



Dipáttamenton Kontribusion yan Adu'ána

DEPARTMENT OF

**REVENUE AND TAXATION**

GOVERNMENT OF GUAM

Gubetnamenton Guáhan

## REQUEST FOR PROPOSAL

### REAL PROPERTY TAX ASSESSMENT, TAX ROLL, AND BILLING SERVICES FOR TAX YEAR 2026

**ISSUED BY:** Department of Revenue and Taxation  
1240 Army Drive  
Barrigada, Guam 96913

**PROPOSAL NO:** DRT-2026-001

**ISSUE DATE:** June 29, 2026

**DEADLINE:** July 17, 2026

**NAME AND LOCATION OF PROJECT:**

Department of Revenue and Taxation, 1240 Army Drive, Barrigada, Guam 96913

**AGENCY DIVISION:** Real Property Tax Division

**MARIE P. LIZAMA**

Director

Department of Revenue and Taxation



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# **Section I.**

## **INSTRUCTIONS TO OFFERORS**

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## **A. PURPOSE**

The Department of Revenue and Taxation (DRT) is soliciting this Request for Proposal (RFP) to seek qualified and experienced offerors to provide, implement, and support a comprehensive Real Property Tax and Billing System. The purpose of this RFP is to obtain professional services to design, configure, integrate, and maintain a solution capable of managing property tax assessment, ownership records, parcel data, improvements, tax roll generation, billing, reports, and statutory compliance with the Real Property Tax Laws on Guam. The issuance of this RFP does not constitute a commitment by DRT to award a contract.

## **B. TYPE OF CONTRACT TO BE OFFERED AND TERM**

The initial term of the contract resulting from this RFP will be for **five (5) months** upon its full execution by all necessary parties. After the Governor of Guam approves the contract, and when the Department of Revenue and Taxation issues a written Notice to Proceed (NTP) or formally notifies the awarded Contractor that services may commence.

**No Cost Extension Terms.** Any resulting contract is subject to the availability of funds. Should the awarded vendor require additional time to complete any contract objectives, for good cause, and at the sole option of the Department of Revenue and Taxation, the resulting contract may be extended, as agreed by both the vendor and the Director of Department of Revenue and Taxation, with no additional obligation of any funds by the Department of Revenue and Taxation ( a “No Cost Extension Term”). If the Department of Revenue and Taxation elects to extend the contract, the Extension Term shall be exercised by the Department of Revenue and Taxation in accordance with the applicable terms and conditions of 2 CFR Part 200 and any applicable terms and conditions. The exercise of any No Cost Extension Term shall be documented through the execution of a written determination signed by the Procurement Officer and the Director of the Department of Revenue and Taxation and placed in the contract file before the end date of the period of performance.

## **C. INSTALLMENT PAYMENTS**

Offerors submitting Proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in any awarded contract and tied to satisfactory completion and progress of assigned tasks and/or deliverables.

## **D. REQUEST FOR PROPOSALS PACKAGE AND FORMS**

The Proposal Registration Form and Request for Proposals (RFP) packet will be available on **June 29, 2026**, at the Department of Revenue and Taxation, **Director’s Office, 1240 Army Drive, Barrigada, Guam 96913, from 8:00 A.M. to 4:00 P.M. Chamorro**

**Standard Time (ChST), Monday – Friday, excluding holidays and weekends, or viewed and downloaded from DRT’s website at [www.guamtax.com](http://www.guamtax.com).**

All prospective offerors are required to complete a Proposal Registration Form to register their contact information to ensure receipt of any notices regarding changes or updates to the RFP. Offerors who downloaded the RFP packet are required to register by submitting a completed Proposal Registration Form via email to [DRT.Procurement@revtax.guam.gov](mailto:DRT.Procurement@revtax.guam.gov).

#### **E. SUBMISSION OF PROPOSALS AND DUE DATE**

**Sealed hard copy Proposals shall be submitted, including one (1) fully executed original and five (5) copies.**

**Failure to submit the forms in the required number or format may be grounds for rejection of Proposals due to non-responsiveness. The narrative Statement of Qualifications, which consists of the total of all of the responses to Paragraphs K, L, M, N, O, P, and Q below, shall not exceed twenty (20) pages total (exclusive of resumes, qualifications of staff members under Paragraph M, and exhibits).**

By submitting a Proposal in response to this solicitation, the Offeror agrees to accept and comply with the terms and conditions included in the attached sample contract, the terms and conditions incorporated in this RFP, and to be bound by all applicable federal law, the terms and conditions of any funding source, Guam’s Procurement Law, and the Guam Procurement Rules and Regulations.

The Offeror further agrees that the Proposal offer shall remain open and firm, and may not be withdrawn for one hundred twenty (120) days after the conclusion of discussions. In no case will failure to inspect or review existing conditions constitute grounds for a claim or for the withdrawal of a Proposal after opening. Proposals conditioned upon receiving the award of both the contract being solicited in this RFP and another contract will be rejected as non-responsive.

