



Dipáttamenton Kontribusion yan Adu'ána

DEPARTMENT OF

REVENUE AND TAXATION

GOVERNMENT OF GUAM *Gubetnamenton Guáhan*

**ISLAND-WIDE
REAL PROPERTY APPRAISAL
AND EVALUATION SERVICES**

REQUEST FOR PROPOSAL

DRT-2024-001

Marie Lizama

Acting Director, Department of Revenue and Taxation

**Guam Department of
Revenue and Taxation**

Section 1: Request for Proposal (RFP) Timeline

1.1 - TABLE TIMELINE

<u>DATE</u>	ACTIVITY	<u>TIME</u>
Monday February 5, 2024	RFP Issuance	8:00 AM Chamorro Standard Time (ChST)
Friday February 16, 2024	Deadline for Submission of Written Questions	5:00 PM Chamorro Standard Time (ChST)
Friday March 8, 2024	Deadline for Response to Written Questions	5:00 PM Chamorro Standard Time (ChST)
Friday March 22, 2024	Deadline for Submission of Proposal	3:00 PM Chamorro Standard Time (ChST)

Section 2: General Information, Instructions & Project Scope

2.1 PROJECT TITLE AND SCOPE: Department of Revenue and Taxation, Request for Proposal (RFP) DRT-2024-001, Island-wide Real Property Appraisal and Evaluation Services

2.1.1 PURPOSE: The Department of Revenue and Taxation (DRT) is soliciting proposals for the appraisal of taxable real property on Guam.

2.1.2 PERSON(S) RESPONSIBLE FOR DRAFTING OF SPECIFICATIONS IS/ARE:

Katrina Hodges, DRT Special Project Coordinator
Rebecca MP Copper, DRT Attorney

2.1.3 DESCRIPTION OF SERVICES AND WORK INVOLVED: The Guam Department of Revenue and Taxation (DRT) is an entity within the government of Guam charged with

ascertaining all taxable property in Guam and assessing upon such property a tax value. Pursuant to 11 GCA §24306, every five years DRT is to re-ascertain the value of all real property in Guam and such valuation shall be used as the basis for real property tax assessment. This valuation is expected to include land, improvements, and buildings which may be residential, commercial, industrial, or special use in nature.

DRT solicits the following services from a contractor certified to perform appraisals on Guam:

A. Scope of Valuation. Contractor will develop schedules describing the market value for real property on Guam as of a fixed date. The market value shall be represented in a per-unit price, e.g. dollar value per square foot for undeveloped land in a certain village, or per square foot for residential or commercial buildings. Categories for market value will include, at a minimum, residential (single & multi-family), commercial, agricultural, religious, hotels, government, properties and undeveloped land on Guam. Value schedules shall also account for depreciation of property value as appropriate.

In performing services pursuant to this RFP, Contractor shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP) for Mass Appraisal and the Standard on Mass Appraisal, and International Association of Assessing Officers (IMO).

B. Required Systems: DRT currently uses the Guam Property Assessment System (GPAS) and the Custom Computer Assisted Mass Appraisal (CAMA) Proval software for maintenance of real property records. Contractor shall provide reports and data, and perform any data input, in a form that is compatible with the GPAS and CAMA software.

C. Data update: Contractor will update the data collection, sketches and values on the property card records, GPAS and CAMA software.

D. Market Value Date. The market value date for this project shall be **February 1, 2025** for the grand listing, pricing and valuation by the contractor of all taxable properties, residential (single & multi-family), commercials, agricultural, religious, hotels, government properties and undeveloped land on Guam.

E. Current Parcel Count. Contractor is expected to value a minimum parcel count of **70,697**, which is the current estimated number of parcels in DRT's records.

F. Access to DRT Records.

- a. DRT will provide contractor access to the GPAS and CAMA software as needed to perform the valuation.
- b. Contractor access to DRT property tax card records and files will be allowed only on DRT premises and within DRT working hours.
- c. DRT will allow contractor to use, copy and update the building sketches on the property record files, the GPAS and CAMA Software as needed to perform the valuation.

