

DEPARTMENT OF REVENUE & TAXATION
GOVERNMENT OF GUAM

REQUEST FOR PROPOSAL

RFP No. RFP/DRT-14-000-01

REVALUATION AND REAPPRAISAL OF REAL PROPERTY



Dipáttamenton Kontribusion yan Adu'ána

DEPARTMENT OF

REVENUE AND TAXATION

GOVERNMENT OF GUAM

Gubetnamenton Guåhan

EDDIE BAZA CALVO, Governor Maga'Iáhi
RAY TENORIO, Lt. Governor Tiñente Gubetnadora

JOHN P. CAMACHO, Director
Direktor
MARIE M. BENITO, Deputy Director
Sigundo Direktor

Procurement No.: RFP/DRT14-000-01 Re-Evaluation and Re-Appraisal of Real Property

Dear Prospective Offeror:

Buenas yan Hafa Adai!

We would like to thank you for your interest in submitting a proposal to provide reappraisal and revaluation services to the Department of Revenue and Taxation.

The Department of Revenue and Taxation on January 3, 2014 issued a Request for Proposal (RFP) to interested company to do business on Guam under the laws of Guam, to provide reappraisal and revaluation services to the Department of Revenue and Taxation. Therefore, this is to invite your company to submit a proposal to this RFP.

To register as an interested company, you must complete, sign and fax the "Acknowledgement of Receipt of RFP" form to Department of Revenue and Taxation Government of Guam at [\(671\) 633-2643](tel:671-633-2643). In the event any amendments to the RFP are issued, the acknowledgement will ensure that all interested parties are informed of such change(s).

Thank you in advance for your response and we look forward to working with your company.

JOHN P. CAMACHO, Director
Department of Revenue and Taxation



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ACKNOWLEDGEMENT OF RECEIPT OF RFP

Procurement No.: RFP/DRT14-000-01

Attention: Director, Department of Revenue and Taxation

From: _____

Subject: Registration of interest to provide **REAPPRAISAL and REVALUATION SERVICE**

To register as an interested company, you must complete, sign and fax to (671) 633-2643 or hand deliver to Edmond G. Villanueva at 1240 Army Drive, Barrigada, Guam 96913 and must reference RFP/DRT14-000-01 Reappraisal and Revaluation Services. The Department of Revenue and Taxation cannot guarantee that your company will receive any amendments or notices to the RFP issued unless the information below is completed, signed and submitted as provided herein.

Date:	
Company Name:	
Contact Person & Title:	
Contact Information:	Telephone No.: ()
	Facsimile No.: ()
	E-Mail address:
	E-Mail address:
Mailing address:	
Street address:	

Signature

Date: _____

**REQUEST FOR PROPOSALS
FOR A REVALUATION / REAPPRAISAL
FOR GUAM
RFP No. RFP/DRT-14-000-01**

This Request for Proposals announces the Department of Revenue & Taxation, Government of Guam (DRT), Tax Assessor's intent to update the property tax assessment records and value for all taxable, government, federal properties (may be subject to restrictions) exempted properties, vacant land, constructed or unconstructed improvements, residential, commercial, industrial, and special use properties on Guam. The purpose of this Request for Proposals is to solicit proposals from qualified contractors to provide this type of service, to implement and convert the collected data on the Government Property Assessment System (GPAS) and Computer Assisted Mass Appraisal (CAMA) property tax software currently in use by the Department of Revenue & Taxation, Government of Guam, Real Property Tax Division.

The GPAS software is known as "Government Revenue Management" (GRM) . Manatron who is now known as "Thompson Reuters Government Revenue Management" are the owners of this software. Their software manages the entire property life cycle, which has a Geographic Information System (GIS) integration, valuation, assessment administration, cashiering, tax billing and collection, delinquents and tax sales and the Computer Assisted Mass Appraisal (CAMA) Software.

Contractors desiring to provide services must deliver one (1) original and ten (10) typed written copies of their proposal to Department of Revenue and Taxation, Director's office, second floor, #1240 Army Drive, Barrigada, Guam 96913 no later than 4:00p.m., January 20, 2014.

Any proposals received after 4:00pm on January 20, 2014 will be rejected.

All proposals shall be sealed, addressed to Assessor marked as:

"PROPOSAL FOR 2013 REVALUATION/REAPPRAISAL OF REAL PROPERTY"

All information pertaining to the contractors technical and management approach to completing this project, as well as the proposed cost and timetable, shall be presented in the proposal. The proposal must address each issue in the Request of Proposal as well as amendments if any. All amendments must be acknowledged by the contractors.

The performance of the Revaluation / Reappraisal will be by phase with the final phase to be completed by **December 31, 2014**.

The DRT assumes no liability for the costs incurred by contractor in preparing their proposals for this service in response to the request for proposals. DRT reserves the rights to reject any or all proposals.

All parties who receive an Request for Proposal, either via the website or in person at the Department of Revenue & Taxation, Government of Guam and who are possible interested in submitting a proposal must register as an interested party filling out the "Acknowledgement of Receipt of Request for Proposal or Registration Card form attached hereto and made a part hereof and deliver it to Assessor, c/o Edmond Villanueva, Chief of Administrator, Department of Revenue & Taxation, Director's office, second floor, #1240 Army Drive, Barrigada Guam 96913 or by fax to (671) 633-2643. Companies or individuals who have registered with DRT are assured of receiving any amendments to the RFP, responses to inquiries and other procurement documentation. Acknowledgement of receipt to all amendments and responses to inquiries is required as part of any proposal and only registered contractors will be considered as "potential contractors". DRT maintains a procurement registration log as to those potential contractors who pick up copies of the RFP at DRT. In the event the contact information for a potential contractor changes during the procurement process, it shall be the potential contractor or contractors responsibility to update their registration contact information with DRT.

Questions concerning this Request for Proposal should be addressed to the Assessor, c/o Edmond Villanueva, Chief of Administrator, Department of Revenue & Taxation, Government of Guam in writing to #1240 Army Drive, Barrigada, Guam 96913. You may also fax your questions and concerns to the Assessor, c/o Edmond Villanueva, Chief of Administrator, Department of Revenue & Taxation to (671) 633-2643.

DEPARTMENT OF REVENUE & TAXATION
GOVERNMENT OF GUAM

John P. Camacho
Assessor

DATE: _____

Submission Requirements.

In addition to addressing each of the items in the specifications, the contractor must submit, as part of its proposal, the following information:

1. Project Proposal Form.
2. Summary of the Proposal's advantages and strengths.
3. A letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the contractor stating that the offer is effective.
4. A list of the contractor's completed revaluations programs.
5. Listing of all personnel to be assigned to the revaluation/reappraisal, including years of experience in current positions and other revaluations positions, municipalities served, and their roles in those revaluations. Resumes of personnel assigned shall also be included.
6. Description of methodologies used for assessing values for all taxable, exempt and unconstructed residential, commercial, industrial, government, special use improvements, utilities and special use improvements.
7. Description of sales analysis performed to verify accuracy of valuations.
8. Copies of the contractor's licenses.
9. Indication of how many years the contractor has been engaged as a company, corporation, partnership or specializing in revaluation services of the nature and scope as set forth in this RFP.
10. A statement that designates those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential.
11. A copy of all applicable memberships, certifications, or training.
12. A listing of other contracts under which Professional Services similar in scope, size, or discipline to the required Professional Services set forth in this RFP.
13. Contractor shall list all contracts with the DRT or any other government of Guam agency or corporation in the past ten (10) years.
14. Executed originals of the forms required under this RFP.
 - AG Procurement Form 002
 - AG Procurement Form 003
 - AG Procurement Form 004
 - AG Procurement Form 005

- AG Procurement Form 006 (With the most recent U.S. Department of Labor Wage Determination Applicable to Guam attached to it).
- AG Procurement Form 007

15. Contractors should review the statement of work and the evaluation criteria to further develop submissions based on necessary factors.

PROPOSAL PROCESS TIME TABLE

EVENT	DATE	TIME
Issue RFP	January 3, 2014	9:00am to 4:00pm
Inquiries or questions from interested contractors	No later than January 10, 2014	9:00am to 4:00pm
Office Visit	January 15, 2014	9:00am
Receipt of Sealed Proposals	January 20, 2014	9:00am to 4:00pm
Formal Presentation from Contractors	January 24, 2014	To be announced
Contract Award	February 14, 2014	

GLOSSARY OF TERMS

The following terms are used throughout specifications:

1. **ASSESSOR** – The individual of the Government of Guam, serving as the tax assessor.
2. **BOARD OF EQUALIZATION** – The board who reviews and certifies the Real Property Tax Assessment Roll and reviews the appeals applications.
3. **COMPANY** – A qualified firm that submits a formal proposal in response to these specifications.
4. **COMPUTER ASSISTED MASS APPRAISAL (CAMA) AKA PROVAL** – A procedure by which values are estimated for parcels by means of computer-based calculations incorporating statistical methods where appropriate. Residential parcels are often values by the sales approached, utilizing multiple regression analysis (MRA) of the adaptive estimation procedure (AEP), and direct sales comparison to the most comparable properties, as well as through the cost approach, utilizing land schedules, cost tables, and depreciation information. Vacant land parcels are valued through land schedules that are derived by MRA and AEP models of comparable land sales. Commercial, industrial, and utility properties are usually, valued through direct sales comparison using cost-based, income-based, and market-based value per unit data, as available and appropriate. Data adequacy and accuracy are key considerations in developing CAMA estimates. For reliable results, use of data outside the assessing unit may be necessary in the case or smaller assessing units and/or less-numerous types of property.
5. **CONTRACTOR** – The company that enters into an agreement with the municipality to provide the professional contract services described in these specifications.
6. **DATA COLLECTOR** – The individual who is responsible for the field collection and recording of all real property valuation data.
7. **DATA MAILERS** – A computer generated report listing, enumerating and describing selected data collected.
8. **DEPARTMENT OF REVENUE & TAXATION (DRT) – Government of Guam Agency.**
9. **FIELD REVIEW** – The process of identifying market value through the review of appropriate valuation documentation form the public right of way.
10. **FIELD REVIEWER** – The individual with experience and knowledge of valuation techniques employed on this project for the property categories of which he/she will be responsible.
11. **FINAL ASSESSMENT ROLL** – The final roll must be certified by the Real Property Tax Board of Equalization on or before October 31st, 2014. A Preliminary Real Property Tax

Assessment Roll will be prepared, for the Board of Equalization to review prior to certification, assessments and debt ceiling by September 1st, 2014.