**Proposals must be received no later than July 17, 2026, by 4:00 P.M., Chamorro Standard Time (ChST). Proposals received after the closing time for receipt will not be considered. Office hours for receipt of Proposal are Monday through Friday (excluding government of Guam Holidays), 8:00 A.M. to 4:00 P.M. Hard copy Proposals may be hand-delivered, delivered by mail, or delivered by other courier service to:**

**The Department of Revenue and Taxation  
Director’s Office  
1240 Army Drive, Barrigada, Guam 96913  
Telephone: (671) 635-7681**

Each Offeror submitting a Proposal for any portion of the work covered by the RFP, the Proposal, or the Proposal Documents shall execute all required affidavits or certification

forms in the form provided with this RFP. Such affidavits and certification forms must be attached to the Proposal. Any forms that are required to be notarized must be notarized no more than thirty (30) days before submission of the Proposal. Failure to submit all required forms may result in rejection of the Proposal.

#### **F. PRE-PROPOSAL CONFERENCE/SITE VISIT**

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

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

At any pre-proposal conference or site visit, DRT may provide verbal answers to questions from offerors, but **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL DRT RESPONSE.**

#### **G. NO PRE-PROPOSAL DISCUSSIONS WITH OFFERORS**

No oral discussion, explanation, or instructions regarding the meaning of any provision of this RFP will be allowed or given on or before the submission due date for all Proposals.

#### **H. QUESTIONS/COMMUNICATIONS WITH OFFERORS PRIOR TO PROPOSAL SUBMISSION AND SINGLE POINT OF CONTACT**

**Any correspondence or communication with DRT by a potential offeror must be made in writing to the following point of contact, referencing the following:**

**Department of Revenue and Taxation  
Request for Proposal  
Real Property Tax Assessment, Tax Roll, and Billing Services for Tax Year 2026  
Proposal No: DRT-2026-001  
Mikel Espiritu, Management Analyst III  
Katrina Hodges, Special Projects Coordinator  
1240 Army Drive  
Barrigada, Guam 96913  
Email: [DRT.procurement@revtax.guam.gov](mailto:DRT.procurement@revtax.guam.gov)**

**Submission to any questions for the Request for Proposal and shall be communicated in writing on or before Monday, July 7, 2026, 4:00 P.M., Chamorro Standard Time (ChST).**

The Department of Revenue and Taxation will notify all offerors who registered of any substantive modifications or clarification provided in response to any timely and properly submitted written questions. The Department of Revenue and Taxation may extend any applicable dates or due dates if any circumstances or information significantly amend the solicitation or make compliance with the original proposal due dates impractical. The Department of Revenue and Taxation is not required to respond to untimely and improperly submitted questions or communications.

No other oral or written communications concerning possible discrepancies, omissions, objections, or doubts as to the meaning of any provision of this FP shall be submitted to the Department of Revenue and Taxation at any time before the submission date for Proposals, except as permitted by Guam's Procurement Law and Guam's Procurement Rules and Regulations. Any communication concerning the provisions of the RFP initiated by an offeror, other than a timely submission of permitted pre-proposal questions: 1) shall contain a citation to the Guam code sections or Guam procurement regulation that authorizes the communication; 2) shall be submitted in writing; and 3) shall only be communicated to the above-designated point of contact. The Department of Revenue and Taxation is not required to respond to any communications that do not comply with the requirements of this paragraph or any untimely communication.

## **I. OTHER COMMUNICATIONS**

Discussions after the submission due date for Proposals and before award for the purpose of clarifying and/or modifying timely Proposals submitted by the Offerors are permitted in accordance with 2 GARR, Div. 4 § 3114(i) and/or 2 GARR, Div. 4 § 3116. (See also General Terms and Conditions, Clarification/Discussion of Proposals.)

Direct or indirect contact or communication concerning this RFP with any other The Department of Revenue and Taxation employees, other employees or representatives of the government of Guam who are participating in the solicitation process, or any other person participating in the solicitation process is strictly prohibited at all times during the solicitation process and before award of the contract, unless such contact or communication is specifically authorized by Guam's Procurement Law and Guam's Procurement Rules and Regulations.

## **J. PROPOSAL FORMAT AND CONTENT**

**All Proposals and Proposal Documents must be submitted in writing. Submission shall contain the Offeror's name and the name of the Offeror's authorized representative, along with the following caption: "Real Property Tax Assessment,**

**Tax Roll, and Billing Services for Tax Year 2026,” Request for Proposal (RFP) DRT-2026-001.**

**Offerors must submit their written Proposals and Proposal Documents in a sealed envelope to include:**

- 1. One (1) original and five (5) copies of the Offeror’s written Proposal and Proposal Documents.**

**The outer envelope shall be marked with the Offeror’s name and the name of the Offeror’s authorized representative, and include in bold letters, “Real Property Tax Assessment, Tax Roll and Billing Services for Tax Year 2026”, Request for Proposal (RFP) DRT-2026-001, and shall be in the following format:**