- d. DRT will allow contractor access to DRT's Tax Map program, which provides imagery views and layers of Guam, as needed to perform the valuation.
- e. DRT will provide Contractor access to DRT's Aerial Imagery Oblique Photography program, for which the last imagery was conducted in April 2012, as needed to perform the valuation.
- f. DRT will provide Contractor access as needed to records of consideration paid for sales of real property on Guam between the periods of **March 1, 2023 to February 1, 2025**. These records are considered confidential. Contractor shall not copy, photograph, or remove these records from DRT premises.

G. Contractor to provide documents and supplies. Contractor shall provide all supplies, equipment, new property record cards, forms, paper and materials needed to update DRT's property value records, including but not limited to the following:

- Tax Maps
- Land Value Maps
- Materials and wages, costs and schedules
- Data Collection Forms, listings, property record cards with property valuations and sketches
- Sales data
- Depreciation tables
- Computations of land and building values
- All documents of methods used for appraisals
- All documentations entered in the GPAS and CAMA software including all data of all property records
- Digital imaging
- All criteria, guidelines, price schedules or procedures used in the revaluation.

H. Proposed Schedule of Deliverables: Proposals should include a detailed schedule of deliverables outlining the major components of the valuation and the amount of time projected for each component, starting from the time Contractor is advised to proceed with work to the completion of the valuation, as well as the percentage of payment that is expected upon completion of each component.

I. Public Information about the valuation process: On Contractor's completion and DRT's approval of the valuation, Contractor shall perform a minimum of 3 hearings open to the public during which Contractor will explain the methodology used in the valuation and allow for questions or comments about the valuation.

J. Defense of Valuation: During the pendency of a contract pursuant to this RFP and for 12 months thereafter, Contractor shall make available key personnel involved in the valuation to provide oral testimony or written summaries to the Guam Legislature or agencies or boards of the government of Guam regarding how the valuation was performed. Contractor shall also be

available to consult with DRT in the preparation of responses to appeals or inquiries of landowners about the valuation of individual parcels of land.

2.1.4 DURATION OF AWARD: The term of the contract resulting from this RFP will be for one (1) calendar year upon its full execution by all necessary parties. The successful offeror to this RFP will be expected to complete all required services within the initial one-year term. The time allowed to perform required services may be extended by written agreement between DRT and the vendor.

DRT shall provide timely notice if funds are not available for continuation of contract beyond each fiscal year. In the event of cancellation due to unavailability of funds, Offeror will be reimbursed unamortized, reasonably incurred, non-recurring costs.

2.1.5 CONTRACT TYPE: A contract pursuant to this RFP is expected to be a firm fixed-price contract. The form of the contract to be executed by the successful offeror is included as Attachment 1.

2.1.6 FUNDING SOURCE(S): Funding for services pursuant to this RFP will be provided from Government of Guam appropriations.

2.2 GENERAL INSTRUCTIONS

2.2.1 COMPLIANCE WITH RFP INSTRUCTIONS: Failure to comply with the requirements of this RFP may result in proposals being deemed non-responsive and Offerors being disqualified from participation in this RFP.

2.2.2 COMMUNICATION REGARDING THIS RFP

ANY CORRESPONDENCE OR COMMUNICATION WITH DRT BY A POTENTIAL OFFEROR MUST BE MADE IN WRITING TO THE ATTENTION OF PROCUREMENT OFFICIAL VIA EMAIL AT drt.procurement@revtax.guam.gov and must reference RFP DRT-2024-001 in the subject or reference line.

RFP packets may be downloaded at DRT's website at www.guamtax.com .

Upon downloading of the RFP, potential offerors should complete a Proposal Registration Form and submit it via email to drt.procurement@revtax.guam.gov . DRT will provide notice of amendments to the RFP, pre-proposal conferences, responses to inquiries about the RFP, or other information about the RFP only to those potential offerors who have submitted a Proposal Registration Form.

2.2.3 ACCEPTABLE FORMAT OF PROPOSALS:

Proposals must be submitted in writing.

Each Proposal Package should consist of the Offeror's Technical Submittal and the Offeror's Cost Submittal. The Technical Submittal and Cost Submittal should be separate and individually marked within the Proposal Package.