12. **GRAND LIST** – The final data collected that will be entered into GPAS/CAMA software.
13. **GOVERNMENT PROPERTY ASSESSMENT SYSTEM (GPAS)** – Property Tax Software that manages the entire property life cycle, which is GIS (Geographic Information System) integration, valuation, assessment administration, cashiering, tax billing and collection, delinquents and tax sales.
14. **PARCEL** – Property description of all assessed lot, parcel, portion, tax map designated of real property.
15. **PRELIMINARY ASSESSMENT ROLL** – A preliminary assessment roll whose assessed values and exempt amounts are subject to appeals by the property owner before the Board of Equalization.
16. **PROJECT ADMINISTRATOR** - The official representative responsible for overall project management and analysis, direct project coordination and represents the Government in all contract administrative matters within this revaluation/reappraisal.
17. **REQUEST FOR PROPOSAL (RFP)** – The request for proposal contains specifications for the contractual services phase of the Government of Guam’s revaluation/reappraisal project as the senior document, the basis for resolving disputes.
18. **REAPPRAISAL** – The process of revaluating/reappraising each parcel. Reappraisal refers to the valuation of a single parcel.
19. **PHYSICALLY INSPECTING** – at a minimum, observing each property from the right of way in order to ascertain that the physical characteristics necessary for reappraising are complete and accurate.
20. **REAPPRAISING** – Developing and reviewing a new determination of market value for each parcel, based on current data, by the appropriate use of one or more of the accepted three approaches to value (cost, market value and income).
21. **REASSESSMENT** – A systematic review of the assessments of all land and improvements on Guam. A reassessment can be completed by a reappraisal of parcels, trending of parcels to current value or a combination of both.
22. **VALUATION** – The process of estimating market value for all parcels on Guam using the mass appraisal procedures which are in compliance with the Standard 6 of the Uniform Standards of Professional Practice of the Appraisal Foundation.

23. **VALUATION DATE** – All real property is valued by a certain date.

24. **VENDOR** – Company who submits their proposal for services.

25. **VERIFIED PARCEL** – A parcel for which the inventory data has been verified for completeness and accuracy, entered into the property tax software.

INTRODUCTION

This Request for Proposals (RFP) announces the Department of Revenue & taxation, Government of Guam, Tax Assessor's intent to update the Real Property Tax assessment records and value for all taxable and exempted properties of land, improvements, residential, commercial, industrial, vacant land, constructed and unconstructed and special use on Guam. The purpose of this RFP is to solicit proposals from qualified contractors to provide this type of services and to implement and convert the collected data on current property tax software.

The Government of Guam utilizes the Manatron's aka: Thompson Reuters Government Revenue Management software in which manages the entire property life cycle, which is GIS (Geographic Information System) integration, valuation, assessment administration, cashiering, tax billing and collection, delinquents and tax sales and the Computer Assisted Mass Appraisal (CAMA) Software.

Scope

The purpose of this effort to use the RFP process established under 5 GCA Government Operations, Chapter 5 Guam Procurement Law. The contractor shall enlist as professional services to assist the assessor of Guam with the revaluation process. The contractor shall apply the purposes and policies as mandated under this Chapter of the Guam Code Annotated Law.

Issuing Office

This Request for Proposal (RFP) is issued by the Department of Revenue and Taxation, Government of Guam.

Proposals will be submitted to the Assessor, c/o Edmond Villanueva, Department of Revenue and Taxation, Government of Guam at the following address:

Department of Revenue and Taxation
Director's Office
#1240 Army Drive
Barrigada, Guam 96913
Telephone: (671) 635-1817
Fax No/: (671) 633-2643

I. GENERAL INSTRUCTONS.

A. Site Visits to DRT. Contractor may request a pre-proposal site visit of DRT. Any information which contractor might obtain during such visits will neither be considered official nor binding on DRT unless confirmed by submission of follow-up written questions by contractor, and the receipt of subsequent written response(s) by DRT.

B. Duration of Proposal Validity. Proposals will be valid for one-hundred twenty (120) days following the closing date of the RFP. This period may be extended by written mutual agreement between contractor and DRT.

C. Formal Presentations. Contractors will be required to conduct a formal presentation (audio/visual) based on the requirements of the RFP for DRT's evaluators. A schedule for the formal presentation will be issued to contractors that submit a proposal. The formal presentation will be evaluated (ranked) as a part of the evaluation process outlined late in this RFP.

D. Explanation to Contractors. No oral explanation in regard to the meaning to terms and conditions of this RFP before the award of the proposal. Discrepancies, omissions or doubts as to the meaning of the specification should be communicated by contractor in writing to the named contact individual above for DRT as to receipt of proposals, for interpretation. Contractors should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specification, which will be forwarded to all prospective contractors and its receipt by the contractor should be acknowledged on the proposal form. **January 10, 2014 is the cut off date for all contractor's written inquires or questions to DRT.**

F. Amendments to RFP. The right is reserved as the interest of DRT may require revising or amending the terms of this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this RFP, and shall be identified as such, and shall require that contractors acknowledge receipt of any amendment. The amendment shall refer to the portions of the RFP it amends. Amendments shall be sent to all **registered contractors with DRT** who have received a request for proposal **and either registered in person at DRT for this RFP, or submitted the attached form to this RFP for that purpose to DRT.** Amendments shall be distributed within a reasonable time to allow contractors to consider 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.

G. Confidential/Proprietary Information. Any restrictions of the use of inspection of material within the proposal shall be clearly stated in the proposal itself. Contractor must state specifically which elements of the proposal are to be considered confidential / proprietary. Confidential / proprietary information must be readily identifiable, marked and separately packaged from the rest of the proposal. Co-mingling of confidential / proprietary and other information is NOT

acceptable. Neither a proposal and in its entirety, not the proposal price information will be considered / proprietary. If a proposal contains confidential information, a redacted copy of the proposal must be also submitted. Any proposal copyrighted or marked as confidential and proprietary and it's entirely shall be deemed materially non- responsive to the RFP, and may be rejected by DRT as being non-compliant / non-responsive with the RFP. Any information which will be included in any resulting contract cannot be considered confidential. DRT will make a written determination as to the apparent validity of any request for confidentiality. In the event DRT does not concur with the contractor's request of confidentiality a written determination will be sent to contractor.

H. Assignments / Subcontracts. Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal. No assignment or subcontract arrangement will be accepted without prior approval from DRT. Request for approval of assignment and subcontracts must be made with submission of Proposal. No assignment or subcontract arrangement will be accepted if request is not made with the proposal.

I. Past or Relevant Experience. The proposal should include a written, verifiable discussion of contractor's knowledge, understanding, and experience. A narrative of the ability to handle the work specified in the Statement of Work should also be included. If the contractor does not possess experience similar to the services required, the proposal should provide any pertinent information or experience that may qualify contractor. Contractor's experience should demonstrate a wide variety of appraisal and valuation experience. Contractor shall provide details on where/how the experience was gained, dates, what company and why contractor believes it is relevant experience. Contractor shall identify a minimum of five projects/customers, within the past five years, which demonstrates ability to provide appraisal/ valuation services. Additionally, contractor shall identify all projects undertaken on behalf of the government of Guam within the last ten (10) years.

DRT reserves the right to contact some or all of contractor's references provided in contractor's proposal as examples of experience to discuss and verify the information provided in the contractor's proposal. In addition, DRT may at its discretion, obtain and evaluate information from sources other than those provided by contractor, including external databases. The information gathered from these contacts will be used in the evaluation of contractor's past performance and relevant experiences.

Contractor's proposals shall include:

- Name and address of customer or client;
- Name, telephone number (both voice & fax if known) and e-mail address for a primary point-of-contact;
- Period of performance;
- Description of services performed, including types of valuation;

- Total fixed price, or estimated price of the contract/agreement;

J. Affidavit Re Disclosing Ownership and Commissions. The contractor shall submit an affidavit and represent its list of names and addresses of any person holding more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of proposal. The affidavit shall contain the number of shares or the percentage of assets of such partnership, sole proprietorship or corporation which have held by each person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying (5 GCA § 5233) (AG Procurement Form 002).

K. Affidavit Re Non-Collusion. The contractor shall submit an affidavit and represent that it certifies that the price submitted was independently arrived without collusion and has not intentionally committed anticompetitive practices (2 GAR §3126.b) (AG Procurement Form 003).

L. Affidavit Re Gratuities or Kickbacks. Contractor shall submit an affidavit that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities (2 GAR Sec 11107 Gratuities and Kickbacks of the Guam Procurement Regulations (AG Procurement Form 004).

M. Affidavit Re Ethical Standards. Contractor shall submit an affidavit and represent that it has not knowingly influenced and promises that is 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 Guam Procurement Regulations) (AG Procurement Form 005)

N. Declaration Re Compliance with U.S. Department of Labor (DOL) Wage Determination. Contractor shall submit an affidavit and represent that it will pay its employees and ensure its subcontractors pay its employees in full compliance with all applicable federal and local wage rules and regulations, 5 GCA §5801 & §5802 Wage Determinations. The most recently issued wage determination at the time a contract is awarded applies to the agreement (AG Procurement Form 006).