**Real Property Tax Assessment, Tax Roll, and Billing Services for Tax Year 2026  
Request for Proposal (RFP) DRT-2026-001  
Offeror’s Name:  
Offeror’s Authorized Representative:  
Offeror’s Address:  
Submittal Date:  
Submittal Time:  
Attention: DRT’s Point of Contact**

- 2. One (1) Price Proposal shall be submitted in a separate sealed envelope, placed in the envelope containing a written proposal and all required proposal documents and items. The price proposal must include a detailed cost breakdown for each service provided under this RFP.**

**The outer envelope of the price proposal shall be marked in bold letters, “Real Property Tax Assessment, Tax Roll, and Billing Services for Tax Year 2026” Request for Proposal (RFP) DRT-2026-001.**

Proposals and Proposal Documents shall be filled out in ink or typewritten and signed in black or blue ink. Erasures, strikeouts, or other types of changes made to a Proposal, which are evident on its face, must be explained or noted over the signature of the Offeror. Unexplained erasures or alterations, and omissions to the Proposal or Proposal Documents may be cause for rejection by the government.

**All Proposals must include a Cover Letter;**

- A cover letter on the Offeror’s letterhead, listing the legal name of the Offeror, location of the Offeror’s principal place of business, location of the formation of the Offeror’s business entity, and current place(s) of operation and other projects. This cover letter must be signed in the legal name of the Offeror and by an authorized officer, representative, agent, or employee of the Offeror who has the authority to bind the Offeror. The Department of Revenue taxation may request proof of authority to bind the Offeror.**

- Offeror's federal employer identification number;
- Designation and name, title, and contact information of the offeror's representative for matters related to the RFP;
- A statement that the offeror's proposal is valid for a minimum of one hundred twenty (120) days from the Proposal submission deadline contained in the RFP; and
- Signature of Offeror's authorized representative.

All Proposals must contain a concise narrative including a statement of qualifications addressing the aforementioned bulleted items, the evaluation criteria set forth in this solicitation, and information described in the Scope of Services. All costs associated with the preparation of a Proposal in response to this RFP shall be solely the Offeror's responsibility. The Department of Revenue and Taxation shall not be liable for any costs incurred by a potential Offeror in connection with this RFP. By submitting a Proposal, the Offeror expressly waives any right it may have against the Department of Revenue and Taxation for any expenses incurred in connection with the preparation of its Proposal, unless otherwise entitled to such expenses by law.

All Proposals must follow and address each evaluation criterion and must include all the requested information. Failure to adhere to the prescribed format or omission of required information may result in a lower evaluation score and may result in rejection of the proposal. Supporting graphical information, i.e., photos, drawings, and illustrations, may be provided to support the information given in the Proposal; such material will not be separately evaluated, but may be utilized as supporting documentation.

Cost or Pricing Data will be required from any Offeror selected to conduct contract negotiations, to be submitted prior to the negotiations. A Certification of the Cost or Pricing Data will also be required from the Offeror with whom a successful contract is negotiated. The Cost or Pricing Data and/or Certification of the Cost or Pricing Data shall be requested separately by the Department of Revenue and Taxation when required. Neither the Cost or Pricing Data nor a Certification of the Cost or Pricing Data shall be submitted with the Offeror's Proposal.

**The following is a listing of all Proposal Documents that must be completed, signed, and/or notarized if required, and included in the envelope with the written Proposals:**

- Cover letter referencing Request for Proposal (RFP) DRT-2026-001, which lists the contents of the Proposal and all required information about the Offeror, as outlined in this Paragraph
- Offeror's Proposal addressing all informational items and factors required in the RFP
- Proof of any required licensure to perform the Services on Guam (unless not required until a later time pursuant to the terms of this RFP)
- Affidavit Disclosing Ownership and Commissions (AG Form 002) (attached)
- Affidavit re: Non-Collusion (AG Form 003) (attached)

- Affidavit re: No Gratuities or Kickbacks (AG Form 004) (attached)
- Affidavit re: Ethical Standards (AG Form 005) (attached)
- Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006) (attached)
- Affidavit re: Contingent Fees (AG Form 007) (attached)
- Current U.S. Department of Labor Wage and Benefit Determination (SCA) (attached)
- Subcontractor Utilization Form (attached)
- Conflict of Interest Disclosure Form (attached)
- Certification of Non-Employment of Convicted Sexual Offenders (attached)

**The failure to include any items of information required by this Paragraph, or any of these documents and forms with the Proposal, may result in rejection of the Proposal. All Proposals and Proposal Documents must be fully completed and signed. Any Proposal Documents that are required to be notarized must be notarized prior to submission, but no more than thirty (30) days prior to submission.**

#### **K. PLAN FOR PERFORMING THE SERVICES**

As part of the written Proposal, Offerors shall submit a plan for the proposed Project outlining the components, qualities, uses, and benefits of the Offeror's proposed solution, along with a comprehensive plan for performing the Services, providing as much detail as is practical explaining the Offeror's Proposal and how any Services contained in the Scope of Services will be performed and how any objectives outlined in the Scope of Services will be achieved. The Offeror shall describe the advantages of the proposed plan, and the Offeror's method for performing the Services, avoiding problems and delays, and resolving conflicts. The Offeror's proposed plan should describe any processes in detail for the functions being addressed and identify any outstanding issues the proposed solution may present. The proposed plan shall further describe the Offeror's approach to completing this Project on budget, on schedule, with high quality, and how the Offeror's proposed plan will offer the Department of Revenue and Taxation and the government of Guam the most advantage.