The Proposal Package shall be submitted in a clearly marked and sealed envelope or box.

The **Technical submittal** should include one (1) original, with original signatures and notarizations where necessary, and five (5) copies, each of which is clearly marked within the proposal package.

The **Cost Submittal** should include one (1) original and five (5) copies, each of which is clearly marked within the proposal package

The Proposal Package should be delivered according to the instructions in Section 2.2.4 and be marked on the outside with the following information:

Guam Department of Revenue and Taxation
REQUEST FOR PROPOSAL NO: DRT-2024-001

OFFEROR'S NAME
OFFEROR'S ADDRESS

SUBMITTAL DATE

ATTENTION: PROCUREMENT OFFICIAL

2.2.4 TIME AND DATE FOR RECEIPT OF PROPOSALS: Proposals must be received by:

TIME: **3:00PM** Chamorro Standard Time (ChST)
DATE: **Friday, MARCH 22, 2024**

DRT maintains the Official time in this regard. Proposals may be submitted any time before the deadline for receipt of proposals.

Proposals received past the time indicated above, AS THAT TIME IS INDICATED BY DRT, will not be considered for award.

If delivered via hand delivery, Federal Express, DHL, or other courier service, proposals must be delivered to the physical address below

Guam Department of Revenue and Taxation
Director's Office
1240 Army Drive
Barrigada, Guam 96913

If delivered via the United States Postal Service, proposals must be postmarked no later than March 22, 2024 and delivered to the following mailing address:

Guam Department of Revenue and Taxation
Director's Office
P.O. Box 23607
GMF, Barrigada 96921

2.2.5 PROPOSAL SUBMISSION REQUIREMENTS: Each Proposal Package should consist of the Offeror's Technical Submittal with all required forms, complete with original signatures and notarizations where necessary, and Offeror's Cost Submittal.

Technical Submittal. The Technical Submittal should contain a thorough description of the Offeror's business and relevant activities and salient descriptions of the products and services being offered in response to this RFP. At a minimum, the Technical Submittal should demonstrate that the products and services contain the following:

- Name of Offeror and location of principal place of business;
- Age of Offeror's business and average number of employees over the business's last fiscal year;
- Abilities, qualifications, and experience of all persons who would be assigned to provide required services;
- Listing of other contracts under which services similar in scope, size, or discipline were performed; and
- A detailed plan for performance of the services required by this RFP, including a timeline of deliverables beginning from the date on which an award pursuant to this RFP is fully executed.

Cost Submittal. Offeror's Cost Submittal should include itemized pricing for all products and services being proposed under this RFP. At a minimum, the Cost Submittal should contain hourly rates and estimated expense costs for each consultant or employee proposed to work on this project and line-item costs for each product necessary for the term of the contract. The Cost Submittal should be broken down into rates and costs for the first year, and rates for each renewal term if applicable (see 2.1.4).

Forms. Additional Proposal Package requirements include the return of the required forms and documents listed in Section 4.

2.2.6 LATE PROPOSALS NOT ACCEPTED: Proposals received after the time and date in **Section 2.2.4 Time and Date for Receipt of Proposals** will be considered nonresponsive and disqualified from participating in this solicitation.

2.2.7 TRADE SECRETS AND OTHER PROPRIETARY DATA: Offeror must complete and submit with the proposal the Designation of Proprietary Information Form included in the RFP, whether or not the Offeror wishes to designate information within the proposal as a Trade Secret or other proprietary information. Blanket designations of confidentiality placed on the front cover of a proposal will not be accepted as a valid designation of proprietary information. Every item, page, section, or subsection that the Offeror wishes to designate as a trade secret or proprietary data should be clearly marked and separable from the remainder of the proposal.

2.2.8 AMENDMENTS TO RFP: This RFP may not be modified unless done by an Amendment made in writing and issued by DRT. DRT will send Offerors who have submitted a Proposal Registration Form each amendment issued by DRT.

2.3 EVENTS, CONFERENCES and/or MEETINGS PERTINENT TO THIS RFP

2.3.1 PRE-PROPOSAL CONFERENCE: Pre -Proposal Conference(s), as appropriate, may be conducted in accordance with 2 GAR Div. 4 §3109(g)(4) (Pre-Proposal Conferences). Such a conference may be held at any time prior to the established date for submission of proposals.