O. Affidavit Re Contingent Fees. Contractor shall submit an affidavit and represent that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract and represents that it is not in violation of 2 GAR DIV 4 Section 11108 (a)(1) as failure to do so constitute a breach of ethical standards (AG Procurement Form 007).

P. Equal Employment Opportunity. Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. Contractor will take affirmative action to insure that employees are treated equally during employment without regard to their race, creed, color or national origin.

II. PROPOSALS.

A. Separate Envelopes for Technical Proposal and Price Proposal. Contractors shall provide a price proposal to DRT, in a separate sealed envelope, marked with contractors name, and labeled' as "PRICE PROPOSAL" also provide its technical proposal in another separate envelop marked as stated above in the RFP on or before the date and time set for proposals to be received in this RPF. Contractors are advised that according to the Guam Procurement Regulations, submission of a price proposal is a certification by the contractor that prices in which were independently derived without collusion. Contractors shall provide a fixed rate that shall include the entire term of the contract, but also provide the cost as per Phase with clear deliverable for each Phase of the project. DRT will only open pricing from a contractor whose is evaluated as the best qualified in the evaluation process. Both the price proposal and the technical proposal must be signed by an official authorized to obligate contractor.

B. Late Proposals. Any proposals received after the date and time specified in this RFP will not be considered. The time of receipt of a proposal will be the date-time stamp placed by DRT on the proposal wrapper or other documentary evidence attached to the proposal.

C. Withdrawal of Proposals. Proposals may be withdrawn by written or facsimile notice received by DRT at any time prior to award. Proposals may be withdrawn in person by a contractor or the contactor's authorized representative, provided that the identification of the representative is verified and a receipt for the proposal is signed by the representative.

D. Oral Discussions. Contractors may be required to participate in oral discussion of their proposal. Should DRT elect to conduct such discussions for the purposes of proposal clarification, this will be accomplished by conference at a mutually agreeable time. Contractors should, however, present proposals which are complete and comprehensive in all ways since DRT reserves the right to award a contract without further discussions.

E. Ownership of Proposal. DRT has the right to retain the original proposal and other RFP response materials for it file. As such, DRT may retain or dispose of copies as it lawfully deems appropriate. Proposal materials may be reviewed by any person after the "Notice of Intent to make an Award" letter(s) has/have been issued. DRT has the right to use any or all information/material presented in reply to the RFP, subject to the limitation outlined in the clause, Confidential/Proprietary Information. Contractor expressly agrees that DRT may use the materials, any and all ideas and adaptations of ideas contained in any proposal received in response to this solicitation for all lawful DRT purposes, including by not limited to the right to reproduce copies of the materials submitted for purposed of evaluation, and to make the information available to the public in accordance to the provisions of Guam laws and regulations and the selection of rejection of contractor will not affect this right.

F. Opening of Proposals. Proposals shall not be opened publicly and will not be disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be established which shall include for all proposals, the name of each contractor, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of proposals shall be opened to public inspection only

after award of the contract. Proposals of the contractors who are not awarded the contract shall not be opened to public inspection pursuant to 2 GAR Division 4 Section 3114(h) (2).

G. Cost of Proposal Preparation. Proposal costs are at the contractor's own expense. DRT will not be responsible to reimburse responding contractors for any expenses incurred in preparing any proposal in response to the RFP.

H. Type of Contract and Contract Term. It is contemplated that a firm fixed price contract will be awarded. In addition to the provisions of this RFP any additional clauses or provisions required by the laws and regulations of the government of Guam that are in effect at the time of execution of the contract will be included. The term of the contract for this RFP will be three (3) years from the date of signature of the Governor. Although this is a fixed price contract with negotiated time tables and deliverables, the nature of the professional services being performed are such that there is an anticipated period near the end of performance where contractor shall continue to defend its work at no additional cost to DRT. In the event that an extension of time is needed for that portion of contractor's professional services, there may be an extension of the RFP contract term, up to a five (5) years. This RFP in its contractual terms also includes a Savings Clause in the event there is a change in federal or Guam laws with regard to the real property reassessment and re-evaluation that DRT is procuring contractor's professional services to complete.

I. Proposals. The proposal should be prepared simply and economically, providing a straightforward, concise delineation of the information provided to satisfy the requirements below. The proposal shall not merely offer to perform work in accordance with the solicitation, but shall outline the actual work process and understanding of assignments as specifically as practical. The Statement of Work reflects the problems and objectives of the program under consideration; therefore, simply repeating the statement of work requirements without sufficient elaboration will not be acceptable.

J. Errors and Omissions. DRT reserves the right to make corrections due to minor error of contractor identified in proposals by DRT. DRT has the right to request clarification or additional information from contractor.

K. Technical Approach in Revaluation/Reappraisal. Contractor shall specifically address how it will satisfy the performance requirements in the Statement of Work, including its methods and compliance with industry standards.

L. Management Plan. Contractor shall identify the manner in which it will organize, staff, and manage the work as outlined in the Statement of Work. The contractor shall describe its Training Plan.

M. Cancellation of the RFP. DRT may cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response to RFP. When such action is taken, it is determined to be fiscally advantageous to DRT, in other words, in the best interest of DRT.

III. EVALUATIONS FOR PROPOSALS.

A. Proposal Selection. DRT will be responsible for final selection of an acceptable proposal. DRT will endeavor to notify all respondents on or about 30 days after the deadline for receipt of proposals, that DRT has selected a consultant to negotiate a contract. Written notice an award will be public information and made of the contract file. After conclusion of validation of qualifications, evaluation, and discussion as provided in the section "Amendments to Request for Proposal", DRT will select in the order of their respective qualification and evaluation ranking, no fewer than three (3) acceptable proposals (or such lesser number if less than three acceptable proposal received) deemed to be the best qualified to provide the required service and must receive a minimum of 70% total rating.

B. Basis for Evaluation of Contractors. DRT will take the following steps in the selection process:

- First, DRT will evaluate contractor's technical proposal for qualification and responsiveness and will evaluate contractor's formal presentation; and then, rank the contractor's proposal, and determine the best qualified contractor.
- Secondly, DRT will open pricing from the highest ranked contractor enter into negotiations.
- Next, based on the results above DRT will then make an award in accordance with Guam Procurement Law to the best qualified contractor or enter into negotiations with the next best qualified contractor.

C. Selection Criteria. All evaluations of each contractor will be added together and averaged to determine a score for each individual contractor.

SELECTION CRITERIA	POINTS
Technical approach or plan for performing the required services.	45
Formal Presentation of methodologies, update GPAS/CAMA software and training.	15
The ability to perform the services as indicated by technical training and education, general experience, specific experience in providing the required services and the qualifications and abilities of personnel proposed to be assigned to perform the services.	20
The personnel, equipment and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.	10
Qualifications of the contractors past performances or similar to the scope of work.	10
TOTAL POINTS	100

D. Evaluation Committee. DRT shall establish a committee of no less than three (3) and no more than seven (7) individuals to review and evaluate proposals. Each evaluator shall rate all proposals received by DRT. Each evaluator will rate each contractor with a score between 1 through 100 based on the rating criteria above.

E. Negotiation and Award of Contract. DRT shall negotiate a contract with the best qualified contractor for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the contractor has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) determining that the contractor will make available the necessary personnel 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.

F. Formal Presentation (Audio/Visual). Contractor should conduct a formal presentation based on the requirements of the RFP. Basically, present the methodologies they will utilize to value on all properties on Guam, update DRT's current property tax software, mass mailing and conduct training.

G. Failure to negotiate Contract with Contractors initially selected as Best Qualified
If compensation, contract requirements, and contract documents cannot be agreed upon with the best qualified, contractor, a written record stating the reasons therefore shall be placed in the file and DRT will advise such contractor of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to negotiate a contract with the best qualified, DRT will enter into negotiations with the next most qualified contractor. If negotiations again fail, negotiations will be terminated as provided in this section and commence with the next qualified contractor.

Should DRT be unable to negotiate a contract with any of the contractors initially selected as the best qualified contractor, offers may be re-solicited or additional contractors may be selected based on original, acceptable submissions in order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

IV. COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws and regulations Governing Revaluation Activity: The contractor shall comply with all applicable laws of Guam. Real Property Tax is codified under Title II GCA, Chapter 24. Any failure to comply with applicable laws and regulations shall be reviewed by DRT and may be considered a breach of contract that leads to termination.

B. Laws and Regulations Governing Guam Procurement: Guam laws and regulations are available at the Guam Supreme Court, Office of Complier's website <http://www.justice.gov.gu/compileroflaws>. 5 GCA Ch. 5. The Guam Procurement Regulations are available at the Office of Complier's website 2 GAR Division 4. Additionally, the Guam Office of Public Accountability <http://www.guamopa.com/>, the Guam Office of Attorney General <http://www.guamag.org/> and the Department of Administration General Service Agency <http://bit.guam.gov/> all have useful procurement information and forms.

C. All Federal and Guam Laws and Regulations. The contractor shall comply with all applicable Federal and Guam laws and regulations.

D. Required Qualifications of Contractors. This is professional services procurement and the following qualifications of contractors are required:

E. Previous Experience. Contractor shall have a minimum of five (5) years of experience providing professional services in the areas of tax valuation and assessment. If a contractor fails to meet the five (5) year experience requirement, contractor may use the experience of a person or company owning at least a ten percent (10%) interest in the contractor a significant management position (as outlined in contractor technical proposal) to be compliant with this requirement. As a requirement of this RFP, contractor shall be required to disclose membership interests consistent with the 5GCA§5233.

F. Credentials. Contractor shall be licensed on Guam and shall be a Member of the Appraisal Institute ("MAI") or have similar training, experience, and qualifications.

G. Independence. To ensure the public interest is served, Contractor shall certify his or her objectivity and ability to perform necessary functions without delay or interference from competing interests.