#### **L. ABILITY, QUALIFICATIONS, EXPERIENCE, AND QUALITY OF PERSONNEL, EQUIPMENT, AND FACILITIES**

As part of the written Proposal, Offerors shall submit the qualifications and a brief work history of the identified personnel to be assigned to the Project, addressing, in particular, any proposed Project Manager and core Project staff or Key Personnel. The work history and qualifications shall not exceed (2) two pages per staff member. The Offeror shall also submit a detailed, but brief description of the following:

- Provide a Project Organizational Chart of designated or key personnel to be assigned to this Project, with identification of their project roles and description of their area of responsibilities and the location of their office.

- Identify the Project principal, Project manager, assistant Project manager, key staff, subcontractors, and their qualifications and experience as it relates to this Project.
- List the Project Team, key personnel, and/or subcontractor experience on similar projects.
- Quantify the time commitment of key personnel or team members during the Project life cycle.
- Unique qualifications of key personnel or team members.
- Qualifications and relevant individual technical training, education, and experience, including degree(s), year, and discipline, and active registrations and licenses with number and jurisdiction. Include the description of the specific role performed by each individual on each project listed, highlighting projects of similar size and scope where the individual's role is similar to his/her role on this Project.
- Provide a detailed description of the resources, equipment, and facilities that are currently available to perform the Services or can be demonstrated to be available to perform the services at the time of contracting.

Offerors shall also submit a detailed description of the benefits and quality of any resources, equipment, and/or facilities Offeror intends to utilize to perform the Services, which may not be currently available, but will be made available, or can be demonstrated to be made available at the time of contracting. All Offerors, when identifying Key Personnel in their Proposal, must accurately, comprehensively, and correctly provide the information about the key person(s) requested in the solicitation. Inaccurate information in the Proposal constitutes a material misrepresentation and could result in rejection of the Offeror's Proposal.

#### **M. AVAILABILITY AND CAPACITY OF THE OFFEROR TO PERFORM**

As part of the written Proposal, Offerors shall submit a brief explanation of when and how the Offeror is available or will be available and has the capacity to provide the services listed in the Scope of Services. The explanation shall address how the Offeror's current workload can accommodate the addition of a contract of this type; the Offeror's current or demonstrated available resources; and how the Offeror will implement Quality Assurance/Quality Control measures. This statement shall not exceed four (4) pages.

The Proposal should provide a clear description of all specific project staff or subcontractors who are intended to work on the Project, the nature, extent, and manner of their involvement, and their availability for the Project. The Proposal shall also address the availability of any equipment or facilities that may be used to provide the services. As part of this Proposal description, Offerors must include the following:

- Identify and describe the current and projected workload of all designated personnel or subcontractor(s), including a list of ongoing projects and his/her role on these ongoing projects.
- Describe the procurement, involvement, management, and availability of any

subcontractors.

- Describe how the current workload of each designated personnel or subcontractor can accommodate the addition of this Project.
- Describe the approach and organizational capabilities to perform the Services on time and within budget.
- Detail the extent of each designated personnel member's and subcontractor's involvement in providing the Services.
- Describe the internal quality and cost-control measures or procedures.
- Provide a disclosure of financial resources sufficient to demonstrate an ability to complete this Project.
- Provide a detailed description of how any required resources, equipment, and facilities will be obtained or made available to perform the Services.

#### **N. OFFEROR'S RECORD OF PERFORMANCE ON SIMILAR PROJECTS**

As part of the written Proposal, the Offeror is required to provide proof to the Department of Revenue and Taxation that it has delivered a quality work product on similar projects. The Department of Revenue and Taxation is interested in related experience on Guam, other U.S. Territories, and the 50 states, and such work is relevant. The Offeror shall provide its past performance record. The offeror should demonstrate a track record of effective planning, scheduling, and on-time delivery, and successful performance on its projects. The offeror should also demonstrate a track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence. Emphasis should include the quality of work and the timeliness of delivery. The submittal shall not exceed four (4) pages.

The Proposal shall include:

- A list of projects similar in scope and with emphasis on experience in Real Property Tax Assessments or such work that is relevant to the Scope of Work. The list shall identify project name, project description, location, client references including contact name, address, and telephone number, completion date, project budget, project role, type of services provided, highlighting work performed similar in scope, and other pertinent information.
- A list of the Offeror's record of schedule performance (list original schedule versus completion date) and explain any schedule deviations.
- A history of performance on projects similar in scope to this RFP that the Offeror was involved with over the **past five (5) years**. This description of Offeror's performance history should demonstrate Offeror's teamwork, cooperation, fair dealing, client service, and establishment of relationships of mutual trust and confidence.