A pre -proposal conference may be held at DRT's discretion. Any potential offeror may submit a written request for a pre-proposal conference to the attention of PROCUREMENT OFFICIAL per the instructions in Section 2.2.2. In the event DRT determines to hold a pre-proposal conference, all potential offerors - that is, offerors that have submitted a Proposal Registration Form to DRT- will be informed of the date, time, location and requirements of the pre- proposal conference. A summary, minutes, or recording of the pre-proposal conference will be made available to all potential offerors.

At any pre-proposal conference or site visit, DRT may provide verbal answers to questions from potential Offerors, but **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL DRT RESPONSE.** All questions must be submitted in writing in accordance with Section 2.3.2 Pre -Proposal Written Questions.

2.3.2 PRE-PROPOSAL WRITTEN QUESTIONS: Potential Offerors may submit written questions concerning this RFP before the time and date listed below. Questions must be submitted in writing according to the instructions contained in Section 2.2.2 herein. All questions and responses will be made available in writing to every potential offeror. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this RFP must be received in writing by DRT by:

TIME: **5:00 PM** Chamorro Standard Time (ChST)

DATE: Friday, February 16, 2024

2.4 AWARD

2.4.1 EVALUATION FACTORS FOR AWARD: DRT will award a contract to the best qualified Offeror. In determining the best qualified Offeror, DRT will evaluate each proposal according to the factors below. A total of 100 points is available.

Evaluation Factors	<u>Points</u>
The plan for performing the required services	30
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	25
The personnel, equipment, and facilities to perform the required services	25
A record of past performance of similar size and scope of work	20
Total Available Points	100

2.4.2 DETERMINATION OF RESPONSIBILITY: Responsibility of an offeror will be determined in accordance with 2 GAR §3116. Offerors should be prepared to promptly provide to DRT information relating to the offeror's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources, expertise, or records of performance. Failure of an offeror to comply with a request by DRT for information relating to responsibility may result in a determination that the offeror is not responsible and therefore disqualified from an award.

2.4.3 NOTICE AND EXECUTION OF AWARD: Any award pursuant to this RFP will not be complete until an agreement for the scope of work and the project is fully executed by the selected Offeror, DRT, and other required parties. A sample agreement is included in this RFP as ATTACHMENT 1. DRT reserves the right to alter the sample agreement as allowed by applicable law or regulation.

2.5 GENERAL INFORMATION

2.5.1 DELIVERY AND PERFORMANCE SCHEDULE: The selected contractor shall commence work after full execution of a contract awarded pursuant to this RFP. A contract for goods and/or services procured through this RFP shall be subject to the availability of funds and applicable delivery and payment deadlines.

2.5.2 METHOD OF PAYMENT: Offerors submitting proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in the contract and tied to satisfactory completion or progress of assigned tasks.

2.5.3 INSPECTION AND ACCEPTANCE OF GOODS: Offerors submitting proposals should be aware that DRT reserves the right to inspect and test all goods, supplies, materials or equipment delivered in response to this RFP. DRT reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this RFP.

2.5.4 ALTERNATE PROPOSALS: An alternate proposal will not be accepted. Submission of an alternate proposal will be considered non-responsive and disqualified from participating in this solicitation.

2.5.5 SAMPLES OR DESCRIPTIVE LITERATURE: Pursuant to 2 GAR Div. 4 §3109(e)(3), samples or descriptive literature should not be submitted to DRT unless expressly requested within this RFP. Regardless of any condition set by an offeror, unsolicited samples or descriptive literature will not be examined, tested, or deemed to vary any requirements of this RFP.

SECTION 3: TERMS AND CONDITIONS

3.1 REQUIREMENTS FOR ALL SOLICITATIONS: Proposals must fulfill the requirements for all solicitations identified in this RFP. Each of the forms identified herein must be completed and returned according to the instructions provided. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this RFP shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

3.2 LICENSE TO CONDUCT BUSINESS ON GUAM; POLICY IN FAVOR OF LOCAL PROCUREMENT: Offerors providing services or supplies pursuant to or in support of this RFP are subject to licensure requirements in accordance with 5 GCA §5008. Information about obtaining a license to do business on Guam may be obtained from the Guam Department

of Revenue and Taxation. Preferential selection of businesses licensed to do business on Guam may be made in accordance with 5 GCA §5008.