H. Demonstrable Knowledge of Applicable DRT Software. Contractor will utilize the Guam Property Assessment System (GPAS) and the Custom Computer Assisted Mass Appraisal (CAMA) Proval software in the undertaking of this assignment. Relative to the real property, DRT utilizes the GPAS and CAMA Software on in house basis. Interested contractors must demonstrate that they are willing and able to work within the scope of the software. Knowledge of this software must be demonstrated relative to this RFP.

I. Reviewer and Appraisers. The reviewer and appraisers must hold a Certified General Appraiser License.

J. Personnel. Contractor shall provide experienced and qualified personnel in compliance with the requirements for the Equal Employment Opportunity provisions of the Federal and State

governments. Contractor shall submit a list to the Assessor, written qualifications of all personnel assigned to the project. All personnel must have prior approval of the Assessor and will be removed at any time, without reason, if requested by the assessor. All individuals contracted with this project will be sworn in for non-disclosure of information by the Department of Revenue and Taxation, disclosure officer.

K. Data Collectors. Data collectors shall have a high school diploma or equivalency and at least experienced in collecting data in the evaluation field. Any data collector who does not meet the above qualifications must work under the direct supervision of an appraiser or project supervisor. The assessor shall be notified of each data collector's name, starting date, qualifications, field assignments and individual's duties for the project.

L. Data Entry. Prior to being forwarded to contractor's data entry personnel, all data collection field sheets/cards must be hand delivered to the Assessor as scheduled on the time table schedule for deliverables. Contractor shall promptly correct any and all field cards determined to incomplete or accurate.

(1) Data entry employees must record the date and their initials or employee numbers on each property they input. If the data entry was found to have been completed and no employee initials have been imputed, those properties must be reviewed and compared to the initial data collection field sheets. In the event that a particular data entry employee is responsible for multiple data entry errors, that employee shall be promptly removed from the project.

(2) Upon completion all data collection field sheets/cards and other material used in the data collection phase shall be turned over to the assessor filed in order by parcel description and parcel identification numbers.

M. Proposed Key Personnel. Proposed key personnel should be identified and described based upon their recent experience in managing contracts/projects similar in nature, scope and size, and on the success of those projects. All individuals who will be involved in performing the Statement of Work must possess the necessary education and technical and professional expertise to serve in their designated roles. Proposals should specifically identify such person(s) and include their resume. The resume may include awards or recognition for services, special approaches, or concepts relevant to the required services. A copy of all licensing and certifications of the contractor and its key personnel shall be incorporated within the technical proposal submission.

N. Licensing. Contractor shall describe how it meets and will maintain compliance with the state and local licensing and/or bond requirements.

V. REQUIRED QUALIFICATIONS OF CONTRACTORS

This is professional services procurement and the following qualifications of contractors are required:

A. Previous Experience. Contractor shall have a minimum of five (5) years of experience providing professional services in the areas of tax valuation and assessment. If a contractor fails to meet the five (5) year experience requirement, contractor may use the experience of a person or company owning at least a ten percent (10%) interest in the contractor a significant management position (as outlined in contractor technical proposal) to be compliant with this requirement. As a requirement of this RFP, the contractor shall be required to disclose membership interests in which consistent with the 5GCA§5233.

B. Credentials. Contractor shall be licensed on Guam and shall be a Member of the Appraisal Institute ("MAI") or have similar training, experience, and qualifications.

C. Independence. To ensure the public interest is served, Contractor shall certify his or her objectivity and ability to perform necessary functions without delay or interference from competing interests.

D. Demonstrable Knowledge of Applicable DRT Software. Contractor will utilize the Guam Property Assessment System (GPAS) and the Custom Computer Assisted Mass Appraisal (CAMA) Proval software in the undertaking of this assignment. Relative to the real property, DRT utilizes the GPAS and CAMA Software on in house basis. Interested contractors must demonstrate that they are willing and able to work within the scope of the software. Knowledge of this software must be demonstrated relative to this RFP.

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G. Data Collectors. Data collectors shall have a high school diploma or equivalency and at least experienced in collecting data in the evaluation field. Any data collector who does not meet the above qualifications must work under the direct supervision of an appraiser or project supervisor. The assessor shall be notified of each data collector's name, starting date, qualifications, field assignments and individual's duties for the project.

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J. Licensing. Contractor shall describe how it meets and will maintain compliance with the state and local licensing and/or bond requirements.

VI. SCOPE OF WORK.

A. Scope of Revaluation / Reappraisal. Contractor is responsible to update property tax assessment records and value for all taxable, government, federal properties (may be subject to restrictions), exempted properties, vacant land, constructed or unconstructed improvements, residential, public utility, commercial, industrial, and special use properties on Guam.

B. Revaluation and Reappraisal Services to be provided. DRT requires a valuation update effective tax assessing year 2013. Contractor will value all real property, taxable and exempted as include in these categories: land, improvements, residential (single and multi-family), commercial, industrial, agricultural, non-agricultural, any special use type properties, vacant and leased land.

(1) Contractor shall determine the full and fair cash value and usage of all properties as described on Title 11, GCA Chapter 24.

(2) Contractor shall conduct a comprehensive sales analysis to determine both the level and the uniformity of existing assessments and to identify the source of any assessment inequities.

(3) Contractor's professional services shall comply with the following:

(i) All applicable Guam Laws including but not limited to Title 11, Chapter 24, GCA; 2012 and Standard 6 of Uniform Standards of Professional Appraisal Practice (USPAP); Appraisal Institute Best Practices, and;

(ii) All applicable laws to the assessment and taxation of real property on Guam and International Association of Assessing Officers (IMO) and the Standards on Mass Appraisal of Real Property.

(4) Contractor will utilize the Guam Property Assessment System (GPAS) and the Custom Computer Assisted Mass Appraisal (CAMA) Proval software in the undertaking of this assignment. Relative to the real property, DRT utilizes the GPAS and CAMA Software on in house basis.

(5) Interested contractors must demonstrate that they willing and able to work within the scope of the software. Knowledge of this software must be demonstrated relative to this RFP.

(6) With regard to other third party software contractor utilizes or shall use with regard to this RFP, any licensing arrangements relative said to the third party software and use of the software must be negotiated between contractor and their respective provider of the particular software package. Contractor will assume any and all costs associated with the third party licensing; and where applicable in this RFP provide appropriate training to DRT personnel.

C. Fair Market Value Data. The fair market value date of this project shall be March 4, 2013. Grand listing, pricing and valuation by the contractor of all taxable, government, federal properties (may be subject to restrictions), exempted properties, vacant land, constructed or unconstructed improvements, residential, commercial, industrial, and special use properties on Guam shall reflect the fair market value as of March 4, 2013.

D. Parcel Count. Contractor's price for the revaluation/reappraisal shall be based on the following anticipated parcel counts (**estimate count of parcel indicated**).

DESCRIPTION	NUMBER OF PINS
Residential	59,500
Commercial	1,418
Hotels	40
Exempt	5,223
Total Parcels	66,181

F. Records.

(1) Contractor shall provide all property record cards, owner cards, supplies, equipment, forms and paper to be used in this project at no additional cost to DRT.

(2) Contractor shall provide original or copies of all records and computations, including readable databases in connection of the revaluation/reappraisal of the properties on Guam, upon completion of the project or termination of the contract in good order:

- 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/or building values
- All documents of methods used for appraisals
- All documentation entered in the CAMA/GPAS software including all data of all property records
- Digital imaging (optional)
- All criteria, guidelines, price schedules or procedures used in the revaluation/reappraisal by contractor.

(3) All material and information provided to contractor by DRT or acquired by contractor in performance of the contract, whether verbal, written, recorded magnetic media, or otherwise, shall be regarded as confidential information, and all necessary steps shall be taken by the firm to safeguard the confidentiality of such material or information in conformance with federal and government statues and regulations. Contractor agrees not to release any information provided without the express written consent of DRT. Such consent will be given only for purposes that will enable contractor to discharge its responsibilities hereunder. All access to tax data will be subject to disclosure authorization.

(4) Assessor's records. Contractor shall use the property tax systems (GPAS/CAMA) for the revaluation/reappraisal project. All records taken from the files of Assessor in conjunction with this project shall be returned immediately following their use. None of Assessor's records shall be taken outside the corporate limits of the assessor without prior written permission of Assessor.

(i) Assessor will permit Contractor to use all residential building sketches on the GPAS/CAMA software and property records files. Contractor will be permitted to copy and update the sketches on the GPAS/CAMA software and the property record cards.

(ii) Assessor will provide the following:

- Contractor shall use the Guam Property Tax Assessment System Software and the Custom Computer Mass Appraisal (CAMA) Software. The assessor will provide the Contractor access to the software.
- Contractor shall use the current records which may be taken from the files of the Assessor in conjunction with appraisal work. All such records and maps shall be returned immediately following their use.
- Assessor will permit contractor to use all residential building sketches from existing data records, together with the outside dimensions of all auxiliary buildings such as garages, storages, porches, outside kitchens and swimming pools. Contractor will be permitted to copy and sketch all commercial and industrial properties, which are presently outlined on existing assessor's field cards.
- Assessor will provide the contractor a copy of the zoning map on file and/or access to the zoning data on the Tax Map software.
- Assessor will provide contractor access to utilize the TAX MAP Software. The software provides imagery views and layers of Guam for the periods of 1993, 2006, 2009, 2011 and 2012.
- Assessor will provide contractor access to utilize the Pictometry (Aerial Imagery Oblique Photography) software for the entire Guam. The last imagery was conducted and completed on April 2012.
- Assessor will provide the affidavits of true considerations of all sales transactions between the periods of March 2, 2009 to March 4, 2013.