#### **O. OFFEROR'S GENERAL EXPERIENCE AND PAST PERFORMANCE**

As part of the written Proposal, the Offeror is required to provide proof to the Department of Revenue and Taxation that it has delivered a quality work product in a majority of its areas of work and projects. The Offeror shall provide its past performance record on any projects **performed in the last five (5) years**, for all projects which are not encompassed by the list required in the previous Paragraph. The offeror should demonstrate a track record of effective planning, scheduling, and on-time delivery, and successful performance on its projects. The offeror should also demonstrate a track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence. Emphasis should include the quality of work and the timeliness of delivery. This submittal shall not exceed three (3) pages.

The Proposal shall include:

- A list of all projects performed in the **last five (5) years**, which are not included in the list required in the paragraph above for similar projects. This list shall identify project name, project description, location, client references, including contact name, address, and telephone number, completion date, project budget, project role, type of services provided, highlighting work performed, and other pertinent information.
- A list of the Offeror's record of cost performance on these projects (original contract award amount versus final contract cost) and explain any cost deviations.
- A list of the Offeror's record of schedule performance (list original schedule versus final completion date) and explain any schedule deviations.
- A history of performance on these other projects that the Offeror was involved with **over the past five (5) years**. This description of Offeror's performance history should demonstrate Offeror's teamwork, cooperation, fair dealing, client service, and establishment of relationships of mutual trust and confidence.

**P. AGE AND SIZE OF OFFEROR'S BUSINESS**

The Proposal shall include a statement of the offeror's business and the average number of employees over **the last five (5) years**.

**Q. REQUEST FOR NON-DISCLOSURE OF CONFIDENTIAL DATA**

After the award, the winning Proposal becomes a part of the public record of procurement. Offerors may request that portions of their Proposal be kept confidential. If an Offeror is submitting trade secrets or proprietary information in its Proposal that it wishes to keep confidential, then a written request for non-disclosure must be included with the Proposal, and those portions of the Proposal that are proprietary must be clearly marked or designated. Material so designated shall accompany the Proposal and shall be readily separable from the Proposal in order to facilitate inspection of the non-confidential portion of the Proposal. However, prices and makes and models or

catalogue numbers of the items offered, deliveries, and terms of payment of the winning Proposal shall be publicly available at the time of the Notice of Award, regardless of any designation to the contrary. Any Proposals marked or designated as "Confidential" or "Proprietary" for the entirety of the Proposal shall be rejected.

After receipt of a request to designate portions of the Proposal as confidential, the Department of Revenue and Taxation will examine the request. Department of Revenue and Taxation may review the material declared to be confidential to determine the validity of any requests for non-disclosure of trade secrets and other proprietary data identified in writing. The Department of Revenue and Taxation will then inform the Offeror of its decision on the request in writing. If the parties do not agree as to the disclosure of certain data, the Offeror may then withdraw the Proposal or submit a protest if permitted by law. If the Proposal is not withdrawn and no protest is received, then the Department of Revenue and Taxation may disclose those portions of the Proposal for which a non-disclosure request was not granted.

## **R. EVALUATION FACTORS FOR PROPOSALS**

Proposals will be evaluated only on the Evaluation Factors listed in this RFP. The quality of Offerors' written Proposals shall be determined using the following Evaluation Factors and the listed associated possible scoring totals. Written Proposals scoring less than 70 points may be rejected from consideration for the award of the contract. The total of 100 possible points is broken down as follows:

EVALUATION FACTORS	SCORE
<p><b>Quality of Proposal Content and Plan for Performing the Required Services:</b>  Overall quality, comprehensiveness, and value of the Proposal's presentation regarding the Services that provide the most benefit to Guam, and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflicts. The Offeror's approach to completing this Project on budget, on schedule, with high quality, and the Offeror's plans to meet the Department of Revenue and Taxation's goals for the Services. The Plan shall include a Proposed Project Schedule.</p>	<b>30 Points</b>
<p><b>Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities:</b>  Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror's resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.</p>	<b>20 Points</b>
<p><b>Availability and Capacity of Offeror:</b>  The Offeror's current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by the Department of Revenue and Taxation. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.</p>	<b>20 Points</b>
<p><b>Offeror's Record of Past Performance on Similar Projects:</b>  The Offeror's specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling, and on-time delivery performance on similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence.</p>	<b>15 Points</b>
<p><b>Offeror's General Experience and Past Performance:</b>  The Offeror's general experience in all areas of its work. A demonstrated track record of effective planning, scheduling, and on-time delivery performance on those schedules. Successful performance of all past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence.</p>	<b>10 Points</b>
<p><b>Age and Size of Offeror's Business</b>  The age of the offeror's business and average number of employees over a previous period of time, as specified in Paragraph P, if used. If this factor is added, all point totals must be adjusted accordingly.]</p>	<b>5 Points</b>

**S. MULTIPLE, ALTERNATE, OR LATE PROPOSALS**

**Multiple, alternate, or late Proposals submitted will not be accepted.**

**T. ALL OR NONE PROPOSALS**

Proposals may not limit acceptance to the entire Proposal offering. Proposals that violate this provision shall be deemed to be nonresponsive.