3.3 FORMS REQUIRED FOR ALL SOLICITATIONS: Offerors must complete and submit all forms required by this RFP and those listed in Section 4 herein.

3.4 DISCLOSURE OF OWNERSHIP AND COMMISSIONS: Offerors must expressly identify all major shareholders in accordance with 5 GCA §5233.

****AG Procurement Form 002 (Rev. Nov.17, 2021) must be completed and included in all responses to this RFP****

3.5 OFFERORS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION: By submitting a proposal, an Offeror certifies that the price or offer in its proposal was independently arrived at without collusion in accordance with 2 GAR§3126(b).

****AG Procurement Form 003 (Jul. 12, 2010) must be completed and included in all responses to this RFP****

3.6 PROHIBITION AGAINST GRATUITIES AND KICKBACKS: By submitting a proposal, an Offeror certifies to the best of its knowledge that neither it, nor any of its officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA §5630.

Offerors submitting proposals must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the Offerors response to this RFP. 5 GCA § 5630(c); 2GAR § 11107(3) and 11107(4) (e).

****AG Procurement Form 004 (Jul. 12, 2010) must be completed and included in all responses to this RFP****

3.7 REPRESENTATION REGARDING ETHICAL STANDARDS: By submitting a proposal, 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 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

****AG Procurement Form 005 (Jul. 12, 2010) must be completed and included in all responses to this RFP****

3.8 REPRESENTATION REGARDING CONTINGENT FEES: By submitting a proposal, Offeror represents that it has not retained a person to solicit or secure a territorial 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, in accordance with 5 GCA §5631.

****AG Procurement Form 007 (Jul. 12, 2010) must be completed and included in all responses to this RFP****

3.9 RIGHT OF DRT TO CANCEL REQUEST FOR PROPOSAL: DRT reserves the right to cancel this RFP at any time when it is in the best interests of DRT, in accordance with 5 GCA §5225 and 2 GAR §3115(c).

DRT reserves the right to reject any proposal in whole or in part when it is in the best interest of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

3.10 PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS: Any entity providing services pursuant to this RFP is prohibited from employing sex offenders to provide the services or goods being procured through this RFP. Specifically, pursuant to 5 GCA §5253:

§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

- a) 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 employer on the property of the government of Guam other than a public highway.
- b) 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.

- d) 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.

****Form for Restriction Against Sex Offenders must be completed and included in all responses to this RFP.****

3.11 WAGE AND BENEFITS DETERMINATION FOR SERVICES: Offerors submitting proposals must pay employees providing services procured through this RFP in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA §5801. Offerors are responsible for knowledge of the most recent applicable wage determination. The Wage Determination for Guam and the Northern Mariana Islands can be found on the Guam Department of Labor's website: <http://www.dol.guam.gov>.

Offerors submitting proposals must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee. 5 GCA §5802.

****AG Procurement Form 006 (Feb. 16, 2010) must be completed and included in all responses to this RFP.****

3.12 MANDATORY DISPUTES CLAUSE (2 GAR §9103(g))

A. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by DRT in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if DRT does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. DRT shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of DRT and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by DRT; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where DRT has made a written determination

that continuation of work under the contract is essential to public health and safety.

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

Section 4 - FORMS REQUIRED FOR ALL PROPOSALS SUBMITTED IN RESPONSE TO RFP

Proposals must contain signed and, where required, notarized originals of the forms listed below.