G. Time Table of Scheduled Requirements.

TIME TABLE SCHEDULE OF REQUIREMENTS SUBMITTED

SUBMISSION REQUIREMENTS	DATE
Self-Addressed stamped (postage paid) data mailer (optional) sent to property owners at contractor's expense to pay all expenses.	
Complete and deliver to Assessor the residential analysis.	
Complete and deliver to Assessor the commercial, industrial, public utility and tax exempt analysis.	
Complete and deliver to Assessor the preliminary land study and values.	
Complete and deliver to Assessor the preliminary cost manual.	
Deliver, complete and update the CAMA/GPAS database with digital images (optional), property record cards with all measurements, listings, sketches, pricing and values to Assessor. Provide a GRAND LIST PRODUCTION INTERFACE.	
Assessor completed reviews and make final adjustments.	
Preliminary Real Property Tax Assessment Roll Review.	
Reviews of all Appeal Filed.	
Certification of the Final 2014 Property Tax Assessment Roll.	

1. Assessment Date: The completed appraisals upon approval of the Assessor, will serve as the basis for assessments effective on the Grand List of March 4, 2013.

2. Certified Written Progress Reports Every Thirty (30) Days. Thirty (30) days after the execution date of the contract, and the end of each thirty (30) day period thereafter for the term of the contract, contractor will certify, by written progress report to Assessor, the percentage of the total work completed under the contract which contractor had performed during the said thirty (30) day period. The itemization shall be categorized by each of the "STAGES of Completion" listed on the payment schedule.

3. Compensation- Ten Percent (10%) With Holding. DRT, upon determination by the Assessor and the certification of contractor concerning work during the period is accurate, will pay contractor a percentage of the total compensation under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by DRT for a payment to the contractor as such time it has performed fully and satisfactory all its obligations. The retained ten percent (10%) of the contract price is to be paid upon completion of all work and verification of the same by DRT.

4. Suggested Schedule and Percentage of Completed Work.

SUGGESTED SCHEDULE AND PERCENTAGE OF COMPLETED WORK

TASK	%	Amount
Office set up and project setup, CAMA conversion, Software installation and training.		
Data Mailers (optional), quality control and data entry.		
Residential Valuation		
Commercial Valuation		
Residential field reviews, documentation		
Commercial/Industrial field review		
Digital Imaging and documentation (optional)		
Notices, hearings, field work and data entry		
Project Finalization, CAMA/GPAS update.		

H. Assessment Notices: On or before September 1st. 2014 contractor shall provide assessment notices to all property owners setting forth the valuation that has been placed upon the property identified in the notice. All expenses will be at contractor's expense. Contractor will provide the needed information for the notice and provide the detailed information specifying the dates, times and places of, or process for setting appointments for the informal public hearings to be conducted by contractor. Such notices shall be prior approved by Assessor and contractor must provide Assessor with duplicate copies of the notices in parcel map or lot, name and parcel identification number order.

I. Informal Public Hearings (optional): After the complete review by the assessor of all the contractors work performance and deliverables. The contractor shall begin holding public hearings so that the owners of property or their legal representative's may appear to discuss the valuations and methods of arriving at value and assist the taxpayer in understanding the process and results.

The contractor shall keep record of all owners that requested hearings and the result of that hearing. The original or a copy of those shall be provided to the assessor.

The contractor shall be solely responsible for sending the notices to the property owners or legal representatives who appears at the hearings. The notice shall include the original valuation determined by the contractor and any adjusted valuation as deemed appropriate based on any information received at such hearing or statement that no change is warranted. Such notice shall be sent prior to the assessor's approval.

J. Board of Equalization Appeals: The contractor shall have a qualified member or staff available for attendance at any or all deliberations of the Board of Equalization appeals held after

the completion of the valuation to assist in the settlement of complaints and to explain the valuations made.

K. Litigation: In the event the appeal to the courts, the contractor at its sole cost and expense shall furnish a competent witness, to defend the valuation of the properties appraised.

L. Building Cost Schedules

1. General: The contractor shall prepare for usage in the project as hereinafter specified building cost schedules. These schedules will reflect the unit-in-place method based upon the square foot area of the buildings. These schedules shall be used in the computing the replacement cost of the tables for taxable or exempt residential, commercial, industrial and special use improvements.

2. Residential: residential cost schedules shall include schedules for various classifications, types, models, story of heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with the prices for different types of bathrooms, porches, garages and schedules for other building improvements usually found on residential property including swimming pools, tennis courts, gazebos and hot tubs.

3. Commercial: Regardless if the income approach is utilized, commercial building costs schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from based specifications.

4. Industrial and special structures: Regardless if the income approach is utilized, commercial building costs schedules shall be prepared in unit costs of materials in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from based specifications

5. Depreciation Schedules: Depreciation schedules or methods to be used in determining the amount depreciation, shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial and special use improvements.

M. Land Value Schedules

1. Appraisal of Land: Contractor shall appraise all land on Guam, including all taxable and exempt residential, vacant, commercial, industrial, agricultural, special use and public use improvements.

2. Land Value Study: Land shall be valued on the basis of an analysis of all sales data occurring the three year period March 2, 2009 to March 4, 2013. All factors affecting the

final values of land shall be considered, such as location, zoning, utilities, size, vacancy and zoning variances.

3. Land value inspection: Contractor will make necessary adjustments in value to compensate for topographical irregularities, such as steep slopes, swamps, irregular shapes and anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values.

4. Land Value Unit: The contractor shall prepare land unit analysis by acreage or fractional and must reflect the market for the appraisal land.

N. Appraisal of Residential Improvements and Structures

1. Physical Details: Contractor shall complete the listing of physical construction details of all residential buildings and structures and all structural improvements.

2. Physical Inspections: Contractor shall physically inspect any real property in which needs verification. Listing may include interior and exterior construction details, quality of construction, age and condition. Contractor will verify and correct the sketch of all major buildings and physical improvements.

3. Data Mailers (OPTIONAL): Contractor, as a quality check for the data, shall at their own expense, prepare and send out a self-addressed stamped data mailer to every owner of each improved property on Guam. These data mailers will include a cover letter explaining that the purpose and content of the mailers is to ensure the accuracy of the data concerning their property. The information collected will be used to determine their new valuation. The contractor will be responsible that the properties reporting discrepancies are reviewed for accuracy of the best available information including, a new inspection of the property.

The format and content of the data mailer, as well as the cover letters, shall be subject to the prior approval by the Assessor. The data mailers shall include, but not be limited to the data that may assist in the valuation the following information:

Property type classification	Parcel Size	Outbuildings
Number of bedrooms	Zoning	Water Heater
Number of bathrooms	Building Style	Swimming pools
Number of living rooms	Roof Style	Central Air Conditioning
Number of stories	Walls	Fencing

4. Field Review: All properties shall be reviewed by the contractor for accurate classification, correct listing and final value.

5. Fair Market Value: Pricing and valuation of all land and buildings must reflect the fair market value as of March 4, 2013.

6. Final valuation: The final valuation shall be the fair market value of the structures plus the fair market value of the land; such fair market values. In arriving to the fair market values of the structures, replacement cost less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property records cards and updated on the GPAS/CAMA software.

7. Training: The contractor will provide training for personnel at the end of the project. The contractor shall provide the personnel the documentation training materials, details of the user manuals and the plans for conduction the training. The training will be not cost for the Government of Guam.

O. Appraisal of Commercial, Industrial, Public Utility and Special Purpose Properties.

1. General: All commercial, industrial, public utility and special purpose buildings shall be a full measure and list. All said properties shall be inspected, classified, priced and reviewed in the same manner as residential properties as set forth above, except that the dimensions of all buildings shall be to the nearest foot and the height of the building shall also be recorded on the street card.

2. Descriptions: All buildings shall be identified and described as to component parts of construction, size, area, age, usage and present occupant(s) on the proper forms, as previously prescribed in these specifications.

3. Income Approach (Optional): Contractor shall utilize income and expense data gathered by the Government of Guam for income producing and, where appropriate, owner-occupied properties. Any income and expense data accompanying summary reports and rent schedules, when used by contractor shall become property of the Government of Guam.

4. Review: A final review and inspection shall be made in the same manner and for the same purposes as prescribed for residential properties. The reviewer, after having received prior approval of the assessor, shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible. The assessor shall be notified of the dates of any and all reviewing and is entitled and fully intends to accompany the reviewer during this entire phase of the revaluation.

P. CONTROL AND QUALITY CHECKS

1. Field Checks: The Assessor shall spot check in the field, properties picked randomly with or without the contractor's presence.

2. Building Permits: The contractor shall inspect all properties on which construction and/or demolition and make available to the assessor, all data relating to this construction and/or demolition along with all building permits or copies thereof issued during the course of the revaluation to determine that all new construction, additions and remodeling have been included in Contractor's appraisals.

3. Incomplete Construction: Contractor shall code as unfinished construction of all property cards which appear to have incomplete improvements on December 31st, 2014 as being the Grand List. The street card shall show the percentage of completion, based upon a schedule approved by the assessor, and reflect the percentage of completion in the valuation. At the completion of the Project, the contractor shall deliver a report to the assessor indicating which properties have been valued on the March 4, 2013 with the Grand List and were coded with unfinished construction.

4. Sales Analysis: Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. Any additional requests for sales analyses by the assessor shall be performed.

Q. The Statement of Work was prepared by Benedict L. Atoigue, Real Property Tax Program Administrator, Property Tax Staff and the Office of Information Technology.

VII. CONTRACTUAL CONDITIONS.

A. The following contractual clauses will become part of any contract awarded under this RFP. In the event a contractor has question with regard to any of these clauses it should be raised as part of a written request for clarification of the RFP to DRT in the same manner as any other contractor concerns as set forth above.

1. Prime Firm Responsibility. Contractor (as the prime firm) is solely responsible for fulfillment of this contract with DRT.

2. Subcontractors. Use of subcontractors shall be clearly explained in the proposal. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included. The selected contractor, as the prime firm; will be responsible for contract performance whether or not subcontractors are used. Contractor shall not subcontract or assign all or any part of the services to be provided under the contract to any third party without the prior written consent of the Director of DRT.