**U. AMENDMENTS TO REQUEST FOR PROPOSALS**

The Department of Revenue and Taxation reserves the right to amend this RFP at any time, as provided under Guam's Procurement Law and Guam's Procurement Rules and Regulations. Changes will be announced by an amendment or amendments to this RFP and shall be identified as such. Each Amendment shall refer to the portions of the RFP it amends. Amendments shall be sent to all parties known to have registered for and received an RFP package. Amendments shall be distributed to allow prospective Offerors time to consider the amendments in preparing their Proposals or other documents. The Department of Revenue and Taxation may extend any due date if any amendment makes compliance with the original due date impractical.

**V. PRICE PROPOSALS**

At the time of submission of the Proposal, all Offerors are required to submit a Price Proposal. For all Price Proposals submitted with the Proposals, the Price Proposal shall be submitted in a separate, sealed envelope and marked as stated in Paragraph J of the Instructions to Offerors Section of the RFP.

**All Price Proposals shall include a proposed Project budget addressing the entire time of performance only.**

A unit price shall be given for each type of service, and such unit prices shall be the same throughout any resulting contract, except to the extent price adjustments may be provided in the solicitation and resulting contract. All deliverables will be payable upon completion, delivery, approval, and acceptance by the Department of Revenue and Taxation. Monthly or other regularly scheduled deliverables should be itemized and priced by task. Regularly recurring monthly tasks each be listed as discrete items, and the sum of all recurring monthly costs should equal the total monthly invoicing/pricing amount for regular recurring tasks. Travel expenses must be included in the Offeror's service rates and pricing (or the hourly rates which are built into the cost of the deliverable) and may not be billed or priced separately.

Any price adjustments must be agreed to by the Parties and shall be in accordance with the Price Proposal or any cost or pricing data submitted. Price adjustments in the Price Proposal may be considered as a result of documented changes in the pricing of materials or labor.

Pursuant to 2 CFR § 200.324(b), if the Offeror is selected for negotiations, the Department of Revenue and Taxation and the Offeror “must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.” *Id.* Offeror’s Price Proposal must include profit as a separate line item in its proposed budget and pricing.

#### **W. COST OR PRICING DATA AND CERTIFICATION OF COST OR PRICING DATA**

Cost or Pricing Data will be required from any Offeror who is selected to conduct contract negotiations. The Cost or Pricing Data shall be submitted to the Department of Revenue and Taxation’s Procurement Officer prior to beginning price negotiations at any reasonable time and in any reasonable manner requested by the Department of Revenue and Taxation. The Cost or Pricing Data documentation is separate from the Offeror’s Price Proposal; such data shall be specifically identified in writing by the Offeror as Cost and/or Pricing Data. The Offeror is required to keep this data current until the negotiations are completed.

In addition, a Certification of the Cost or Pricing Data will also be required from the Offeror with whom a contract is successfully negotiated. The Certification of the Cost or Pricing Data shall be separately provided to the successful Offeror by the Department of Revenue and Taxation when required. The Offeror shall certify as soon as practicable after the agreement is reached on price that, to the best of the Offeror’s knowledge and belief, the cost or pricing data submitted are accurate, complete, and current.

Neither the Cost or Pricing Data nor a Certification of the Cost or Pricing Data shall be submitted with the Offeror’s Proposal; these documents shall only be submitted when and as requested by the Department of Revenue and Taxation. However, in the event that the Department of Revenue and Taxation does not make a request, the Cost or Pricing Data must be submitted by the Offeror selected to participate in negotiations prior to the start of any negotiations. Failure to submit Cost or Pricing Data may result in the termination of contract negotiations.

#### **X. STATUS OF FUNDING AND COMPLIANCE WITH FUNDING TERMS AND CONDITIONS**

Funds are presently available for this solicitation. The government’s obligation under any proposed contract is contingent upon the availability of funds from which payment for contract purposes can be made. The issuance of this solicitation does not compel the award of any contract. **Funding for services pursuant to this RFP will be provided from the Government of Guam funds.**

#### **Y. WAGE AND BENEFIT REQUIREMENTS**

Whenever the government of Guam enters into a procured contractual arrangement with an Offeror for the provision of a service to the government of Guam, and the Offeror employs a person(s) whose purpose, in whole or in part, is the direct delivery of the

service contracted by the government of Guam, then the Offeror 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 the 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 the Offeror by the government of Guam shall be used to determine the wages which shall be paid to employees pursuant to Guam's Procurement Law, if applicable. 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 Guam's Procurement Law, that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply, if applicable. In addition to the required Wage Determination, any contract to which this requirement applies shall also contain provisions mandating health and similar benefits for employees, 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.

