether or not they are responsible in each of the following:

- a. The ability, capacity, and skill of the offeror to perform;
- b. Whether the offeror can perform promptly and/or within the specified time periods;
- c. The character, integrity, reputation, judgment experience, and efficiency of the offeror;
- d. The quality of performance of the offeror with regard to awards previously made to the offeror;
- e. The offeror's past and present record of compliance with procurement laws and regulations;
- f. The sufficiency of the offeror's financial resources and ability to perform;
- g. The offeror's compliance with the specifications and requirement of this Request For Proposal; and
- h. If requested, the offeror must meet all Americans with Disabilities Act regulations and requirements.

## **19. CONTACT FOR CONTRACT ADMINISTRATION**

If your firm receives a contract as a result of this Proposal, designate a person whom we may contact for prompt administration, showing:

<b>Name:</b> _____	<b>Title:</b> _____
<b>Address:</b> _____	<b>Tel. No.:</b> _____
<b>Fax No.:</b> _____	<b>Email Address:</b> _____

## **20. CONTRACT PROVISIONS**

University of Guam reserves the right to include any part or parts of the offeror's proposal in the final contract with the offeror. Offeror will be subject to conditions and terms imposed by University of Guam.

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.

## **21. SPECIAL PERMITS AND LICENSES**

The offeror shall, at his own expense, procure all permits, certificates, and license and shall give all notices and necessary reports required by law for the General Scope of the work. Failure to maintain required licenses or permits shall be grounds for immediate termination of contract.

## **22. LAWS TO BE OBSERVED**

- a. The offeror duly represents that he or she has not violated, is not violating, and will not violate the prohibition against gratuities and kickbacks set forth in the Guam procurement law as follows (Section 11.7, UOG Procurement Regulations). It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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 any person associated therewith, as an inducement of the award of a subcontract or order.
- b. The offerors shall duly represent that he, she, they or 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 the Guam procurement laws and regulations pertaining to ethics in public contracting. (Section 11.8.3, UOG Procurement Regulations).
- c. The offeror shall be in full compliance with 5 GCA §5801 and §5802, as may be applicable to the procurement referenced herein, and that the offeror has read and understand the provisions of 5 GCA §5801 and §5802, which read:
  - i. §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.
  - ii. §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.

- d. The offeror warrants that no person was retained for a commission, percentage, brokerage, or contingent fee to solicit or secure any resultant contract upon agreement. Breach of this warranty shall give [Entity Name] the right to terminate the contractor, or at 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 contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. (Section 11.8, UOG Procurement Regulations)
- e. The offeror should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the offeror will in any way serve to modify the provision of the contract.
- f. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (5 G.C.A. §5253)
  - i. No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his or her employer on the property of the government of Guam other than a public highway.
  - ii. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
  - iii. Any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

## **23. STATUS OF CONTRACTOR/CONSULTANT (OFFEROR)**

The offeror and its officers, agents, servants and employees are independent contractors performing services for University of Guam.

## **24. INSURANCE**

Offeror shall procure and maintain at his or her own expense all necessary comprehensive insurance for his/her employees including but not limited to Worker's Compensation and general liability insurance.

**25. CONFIDENTIAL OR PROPRIETARY INFORMATION**

Offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential. After the award, the proposal of the offeror who is awarded the contract becomes part of the public procurement record. Proposals containing trade secrets or other proprietary information to be held in confidence must include a written request for non-disclosure. The request should clearly indicate the proprietary portions. University of Guam will examine the request, determine its validity, and either grant or deny it. If denied, University of Guam will notify the requesting offeror in writing as to what and why portions will be disclosed. The offeror may then withdraw the proposal or submit a protest according to law. If the proposal is not withdrawn and no protest is received, then University of Guam may disclose those portions of the proposal for which a non-disclosure request was not granted.

**26. APPLICABILITY OF GUAM AND FEDERAL PROCUREMENT LAW**

If any part of this RFP is contrary to any applicable federal procurement regulations, 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 applicable federal regulations and Guam procurement Law.

**27. OWNERSHIP RIGHTS.**

All documents and other incidental Consultant work or materials furnished hereunder shall be and remain the sole property of the University, including all publication rights, copyright interests and other intellectual property. Offeror shall not sell or utilize in any way the work done by Offeror for services under this RFP to those outside of the University without the expressed, written consent of the University.

**28. CONTRACT TERM.**

The initial term of this contract is for a five (5) year period. In any event, the contract will not exceed the maximum of five (5) years. Funding is subject to availability of appropriated and/or budgeted funds.

**ATTACHMENT A: AFFIDAVIT re NON-COLLUSION**

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

) ss.