3. Warranty of Removal of Conflict of Interest. Contractor warrants that is has no interest, and shall not acquire any interest direct or indirect, which conflicts in any manner or degree with the performance of the contract.

4. Scope of Agreement. The contract resulting from the RFP supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retainment of contractor by DRT and contains all of the covenants and agreements between the parties with respect to such retainment in any manner whatsoever. Each party to the contract acknowledges that no representation, inducements, promises, or agreements; 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. Any modification of the contract will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and the entire agreement, the signature of the Director DRT is the only signature that will bind DRT.

5. Order of Precedence. The RFP, the successful firm's proposal, formal presentation, will be made any resultant contract and will be incorporated in the contract as if set forth verbatim. In the event of a contradiction between the provisions of the documents comprising this contract, the contradiction shall be resolved by giving precedence in the following order: (A) provisions of the Contract (as it may be amended); (B) provision of the RFP (as it may be amended); (C) provisions of the Proposal and Formal Presentation (as it may be clarified or amended).

6. Responsibility of Contractor. Contractor shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. Contractor shall, without additional cost to DRT, correct or revise all errors of deficiencies in its work. The awarded contractor shall agree to devote his or its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the Government of Guam.

DRT's review, approval, acceptance of, and payment of fees for, services required under the contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of contractor's failure to perform the services required, and the awarded contractor shall be and remain liable to the government of Guam for all costs of any kind which may be incurred as a result of contractor's negligent performance of any of the services required to be performed under the contract.

7. Notices. Notice to DRT and contractor shall be given in the same manner as notices to DRT and contractor in the RFP. However, each party may change the address by giving the other party written notice in accordance with this section.

8. System Code and Documentation Ownership. All system code and documentation required or produced, and created or customized by contractor, its employees, or subcontractors as a result of the services rendered under the contract arising from the RFP will become property of DRT. Ownership rights will recognize and provide that all agencies of the government reserve royalty-free, non-exclusive, and irrevocable license to provide, publish or otherwise use and to authorize others to use all system code and documentation which is required or produced as a result of the agreement.

9. Products and Services: Copyright. Contractor warrants that all deliverables, products, services and professional services delivered under this contract will not infringe upon or violate at any time any patent, copyright, trade secret, or other proprietary right of a third party. In the event of a claim by any third party against DRT, DRT shall promptly notify contractor and contractor shall defend such claim in DRT's name, at contractor's expense, and shall indemnify and hold harmless DRT against any loss, expense, or liability arising out of such claim, whether or not such claim is successful. Contractor must consult with the Attorney General of Guam as to any defense or settlement actions undertaken in keeping with this clause; as well as cooperate fully with the requests of the Attorney General of Guam as the chief attorney for the government of Guam.

10. Right to Publish. Throughout the term of the contract, contractor shall secure the Director of DRT's written approval prior to the release of any information, whatsoever which pertains to work activities covered by the contract.

11. Ownership of Documents. All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of DRT including all publication rights and copyright interests, and may be used by DRT without any additional cost to DRT. All documents that form part of the RFP are the property of DRT and cannot be reproduced without DRT's authorization.

12. Confidentiality. All material and information provided to contractor by DRT or acquired by contractor in performance of the contract, whether verbal, written, recorded magnetic media, or otherwise, shall be regarded as confidential information, and all necessary steps shall be taken by contractor to safeguard the confidentiality of such material or information in conformance with federal and government statutes and regulations. Contractor agrees not to release any information provided without the express written consent of the Director of DRT. Such consent will be given only for purposes that will enable contractor to discharge its responsibilities hereunder. All access to tax data will be subject to disclosure authorization.

13. Approval of Contractor Personnel. Contractor certifies that the personnel identified in its response to the RFP are the persons actually assigned to the project. Any additions, deletions, or changes in personnel designated as key personnel in the contractor's proposal must be submitted to DRT, with the exception of personnel who have terminated employment. Replacements for personnel are subject to the approval by DRT. DRT reserves the right to request replacement of any individual working under this contract.

14. Professional Standard. Contractor agrees to maintain professional standards applicable to its profession. At all times pertinent to this contract contractor shall maintain all professional certifications and business licenses required in Guam and other states in which it does any portions of professional service in this procurement.

15. Authority. This RFP is issued subject to all the provisions of the Guam Procurement Law and Regulations. All parties involved in the preparation, negotiation, performance, or administration of the contract are to act in good faith.

16. Compliance with Requirements. Contractor shall comply with all specification and other requirements of the RFP in the performance of this contract.

17. Licensure. Contractor shall be fully licensed to do business on Guam prior to the execution of the contract resulting from the RFP.

18. Terms of Payment. Contractors must propose a deliverable-based payment schedule as part of their proposals, and the negotiated and agreed upon deliverable-based payment schedule will be a part of the contract by attachment and incorporation. Contractor shall be compensated upon the clearance of invoices by DRT. Payment shall be based upon the negotiated agreed compensation and the other terms of this contract.

19. No Performance Bond shall be required for the Procurement. Contractors should note that a substantial payment hold back and strict liquidated damages will be utilized to hold the selected firm accountable and liable for completion of all proposed work. There will be a hold-back of ten (10%) ("Retainer") of all payments amount until final completion and acceptance of all the deliverables and work covered by this contract. The Retainer will be held as security for the full and proper performance of the contract by contractor and shall be returned to contractor at the end of performance of services and upon the acceptance of all Deliverables by DRT. However, if the Director of DPT any time after fifty (50%) of the deliverables and work covered by this contract has been complete, finds that satisfactory progress is being made, the Director of DPR may authorize payment in full of each progress payment for work performed beyond the fifty (50%) stage of completion. Also, whenever the work is substantially complete, if the Director of DRT considers the amount in retained to be in excess of the amount adequate for protection of DRT or the government of Guam, the Director of DRT at his discretion, may release to contractor all or part of the amount in the Retainer.

20. Time for Completion. It is hereby understood and mutually agreed by contractor and DRT that the time for completion of performance of each phase of its professional services and delivery of deliverables is an essential part of this contract. If contractor refuses or fails to perform any of the provisions of this contract within in the time tables agreed it will be deemed a default under this contract. DRT will hold contractor liable and will enforce the requirements set forth in the "Termination" and "Liquidated Damages" provisions set for in the contract, as well as any other remedies and causes of action it may have as against contractor.

21. Liquidated Damages – Failure to Meet Performance Requirements. When the contractor is given notice of delay or nonperformance as specified in the "Termination for Default" of this contract and fails to cure in the time specified, contractor shall be

liable for damages of delay in the amount of five hundred (\$500) dollars per calendar day, as is set forth in more detail in the Termination for Default clause herein.

22. Deduction of Damages from Payments. Amounts due to DRT as liquidated damages may be deducted by DRT from any money payable to contractor pursuant to this contract. DRT shall notify contractor in writing of any claim for liquidated damages pursuant to this provision at least thirty (30) days prior to the date DRT deducts such sums from money payable to contractor.

23. Review and Approval of Deliverables. The review and approval of all completed work (also referred to as "deliverables") will be undertaken by the staff of DRT or its designated agents. All completed work must be in conformance with the requirements set forth in this document. DRT staff or its designated agents will review all work after it is completed and submitted by contractor in accordance with the following:

(i) Completed deliverables and all supporting documentation shall be submitted for review and approval.

(ii) DRT staff shall determine whether or not the deliverables meet the agreed specifications of the contract; and whether or not all time and date requirements have been met.

(iii) If the deliverables are accepted by DRT, contractor will be so notified in writing through a "Notice of Acceptance" letter.

(iv) If any deliverable or any portion of a deliverable is not acceptable, DRT shall notify the firm in writing of their deficiency (ies).

(v) If any deliverable is determined to be unacceptable, DRT may exercise its rights under the Termination for Default Provision of the contract. If contractor is permitted to alleviate the deficiency (ies), it will have ten (10) working days from the date of receipt of written notification from DRT to bring the deliverable into compliance with the requirements of the contract.

24. Invoices. Invoices shall contain the following information: (a) contractor's name and date of invoice and; (b) contract no. or other authorization, for the delivery of professional services; and (c) a detailed description of the professional services and deliverables actually delivered and; (d) the name, title, phone number, and complete mailing address of the official and office where payment is to be sent and; (e) contractor's Federal Tax Identification Number. Failure to provide the above information may result in DRT withholding payment.

25. Final Payment and Release of Claims. Final payment shall be made upon satisfactory delivery and acceptance of all deliverable, products, and professional services as herein specified and performed under the contract. Prior to final payment; and as a condition precedent thereto, contractor shall execute and deliver to DRT, a release in a form approved by the department of claims against DRT arising under and by virtue of the contract.

26. Changes. DRT may at any time, by written order, make any change in the services to be performed hereunder, provided the change is within the general scope of work agreed to between the parties and as set out in this Request for Proposals.

(i) Change Order. By a written order, at any time, and without notice to surety, the Director of DRT may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following: (i) drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for Guam in accordance therewith; (ii) method of shipment or packing; or (iii) place of delivery.

(ii) Adjustments of Price or Time for Performance. If any such change order increases or decreases contractor's cost of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, any adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of the contract. Failure of the parties to agree to an adjustment shall not excuse the contract from proceeding with the contract as changed, provided that DRT promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(iii) Time Period for Claim. Within 30 days after receipt of a written change order under this clause, unless such period is extended by the Director of DRT in writing, contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar contractor's claim unless DRT is prejudiced by the delay in notification. (a) Claims Barred After Final Payment. No claim by contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. (b) Other Claims Not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled,

“Claims Based on the Director of DRT’s Actions or Omissions, Notice of Claim Clause’, or for breach of contract.