To ensure compliance with these provisions, Offeror must complete and attach Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006), located at Section VIII of this RFP, to the Proposal. Failure to complete, sign, and submit this document with the Proposal will result in rejection of the Proposal. The offeror must also attach the most current applicable Wage Determination issued by the U.S. Department of Labor for Guam and the Marianas Islands, located at Section X of this RFP, to the Proposal. Failure to submit this document with the Proposal will result in rejection of the Proposal.

## **Z. SUBCONTRACTORS**

1. **Subcontractor.** A subcontractor is a person or entity who has a direct contract with the Offeror/Contractor or a higher-tier subcontractor to perform a portion of the Services in this solicitation.
2. **Award of Subcontracts and Other Contracts for Portions of the Services.**
  - a. All Offerors shall furnish in writing to the Department of Revenue and Taxation the names of all known persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed to provide subcontracting services on each principal portion of the Scope of Services by completing, signing, and attaching the Subcontractor Utilization Form to the Offeror's Proposal. The Department of Revenue and Taxation may conduct discussions with the Offeror: (1) stating whether the Department of Revenue and Taxation has a reasonable objection to any such proposed person or entity; or (2) stating whether the Department of Revenue and Taxation requires additional time for review or additional information concerning the utilization of a proposed person or entity. If the Offeror fails to submit this form with its Proposal, that Offeror will be disqualified. If this occurs, the Department of Revenue and Taxation will select the next highest-ranked qualifying Offeror for negotiations.

b. The Department of Revenue and Taxation, the government of Guam, reserves the right to object to Offeror's utilization of any subcontractor and to require substitution of the subcontractor for cause. The Offeror shall not contract with a proposed person or entity to whom the Department of Revenue and Taxation, the government of Guam, has made a reasonable and timely objection. In the case of substitution or any other issue with subcontractors, the Offeror shall not be required to contract with anyone to whom the Offeror has made a reasonable objection in writing to the Department of Revenue and Taxation.

c. The Offeror shall not substitute a subcontractor, person, or entity set forth in its **Proposal or in the Subcontractor Utilization Form**, located at Section XI of this RFP, unless the Offeror has obtained the written consent of the Department of Revenue and Taxation, or unless the Department of Revenue and Taxation requires such substitution. The offeror must notify the Department of Revenue and Taxation in writing prior to any termination or substitution of a subcontractor listed in the Proposal or Proposal Documents. Failure by the Offeror to follow these requirements shall constitute a material breach of the terms of this RFP, which may result in the termination of any awarded contract or other legally available remedies.

3. **Subcontractor Relations.** By appropriate written agreement, the Offeror shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Offeror by the terms of its Proposal and any resulting Contract, and to assume toward the Offeror all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Services, which the Offeror assumes toward the Department of Revenue and Taxation. Each subcontract agreement shall preserve and protect the rights of the Department of Revenue and Taxation under this solicitation with respect to the Services to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Offeror shall have full responsibility for the satisfactory performance of the Services under the RFP, the Proposal and Proposal Documents, the Scope of Services, and any conditions, plans, or specifications, and any awarded contract, for any subcontracts which the Offeror may let.

4. **Subcontracts.** The Offeror and subcontractor(s) shall insert in any subcontracts the clauses outlined in this solicitation and any awarded contract, to include a clause requiring all subcontractors to include these clauses in any lower-tier subcontracts. The Offeror shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses outlined in this Paragraph.

#### **AA. CONFLICTS OF INTEREST**

All Offerors must complete and submit the **Conflict of Interest (COI) Disclosure Form** located at Section XII of this RFP with the Offeror's Proposal. Each disclosure of a qualifying potential conflict on the Conflict-of-Interest Disclosure Form shall include a signed statement by the current or former Department of Revenue and Taxation employee

of their role or proposed role for the Offeror in the particular procurement and any resulting Contract on the "Relatives and Former Department of Revenue and Taxation Employees - Roles and Signatures" page of the form. Failure to complete and submit the COI Disclosure Form will result in the rejection of the Proposal.

**BB. DISCLOSURE OF MAJOR SHAREHOLDERS**

As a condition of submitting a Proposal, any partnership, sole proprietorship, business entity, or corporation doing business with the Department of Revenue and Taxation shall submit an Affidavit under oath that lists the name and address of any person/entity who has held more than ten percent (10%) of the outstanding interests and shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding publication of the solicitation on the Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this RFP at Section IV.

This form shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship, or corporation, which have been held by each such person/entity during the preceding twelve (12) month period, and other ownership disclosures in accordance with Public Law 36-13. In addition, the form shall contain the name and address of any person/entity who has received or is entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to the Proposal for the Offeror and shall also contain the amounts of any such commission, gratuity, or other compensation, and shall list any required conflicts of interest. Any Offeror selected for negotiations must keep this form current through the date that a Notice of Award is issued in this procurement, and throughout any awarded contract, if the Offeror is awarded the contract. A Proposal from any Offeror listing a person with a potential conflict of interest on the form may be rejected. The form shall be open and available for public inspection and copying. This Affidavit Disclosing Ownership, Influence, Commissions, and Conflicts of Interest attached to this RFP must be completed and returned with the Offeror's Proposal. Failure to submit the completed form with the Offeror's Proposal may be deemed nonresponsive and cause the rejection of the Proposal upon opening.