	Form Number	Form Title
1.	Restriction Against Sex Offenders	SPECIAL PROVISION - RESTRICTION AGAINST SEX OFFENDERS
2.	Designation of Proprietary Information	DESIGNATION OF PROPRIETARY INFORMATION
3.	AG Procurement Form 002 (Rev. Nov. 17, 2021)	AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS
4.	AG Procurement Form 003 (Jul. 12, 2010)	AFFIDAVIT re NON-COLLUSION
5.	AG Procurement Form 004 (Jul. 12, 2010)	AFFIDAVIT re GRATUITIES or KICKBACKS
6.	AG Procurement Form 005 (Jul. 12, 2010)	AFFIDAVIT re ETHICAL STANDARDS
7.	AG Procurement Form 006 (Feb . 16, 2010)	DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (Including a supplemental copy of the U.S. DOL WAGE DETERMINATION RATES)
8.	AG Procurement Form 007 (Jul. 15, 2010)	AFFIDAVIT re CONTINGENT FEES

PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

RFP DRT-2024-001, Island-wide Real Property Appraisal and Evaluation Services

Restriction against Contractors employing convicted sex offenders at
Government of Guam Venues

If a contract for services is awarded to the bidder or offerer, then the service provider must warrant 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 provider fails to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend the contract until corrective action has been taken.

Print Name and Title of Person signing this form

Signature of Offeror, if an individual
of Partner, if a partnership;
of Officer, if a corporation.

Date

DESIGNATION OF PROPRIETARY INFORMATION

RFP DRT-2024-001, Island-wide Real Property Appraisal and Evaluation Services

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

For proposals selected for award under an RFP, DRT will examine requests to designate information as proprietary and issue a decision in writing as to whether such information will be considered proprietary. Disagreements as to whether information will be considered proprietary will be resolved pursuant to 2 GAR §3114(h)(2).

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

I, _____, an authorized representative of

_____,
hereby request that the sections and page numbers listed below of the proposal submitted in response to **RFP DRT-2024-001, Island-wide Real Property Appraisal and Evaluation Services**, be considered a trade secret or proprietary data and therefore exempt from public disclosure:

Print Name and Title of Person signing this form

Signature of Offeror, if an individual
of Partner, if a partnership;
of Officer, if a corporation.

Date

AFFIDAVIT re NON-COLLUSION

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]

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

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

Signature of Offeror, if an individual
of Partner, if a partnership;
of Officer, if a corporation.

Date

Subscribed and sworn to before me this _____ day of _____, 202_____

NOTARY PUBLIC

My commission expires _____, _____

AFFIDAVIT re NO GRATUITIES or KICKBACKS

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state *name of offeror company*]

_____.

Affiant is (check one):

_____ the Offeror; or _____ a Partner of the Offeror; or _____ an Officer of the Offeror making the foregoing identified bid or proposal.

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

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

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

Signature of Offeror, if an individual
of Partner, if a partnership;
of Officer, if a corporation.

Date

Subscribed and sworn to before me this _____ day of _____, 202_____

NOTARY PUBLIC

My commission expires _____, _____

AG Procurement Form 004 (Jul. 12, 2010)

AFFIDAVIT RE ETHICAL STANDARDS

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

Affiant is (check one):

_____ the Offeror; or _____ a Partner of the Offeror; or _____ an Officer of the Offeror making the foregoing identified bid or proposal.

To the best of affiant’s knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 §11103(b).

Signature of Offeror, if an individual
Of Partner, if a partnership;
of Officer, if a corporation.

Date

Subscribed and sworn to before me this _____ day of _____, 202_____

NOTARY PUBLIC
My commission expires _____, _____

AFFIDAVIT re CONTINGENT FEES

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state *name of offeror company*]

_____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 §11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 §11108(h).

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

Signature of Offeror, if an individual
of Partner, if a partnership;
of Officer, if a corporation.

Date

Subscribed and sworn to before me this _____ day of _____, 202_____

NOTARY PUBLIC
My commission expires _____, _____

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

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

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:

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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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)

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: _____

**RFP DRT-2024-001, Island-wide Real Property
Appraisal and Evaluation Services**

Attachment 1 - Sample Contract

SAMPLE CONTRACT

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

**AGREEMENT BETWEEN
THE GUAM DEPARTMENT OF REVENUE AND TAXATION
AND [VENDOR]
FOR SERVICES PURSUANT TO RFP DRT-2024-001**

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF REVENUE AND TAXATION** ("DRT"), an agency of the government of Guam, whose address is ----, Tamuning, Guam 96913 and **[VENDOR]** ("Contractor"), whose address is.....