27. Stop Work Order.

(i) Order to Stop Work. The Director of DRT may, by written order to contractor, at any time, and without notice to any time, and without notice to any surety, require contractor to stop all or any part of the work called for by this contract. This order shall be for specified period not exceeding 90 days after the order is delivered to contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work expires, or within any further period to which the parties shall have agreed, DRT shall either: (a) Cancel the stop work order; or (b) Terminate the work covered by such order as provided in the “Termination for Default Clause” or the “Termination for Convenience Clause” of this contract.

(ii) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if: (a) the stop work order results in an increase in the time required for, or in the contractor’s cost properly allocable to, the performance of any part of this contract; and (b) contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Director of DRT decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(iii) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

28. Price Adjustments.

(i) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways: (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable; (b) by unit prices specified in the contract or subsequently

agreed upon; (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon; (d) in such other manner as the parties may mutually agree; or (e) in the absence of agreement between the parties, by a unilateral determination by the Director of DRT of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Director of DRT in accordance with generally accepted accounting principles and Guam Procurement Laws and Regulations.

(ii). Submission of the Cost or Pricing Data. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of 2 GAR Division 4 §3118 (Costs or Pricing Data). If such change causes an increase or decrease in the costs of doing the work, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. However, any modification of the contract will be effective only if it is in writing signed by the parties and approved by the Governor of Guam.

28. No DRT Liability. DRT assumes no liability for any claims, accidents, or injuries that may occur to contractor, its agents, dependents, subcontractors, employees, or employees of its subcontractors. DRT shall not be liable to contractor for any work performed by contractor prior to the approval of the contract by the government. Contractor expressly waives any and all claims for services performed in expectation of the contract prior to the approval of the approval of the contract, and if applicable prior to its receipt of a Notice to Proceed.

29. Insurance. Contractor shall procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance and Errors and Omission Insurance coverage for the performance of its professional services set forth in this contract. Contractor shall provide certificates of such insurance to DRT when required and shall immediately report in writing to the Director of DRT any insurance claims filed.

(i) Workers Compensation Insurance. Workers' Compensation Insurance that covers all employees of contractor working in any capacity in the contractor's services under this contract, in the amount as required by Guam law.

(ii) Commercial General Liability Insurance. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. Contractor shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than one million dollars

(\$1,000,000.00) for bodily injuries or death per occurrence, and not less than three hundred thousand (\$300,000.00) for damages to property. Such policy shall insure the government of Guam and its respective agents and employees with respect to liability as a result of the performance of professional services set forth in this contract.

(iii) **Automobile Insurance.** Contractor shall be responsible to provide automobile insurance for employees with comprehensive form and include coverage for owned vehicles.

(iv) **Professional Liability Insurance.** Contractor Professional Liability insurance in a form acceptable to DRT with a limit of liability of not less than \$1000,000 per occurrence and naming DRT as loss payee.

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

32. Retention and Access Requirements for Records. Contractor shall retain all records pertinent to the contract for a period of no less than three (3) years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Contractor shall provide access and the right to examine all records related to the contract to DRT, the government of Guam Public Auditor or their authorized representatives.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with funds from this contract funds must be retained for 3 years after its final disposition.

Contractor shall provide access to DRT; the government of Guam Public Auditor, or any of their authorized representatives to its sites where its records for its professional services under this contract are being kept, and such access shall not limited to the required retention period but shall last as long as the records are kept.

Contractor shall ensure that DRT and the government of Guam Public Auditor, or their authorized representatives have access to all subcontractors' records, and that all

subcontractors maintain their records related to services under this contract for the retention period above.

33. Termination.

(i) Termination for Defaults.

(a) **Default.** If contractor refuses or fails to perform any of the provisions of the contract with such diligence as will ensure its completion within the time specified in the contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract DRT may notify contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by DRT, the Director of DRT may terminate 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 DRT may procure similar supplies or services in a manner and upon terms deemed appropriate by DRT. 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 professional services.

(b) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the government, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in possession of the contractor in which DRT has an interest.

(c) **Compensation.** Payment for completed supplies delivered and accepted by DRT shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Director of DRT; if the parties fail to agree, the Director of DRT shall set an amount subject to contractor's rights under Guam laws and regulations. DRT may withhold from the amount due contractor, such sums as the Director of DRT deems to be necessary to protect DRT against loss because of outstanding liens or claims of former lien holders and to reimburse DRT for the excess costs incurred in procuring similar professional services.

(d) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by contractor to make progress in the prosecution of the work here under which endangers such performance) if contractor has notified DRT within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; act of the public enemy;

acts of and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, contractor shall not be deemed to be in default, unless the professional services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit contractor to meet the contract requirements. Upon request of contractor, DRT shall ascertain the facts and extent of such failure, and, if the Director of DRT determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of DRT under the clause entitled "Termination for Convenience". As used in this clause the term "subcontractor" means subcontractor at any tier.

(e) Erroneous Termination for Default. If, after notice of termination of contractor's right to proceed under the provisions of this clause, it is determined for any reason that contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this contract, the rights and obligations of the parties shall be the same as the if the notice of termination had been issued under the clause entitled "Termination for Convenience".

(f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under the contract.

(ii) Liquidated Damages. It is agreed that in the event contractor is given notice of delay or nonperformance as specified in the Termination for Default Clause of the contract and fails to cure in the time specified, it would be impracticable or extremely difficult to fix actual damage and therefore, the contractor agrees that on breach of this contract it will pay DRT as liquidated damages, and not as a penalty, the sum of FIVE HUNDRED DOLLARS (\$500) per calendar day the breach continues, which sum represents a reasonable compensation for the loss incurred because of breach, from the date set for cure, or until (a) DRT reasonably obtains similar professional services, if the contractor is terminated for default, or (b) until contractor provides the professional services, if contractor is not terminated for default. To the extent that the contract's delay or nonperformance is excused under of this contract, liquidated damages shall not be due DRT. Contractor remains liable for damages caused other than by delay.

(iii) Termination for Convenience.

(a) Termination. DRT may, when the interest of DRT so requires, terminate the contract in whole or in part, for the convenience of DRT. DRT shall give written notice of the termination to contractor specifying the part of the contract terminated and when termination becomes effective.

(b) Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. DRT may direct contractor to assign contractor's right, title, and interest under terminated orders or subcontractors to DRT. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) Right to Deliverables and Supplies. DRT require contractor to transfer title and deliver to DRT in the manner and to the extent directed by DRT: completed professional service deliverables; and such partially completed professional service deliverables that may then exist, including, plans, drawings, information, and contract rights ("deliverables") as contractor has specifically developed, produced or specially acquired for the performance of the terminated part of the contract. Contractor shall, upon direction of DRT, protect and preserve all intellectual property and other property; contractor may control or be in possession contractor, in which DRT has an interest in under this contract. If DRT does not exercise this right and with, first, there being an express condition that there is no implication of any breach of contract by DRT in its exercise of its right to terminate the contract for convenience; then to the extent to which there is any property governed by the Uniform Commercial Code of Guam, contractor shall use best efforts to sell such property in accordance with the standards of that law.

(d) Compensation When There Is A Termination for Convenience. 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 §3118 (Cost or Pricing Data) of the GAR bearing on such claim. If contractor fails to file a termination claim within one year from the effective date of termination, DRT may pay contractor, if at all, an amount set in accordance with this contract.

DRT and contractor may agree to a settlement provided contractor as has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Costs or Pricing Data) to the Guam Procurement Regulations and that the settlement not exceed the total contract price plus settlement costs reduced by payments previously made by DRT, the proceeds of any sales of deliverables, supplies and materials under this contract, and the contract price of the work not terminated.

Absent complete agreement under this agreement, then the disputes resolution clause of this contract shall apply.

34. Mandatory Disputes Clause.

(i) DRT and contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then contractor shall request DRT in writing to issue a final decision within sixty days after receipt of the written request. If DRT does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then contractor may proceed as though DRT had issued a decision adverse to contractor.

(ii) DRT shall immediately furnish a copy of the decision to contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(iii) DRT's decision shall be final and conclusive, unless fraudulent or unless contractor appeals the decision.

(iv) This subsection applies to appeals of DRT's decision on a dispute. For money owed by or to DRT under this contract, contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen (18) months after the decision is rendered by DRT or from the date when a decision should have been rendered. For all other claims by or against DRT arising under this contract, the Office of the Public auditor has jurisdiction over the appeal from the decision of DRT. Appeals to the Office of the Public Auditor must be made within sixty (60) days of the government's decision or from the date the decision should have been made.

(v) Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(vi) Contractor shall comply with DRT's decision and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the contract, except where contractor claims a material breach of the contract by DRT. However, if DRT determines in writing that continuation of professional services under the contract is essential to the public's health or safety, then contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by DRT.

35. Claims against DRT. The Government Claims Act (5 GCA §6101, *et seq.*) applies only with respect to claims of money owed by or to DRT under the contract resulting from this Request for Proposals. Contractor consents to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum. For a copy of the Guam Claims Act, please visit the web site of Guam's Compiler of Laws. URL <http://www.justice.gov.gu/compileroflaws>.

36. Physical Liability. If it becomes necessary for contractor, either as principal, agent, or employee, to enter upon the premises or property of the government of Guam in order to perform professional services, construct, erect, inspect, make delivery or remove property under the contract, contractor agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries, or damage to any person or property during the progress of the professional services or work that is part of this contract, and to be responsible for, and to indemnify and save harmless the government of Guam from payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such services or work, and fines, penalties and the loss incurred for or by reason of the violation of ordinance, regulations, or the laws of Guam or the Federal government, while the services are being performed or work is in progress. Contractor will carry insurance to indemnify the government of Guam against any claims for loss, damage, or injury to property or persons arising out of performance of contractors or its employs or agents, including but not limited to, the use, misuse or failure of any equipment used by contractor, its employees or agents, and shall provide certificated of such insurance to the government of Guam when required.