ISLAND OF GUAM )

\_\_\_\_\_ (state name of affiant signing below), being first duly sworn  
deposes and says that:

1. The name of the offering company or individual is (state name of company)  
\_\_\_\_\_
2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).
3. I make this statement on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

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

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

Subscribed and sworn to before me

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

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

My commission expires \_\_\_\_\_



(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/Offeree/Prospective Contractor and that (please check and fill out all that apply):

- [ ] The Bidder/Offeree/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/Offeree/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/Offeree/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

Affidavit Disclosing Ownership, Influence,  
Commissions and Conflicts of Interest  
AG Procurement Form 002 (Rev. 11/17/2021)

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

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

--

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

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

--

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

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

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

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

Affidavit Disclosing Ownership, Influence,  
Commissions and Conflicts of Interest  
AG Procurement Form 002 (Rev. 11/17/2021)

- 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:

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

- 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):

<b>Name</b>	<b>Principal Place of Business Street Address</b>	<b>Amount of Compensation</b>
_____	_____	_____
_____	_____	_____

- 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):

<b>Name</b>	<b>Principal Place of Business Street Address</b>
_____	_____
_____	_____

- 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:

<b>Name</b>	<b>Principal Place of Business Street Address</b>
_____	_____
_____	_____

///

///

Affidavit Disclosing Ownership, Influence,  
Commissions and Conflicts of Interest  
AG Procurement Form 002 (Rev. 11/17/2021)

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeree/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

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

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

Subscribed and sworn to before me

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

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_



**ATTACHMENT D: AFFIDAVIT RE ETHICAL STANDARDS**

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

\_\_\_\_\_ (state name of affiant signing below), being first duly sworn,  
deposes and says that:

The affiant is \_\_\_\_\_ (state one of the following: the Offeror, a partner of the Offeror, an officer of the Offeror) making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, reprehensive, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to UOG Procurement Manual Section 11.3.3.

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

Subscribed and sworn to before me

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

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_



**ATTACHMENT F: DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATIONS**

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

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

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

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

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

**§ 5801. Wage Determination Established.**

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

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

(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.**

\_\_\_\_\_  
Signature



"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.: 25 Date Of Last Revision: 07/08/2025

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 \$17.75 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 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](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		14.85***
01012 - Accounting Clerk II		16.67***
01013 - Accounting Clerk III		18.64
01020 - Administrative Assistant		23.15
01035 - Court Reporter		18.86
01041 - Customer Service Representative I		14.06***
01042 - Customer Service Representative II		15.39***
01043 - Customer Service Representative III		17.22***
01051 - Data Entry Operator I		13.28***
01052 - Data Entry Operator II		14.49***
01060 - Dispatcher, Motor Vehicle		18.86
01070 - Document Preparation Clerk		15.02***
01090 - Duplicating Machine Operator		15.02***
01111 - General Clerk I		12.37***
01112 - General Clerk II		13.50***
01113 - General Clerk III		15.15***
01120 - Housing Referral Assistant		21.02
01141 - Messenger Courier		12.00***
01191 - Order Clerk I		13.76***
01192 - Order Clerk II		15.02***
01261 - Personnel Assistant (Employment) I		16.86***
01262 - Personnel Assistant (Employment) II		18.86
01263 - Personnel Assistant (Employment) III		21.02
01270 - Production Control Clerk		25.27
01290 - Rental Clerk		11.10***
01300 - Scheduler, Maintenance		16.86***
01311 - Secretary I		16.86***

01312 - Secretary II	18.86
01313 - Secretary III	21.02
01320 - Service Order Dispatcher	16.86***
01410 - Supply Technician	23.15
01420 - Survey Worker	18.69
01460 - Switchboard Operator/Receptionist	10.98***
01531 - Travel Clerk I	15.02***
01532 - Travel Clerk II	16.85***
01533 - Travel Clerk III	18.26
01611 - Word Processor I	15.02***
01612 - Word Processor II	16.86***
01613 - Word Processor III	18.86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.14
05010 - Automotive Electrician	17.97
05040 - Automotive Glass Installer	16.81***
05070 - Automotive Worker	16.81***
05110 - Mobile Equipment Servicer	14.42***
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.81***
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.20***
05250 - Motor Vehicle Upholstery Worker	15.64***
05280 - Motor Vehicle Wrecker	16.81***
05310 - Painter, Automotive	17.97
05340 - Radiator Repair Specialist	16.81***
05370 - Tire Repairer	12.98***
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.43***
07041 - Cook I	16.18***
07042 - Cook II	18.86
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.57***
07210 - Meat Cutter	13.36***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.49***
11060 - Elevator Operator	10.67***
11090 - Gardener	16.81***
11122 - Housekeeping Aide	10.67***
11150 - Janitor	10.67***
11210 - Laborer, Grounds Maintenance	12.71***
11240 - Maid or Houseman	10.59***
11260 - Pruner	11.37***
11270 - Tractor Operator	15.39***
11330 - Trail Maintenance Worker	12.71***
11360 - Window Cleaner	11.92***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***