WHEREAS, DRT issued a Request for Proposal ("RFP") DRT-2024-001 for Island-wide Real Property Appraisal and Evaluation Services, attached herewith as **Exhibit 1**;

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

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

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

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

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

I. Statement of Services to be Performed.

- Scope of Work. The Contractor shall provide professional services for the DRT, as described in the _____ dated _____ attached herein as **Exhibit 2**. Specified dates for performance of tasks may be amended by written agreement between DRT and Contractor's authorized representative. Contractor shall

provide status reports on the services performed as required under this Agreement or more frequently as requested by DRT. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

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

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

- **Location of Services.** Contractor may perform the services under this Agreement at any suitable location as approved by DRT.

II. Term of Agreement.

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

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

III. Compensation.

A. Compensation. Compensation for Services: Contractor shall receive compensation from DRT for Services as provided for in the Schedule of Deliverables dated and attached herein as **Exhibit 2** to this Agreement and in an amount not to exceed _____ . Services will be deemed satisfactory when accepted as such in writing by DRT and payment shall be due 30 days after such acceptance. Compensation for any renewal term shall be in an amount not to exceed that contained in the Deliverables Description and Pricing Schedule at Exhibit 2.

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

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

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

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

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

IV. Early Termination.

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

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

(ii) Termination in the Best Interest of the Government of Guam: DRT may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are

not limited to Contractor's successful completion of services under this Agreement to the satisfaction of DRT.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by DRT and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus

a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

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

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

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

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

either Parties' rights to assert damages for breach of Agreement.

V. Contact Person.

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

VI. Confidentiality.

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

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

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

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

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

VII. Conflicts of Interests/Ethics

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

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

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

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

IX. 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.

X. 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.

XI. 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.

XII. 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 DRT:
DEPARTMENT OF REVENUE AND TAXATION
Attention: DIRECTOR
address

TO CONTRACTOR:
[VENDOR]

XIII. Assignment/Subcontractors. It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all 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 DRT. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

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

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

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

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

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

XIX. Compliance with Laws.

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

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

C. Americans with Disabilities Act. Contractor agrees to comply with the Americans with Disabilities Act which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

D. Clean Air Act and Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

E. Federal Lobbying Restrictions and Disclosures. Contractor certifies, and shall submit documents such certification as required, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor also agrees to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

F. Drug Free Workplace Act. Contractor agrees to comply with the requirements of the Drug Free Workplace Act contained in 41 U.S.C. 81.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six

(6) years from the date of the final payment under the Agreement, for inspection by DRT. DRT agrees to comply with reasonable requests of Contractor to provide access to all documents and DRT property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

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

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

C. Limitation of Liability. Where damages are incurred and causation or contribution can be traced to the action or inaction, or affirmative act or negligence of Contractor, its agents, employees, or subcontractors, Contractor's liability to DRT shall not exceed five times (5x) the amount due to Contractor for the applicable annual term. In no case shall either party be liable under or in connection with the contract for the other party's indirect or consequential loss.

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

XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. DRT shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. DRT shall have the power to make changes in the Agreement and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time- to-time be necessary and desirable for the public welfare or due to a change in law. DRT shall give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event DRT materially alters the obligations of the Contractor, or the benefits to DRT, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or DRT shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. DRT and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, DRT and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIV. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for DRT, and are not employees of DRT. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of DRT at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and DRT 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 DRT for the Contractor.

B. **Liability.** The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify DRT, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

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

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

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

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

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 DRT. Contractor explicitly acknowledges that DRT possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of DRT.

C. Contractor further grants to the U.S. Government a paid-up, nonexclusive, irrevocable, worldwide license to copyrighted product developed under the Agreement to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the U.S. Government.

XXVII. Mandatory Representations by Contractor:

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

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

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

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

XXVIII. Disputes.

A. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the DRT procurement officer in writing, within 60 days

after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by DRT; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where DRT has made a written determination that continuation of work under the contract is essential to public health and safety.

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

XXIX. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

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

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

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

XXXIII. Changes To Work. Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of DRT and Contractor. A

Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, DRT shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

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

---End document---