37. Liability. Contractor assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes and for contributions to employment compensation funds and shall maintain at contractor's

expense all necessary insurance for its employees including but not limited to worker's compensation and liability insurance for each employee.

38. Taxes. Contractor is responsible for paying its Business Privilege Tax on payments received under the contract. If any work is to be performed on Guam, then contractor may be subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on Guam taxes may be obtained from the Director of the Department of Revenue and Taxation, Government of Guam, PO Box 23607, GMF Guam 96921.

39. Licensing. Contractor shall maintain all professional certifications and business licenses applicable to its profession, professional development and as to its scope of scope of services under this contract.

40. Contract Subject to Availability of Funds. This contract and any renewal of the contract is subject to the appropriation, allocation and availability of funds and if for any reason whatsoever DRT has insufficient funds to cover the costs of the contract, and then the contract shall terminate according to the procedure described in the contract.

41. Consent to Jurisdiction and Venue. Contractor consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of the procurement, except as otherwise may be provided by the Guam Procurement Law. Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

42. Mandatory Representation by Contractor.

(i) Ethical Standards. With respect to this contract and any other contract that contractor may have, or wish to enter into, with any government of Guam agency, contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

(ii) Prohibition against Gratuities and Kickbacks. With respect to this contract and any other contract that contractor may have or wish to enter into with any government of Guam agency, contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

(iii) Prohibition against Contingent Fees. Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam or its agencies.

(iv) Restriction on Employment of Sex Offenders. Contractor warrants that no person in his employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of contractor relative to this contract on government of Guam property; with "government of Guam property" for the purposes of this clause in this professional service contract also including; " any place that contractor, of its subcontractor have contact with the people of Guam as part of the professional services being rendered". If any person employed by contractor and providing professional services under this contract is convicted subsequent to the parties entering into this contract, then contractor warrants that it will notify DRT of the conviction within twenty-four hours (24) of the conviction, and will immediately remove such convicted person from providing professional services under this contract. If contractor is found to be in violation of any of the provisions of this paragraph, then DRT shall give notice to contractor to take corrective action. Contractor shall take corrective action within twenty-four hours of notice from the government, and the contractor shall notify the government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours (24) of notice from DRT, then DRT in its sole discretion may suspend the contract temporarily.

(v) Wage and Benefit Compliance.

(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the government in this contract, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801. The contractor shall be responsible for flowing down this obligation to its subcontractors.

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

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

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

(e) Any violation of contractor's or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions DRT may have under this procurement, in the event there is a violation in the process set forth above, contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year. During the probationary status, a contractor shall not be awarded any contract by any instrumentality of the government. A contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor's Declaration of Compliance with Wage Determination Laws AG Procurement Form 006 with the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is part of this procurement. Contractor agrees to provide upon written request by DRT written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by DRT contractor shall submit source documents as to those individuals providing direct services in part or whole under the contract, and contractor's payments to them of such wages and benefits.

43. Binding Signatory. Any contract and any modification thereto, are not binding until signed by the Governor of Guam.

44. Claims Based on the Director of DRT's Actions of Omissions.

(i) Notice of Claim. If any action or omission on the part of the Director of DRT, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by contractor for additional compensation, damages, or an extension of time for completion, contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided: (a) contractor shall have given written notice to the Director of DRT, or designee of such officer: (i) prior to the commencement of the work involved, if at that time contractor knows of the occurrence of such action or omission; (ii) within thirty (30) days after contractor knows of the occurrence of such action or omission, if contractor did not have such knowledge prior to the commencement of the work; or (iii) within such further time as may be allowed by the Director of DRT in writing. (b) This notice shall state that contractor regards the act or omission as a reason which may entitle contractor to additional compensation, damages, or an extension of time. The Director of DRT or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Director of DRT or designee of such officer. The notice required above should describe as clearly as practicable, at the time it is given, the reasons why contractor believes that additional compensation, damages, or an extension of time may be remedies to which contractor is entitled; and (c) contractor maintains and, upon request, makes available to the Director of DRT within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

(ii) Limitations of Clause. Nothing herein contained, however, shall excuse contractor from compliance with any rules of law precluding any government of Guam officers and employees and any contractors, from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

(iii) Adjustment of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the terms of this contract and the laws and regulations of Guam.

45. Technology Access for Blind or Visually Impaired. Contractor acknowledges that no government funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the

public unless it provides blind or visually impaired individuals with access, including interactive use of equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired.

46. Severable Provisions. If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.

47. Effective Date of Contract. The contract shall take effect upon the signature of all the required parties and approval by the Governor of Guam.

48. Nondiscrimination in Employment. Contractor agrees: i) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, age, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (ii) to include a provision similar to that in Subsection (i) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

49. Assignment. The contract or any sums due to contractor may not be assigned without the prior approval of DRT.

50. Compliance with Americans with Disabilities Act (ADA). Contractor must meet all requirements of the Americans with Disabilities Act.

51. Compliance with Immigration Reform and Control Clause. Contractor will verify identity and work authorization of employees assigned to the project who are hired after November 6, 1986 and of any persons newly hired and assigned to the project within three (3) days of hire.

52. Omissions. In the event that DRT or contractor discovers any material omission in the provisions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing and DRT and contractor shall, therefore, promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective of the contract.

53. Savings. DRT and contractor acknowledge the possibility that substantial changes in federal and local laws and regulations applicable to the contract could occur and expressly agree to re-negotiate the contract as necessary to comply with such changes.

54. Governing Law. The validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the government of Guam.

55. Department not Liable. DRT assumes no liability for any accident or injury that may occur to contractor, his or her agents, dependents, or personal property while en route to or from DRT or during any travel mandated by the terms of this contract. DRT shall not be liable to contractor for any work performed by contractor prior to the approval of the contract agreement by the Governor of Guam, and contractor hereby expressly waives and all claims for professional services performed in expectation of the contract prior to its approval by the Governor of Guam.

56. Independent Contractor Status. Contractor understands that its relationship with DRT is an as an independent consultant or contractor, and not as an employee of the government. No employee benefits such as insurance coverage, participation in the government retirement system, or accumulation of vacation or sick leave shall accrue to the offeror or its individual employees, if any. No type of tax will be withheld from payments made to the awarded offeror.

57. Integration. The contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainer of the chosen contractor, and contains all the covenants and agreements between such parties with respect to the retainer in any manner whatsoever. Each party to the contract shall acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract, and that no other agreement, statement, or promise not contained in the contract will be valid or binding.

60. General Compliance with Laws. Contractor shall comply with all federal and local laws and regulations applicable to the professional services performed.

61. Survival. All warranties, intellectual property rights, confidentiality obligations and indemnification clauses shall be deemed to have been relied upon the other party, and shall survive completion of this contact and shall not merge in the performance of any party hereto.

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

63. Contract Term. The contract term shall be from the date of the Governor's signature until a period of three (3) years after. This is a fixed price contract with a negotiated time table for performance of services and completion of deliverables; however, the nature of the professional services being perform are such that there is an anticipated period near the end of performance where contractor shall continue to defend its work at no additional cost to DRT. In the event that an extension of time is need for that portion of contractor's professional services, there may be an extension of the RFP contract term, up to five (5) years. This contract also includes a Savings Clause in the event there is a change in federal or Guam laws with regard to the real property reassessment and re-evaluation that DRT is procuring contractor's professional services to complete.

B. Disclaimer. All statistical and fiscal information contained in the RFP, and any appendices or attachments of this contract reflect the information available to the government at the time of preparation of the above-cited documents. DRT does not warrant the accuracy of any such information and shall not be liable for any errors or the results of errors, which may be discovered, at any time, to exist in those statements.

VIII: LIST OF FORMS.

- a. Affidavit re Contingent Fees
- b. Affidavit Disclosing Ownership and Commission
- c. Affidavit re No Gratuities or Kickbacks
- d. Declaration re Compliance with U.S. DOL Wage Determination
- e. Current U.S. DOL Wage and Hour Determination Occupancy Listing
- f. Affidavit re Non-Collusion
- g. Affidavit re Ethical Standards

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement:

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

WC 05-2147 (Rev.-15) was first posted on www.wdaj.gov on 06/25/2013

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

Wage Determination No.: 2005-2147
 Revision No.: 15
 Date Of Revision: 06/19/2013

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	FOOT/OTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		12.75
01312 - Secretary II		15.38
01313 - Secretary III		17.17
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		16.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.18
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06
05220 - Motor Vehicle Mechanic Helper		10.12
05250 - Motor Vehicle Upholstery Worker		12.10
05280 - Motor Vehicle Wrecker		12.10
05310 - Painter, Automotive		12.37
05340 - Radiator Repair Specialist		12.10
05370 - Tire Repairer		7.91
05400 - Transmission Repair Specialist		14.10
07000 - Food Preparation And Service Occupations		
07010 - Baker		10.47
07041 - Cook I		9.54
07042 - Cook II		11.78
07070 - Dishwasher		7.27
07130 - Food Service Worker		7.78
07210 - Meat Cutter		11.86
07260 - Waiter/Waitress		7.59
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		14.38
09040 - Furniture Handler		8.85
09080 - Furniture Refinisher		14.38
09090 - Furniture Refinisher Helper		14.66
09110 - Furniture Repairer, Minor		12.51
09130 - Upholsterer		14.38
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		8.23

11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.33
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electrocardiographic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.82
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.82
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I (see 1)	15.73
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircraft Training Devices Instructor (Non-Rated)	24.23
15020 - Aircraft Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.90

23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.76
28210 - Gate Attendant/Gate Tender	13.10
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	10.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoreman Occupational Services	
29010 - Blocker And Reeler	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.03
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	21.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Cr Surface Programs (see 2)	20.74
30621 - Weather Observer, Senior (see 2)	21.06
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.57
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61

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, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead acids, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee whose 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 5.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2005, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vii)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor.

For review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.