12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.91***
12222 - Nursing Assistant II	14.52***
12223 - Nursing Assistant III	15.85***
12224 - Nursing Assistant IV	17.79
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
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	31.17
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	11.60***
16030 - Counter Attendant	11.60***
16040 - Dry Cleaner	13.23***
16070 - Finisher, Flatwork, Machine	11.60***
16090 - Presser, Hand	11.60***
16110 - Presser, Machine, Drycleaning	11.60***
16130 - Presser, Machine, Shirts	11.60***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.60***
16190 - Sewing Machine Operator	13.79***
16220 - Tailor	14.34***
16250 - Washer, Machine	12.14***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.87***
21030 - Material Coordinator	25.27
21040 - Material Expediter	25.27
21050 - Material Handling Laborer	13.83***
21071 - Order Filler	10.67***
21080 - Production Line Worker (Food Processing)	15.87***
21110 - Shipping Packer	17.12***
21130 - Shipping/Receiving Clerk	17.12***
21140 - Store Worker I	17.46***
21150 - Stock Clerk	24.56
21210 - Tools And Parts Attendant	15.87***
21410 - Warehouse Specialist	15.87***
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	19.70
23120 - Bicycle Repairer	15.81***
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	17.12***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	14.03***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43

23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.66
23440 - Heavy Equipment Operator	18.87
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	26.47
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.87***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.27***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	15.47***
24620 - Family Readiness And Support Services Coordinator	16.09***
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	11.89***
27007 - Baggage Inspector	10.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.89***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.63***
27102 - Guard II	11.89***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.68***
28042 - Carnival Equipment Repairer	14.95***
28043 - Carnival Worker	10.11***
28210 - Gate Attendant/Gate Tender	14.50***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	16.21***
28510 - Recreation Aide/Health Facility Attendant	13.02***
28515 - Recreation Specialist	20.09

28630 - Sports Official	12.91***
28690 - Swimming Pool Operator	17.71***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.62
29020 - Hatch Tender	28.62
29030 - Line Handler	28.62
29041 - Stevedore I	26.63
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.99
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	21.15
30362 - Paralegal/Legal Assistant II	26.20
30363 - Paralegal/Legal Assistant III	32.04
30364 - Paralegal/Legal Assistant IV	38.76
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21
30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.96
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.53***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	12.48***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.50***
31362 - Truckdriver, Medium	12.48***
31363 - Truckdriver, Heavy	17.88
31364 - Truckdriver, Tractor-Trailer	17.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27***

99030 - Cashier	10.51***
99050 - Desk Clerk	10.13***
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	26.81
99252 - Laboratory Animal Caretaker II	29.29
99260 - Marketing Analyst	21.54
99310 - Mortician	29.28
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.39***
99710 - Recycling Laborer	19.05
99711 - Recycling Specialist	25.72
99730 - Refuse Collector	18.04
99810 - Sales Clerk	11.36***
99820 - School Crossing Guard	19.81
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	26.81
99841 - Vending Machine Repairer	34.14
99842 - Vending Machine Repairer Helper	26.81

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 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:** \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

**HEALTH & WELFARE EO 13706:** \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 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))."

**ATTACHMENT G: OFFEROR QUESTIONNAIRE FORM**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Year Firm Established: \_\_\_\_\_

Who will be the principal and alternate contacts with UOG?

Principal: \_\_\_\_\_

(Name and Title)

Alternate: \_\_\_\_\_

(Name and Title)

Alternate: \_\_\_\_\_

(Name and Title)

Consultants: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Please attach resumes of the proposed principal and alternate contact person(s), including all relevant designations and the requirements for obtaining each one.

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**ATTACHMENT H: PROPOSAL REQUIREMENTS**

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Submissions should be concise and well organized so that the evaluation committee can quickly access pertinent information. Every effort should be made to minimize duplication of information in the submittals.

**I. Cover Letter**

A cover letter, which shall be an integral part of the proposal, shall be signed by the individual who is authorized to bind the Offeror contractually. The following statements of information should be included with the cover letter:

- The signer (whose title or position is indicated) is authorized to bind the Offeror contractually.
- Your company's name, address, and telephone and facsimile numbers.
- Location of your principal place of business and, if different, the place of performance of the proposed contract.
- A statement expressing your firm's willingness to perform the duties described within the RFP.
- Name, title, email and street address, telephone and facsimile numbers of the person primarily responsible for the services to be performed within the RFP.
- The firm's federal employer identification number (EIN).
- The age of the offeror's business and the average number of employees over the past year; and the size of the firm's staff that would be assigned to perform the scope of services
- Letter of interest to provide the general legal services;
- Affidavits attached to this RFP notarized in the state or territory of the offeror's principal place of establishment;

**II. Qualifications and specific experience of Offeror**

- Statement of qualifications to include the qualifications and experience of key persons who would be assigned to perform the required services;
- The personnel, equipment, and facilities to perform the services currently available or demonstrated to be available at the time of contracting;
- A listing of other contracts under which services similar in scope, size, and discipline for the required services were performed or undertaken in the past five years;
- List of references identifying most recent clients and not to exceed five customers with contact name, title, complete address, phone number, email addresses, and facsimile number. Contact listed should be capable of providing an appropriate testimonial for the work performed, if requested by University of Guam.

**III. Understanding and Approach to Services**

This section should clearly convey that the Respondent understands the nature of the work, including coordination with and providing updates to personnel at UOG.

**IV. Experience Providing Similar Services**

Describe experience performing work similar to that described in this RFP.

**V. Clarity of RFP Submittal**

Ease of reviewing and confirming compliance with bid requirements will be a factor in the evaluation of the proposals.