## **Section II.**

### **GENERAL TERMS AND CONDITIONS**

#### **TABLE OF CONTENTS OF GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions contain the following lettered paragraphs:

- A. Authority**
- B. Special RFP Terms for Multi-Term Contracts [only used if a multi-term contract is offered]**
- C. Method of Award**
- D. Cancellation and Rejection**
- E. Taxes**
- F. Withholding Assessment Fee**
- G. Permits, Licensing, and Compliance with Laws**
- H. Mandatory Prohibitions**
- I. Mandatory Warranties**
- J. Equal Employment Opportunity**
- K. Compliance with Americans with Disabilities Act (ADA)**
- L. Proposals**
- M. Review of Proposals**
- N. Independent Price Determination**
- O. Acceptance of Solicitation Terms and Applicable Laws**
- P. Modification and Withdrawal of Proposals**
- Q. Clarification/Discussion of Proposals**
- R. Evaluation Criteria for Selection**
- S. Responsibility of Offerors**
- T. Selection of Best-Qualified Offeror**
- U. Negotiation and Award of Contract**
- V. Access to Records, Inspection, and Audit Review**
- W. Local Procurement Policy**
- X. Relations with Other Government Agencies**
- Y. Obligations of the Offeror**

**A. AUTHORITY**

This Request for Proposal (“RFP”) solicitation is issued subject to the provisions of the Guam Procurement Law (as amended) and the Guam Procurement Regulations (copies are available for inspection at the General Services Agency of the government of Guam). By submitting a Proposal, Offerors agree to be bound by all the laws and regulations of Guam. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

**B. SPECIAL RFP TERMS FOR MULTI-TERM CONTRACTS**

Any contract awarded under this RFP is subject to the availability of certified funds. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. If funds are not available for any succeeding fiscal period, the contract shall be cancelled; however, this does not affect either Party’s right to terminate under the termination clauses of the contract. If the contract is cancelled for insufficient funds, the awarded Contractor shall be reimbursed for its unamortized, reasonably incurred, non-recurring costs.

**C. METHOD OF AWARD**

The Department of Revenue and Taxation intends to review the Proposals as soon as possible after the submission due date for Proposals as provided herein. The Proposals submitted will be the primary documents for evaluation. The Department of Revenue and Taxation may award, allow amendments, or reject Proposals in whole or in part as permitted by law. The Department of Revenue and Taxation is not responsible for any costs incurred by the Offerors. The Department of Revenue and Taxation reserves the right to retain copies of all proposals submitted, regardless of whether an Offeror is selected for negotiations or awarded a contract. Submission of a Proposal indicates acceptance of these terms and conditions by the Offeror.

**D. CANCELLATION AND REJECTION**

The Department of Revenue and Taxation shall have the right to cancel this solicitation in whole or in part at any time, and to reject in whole or in part any or all Proposals or offers which have been submitted in response to this RFP at any time if the Department of Revenue and Taxation determines such to be in the best interest of the Department of Revenue and Taxation and/or the government of Guam.

**E. TAXES**

Offerors may be subject to taxation, including but not limited to Business Privilege Tax, Guam Income Tax, and the payment of any taxes which may be due as a result of entering into an agreement, are the sole responsibility of the Offeror and its subcontractors and any permitted assignees or successors in interest. Specific information regarding applicable

taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

#### **F. WITHHOLDING ASSESSMENT FEE**

All procurements of professional services are subject to a withholding assessment fee for non-resident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all government of Guam contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the government of Guam, in accordance with 11 GCA § 71114 (P.L. 33-166).

#### **G. PERMITS, LICENSING, AND COMPLIANCE WITH LAWS**

The selected Offeror shall be required to obtain all permits and comply with all Federal and Territorial laws, ordinances, or rules applicable to its professional licensing and the provision of equipment and services to the government of Guam. Specific information on licenses required by the government of Guam may be obtained from the Director of Revenue and Taxation. The Offeror shall provide a copy of all of its current, valid, appropriate business licenses, and Guam Business License or a statement of exemption pursuant to Title 11 of the Guam Code Annotated, §§ 70126 and 70130, and any required Certificate of Authority ("COA") issued by the Director of Revenue and Taxation, Guam Board of Registration for Professional Engineers, Architects & Land Surveyors (PEALS), or other applicable regulating agency or board, pursuant to applicable Guam laws, including, but not limited to: 22 GCA § 15307; 22 GCA § 15102; 18 GCA § 7102; and 11 GCA § 106213, within 10 days of the issuance of a Notice of Award to the Offeror from the Department of Revenue and Taxation.

All Offerors agree by submitting a Proposal that they will follow all applicable federal and local laws and regulations governing their submissions and performance under any contract issued under this RFP.

#### **H. MANDATORY PROHIBITIONS**

##### **1. Prohibition of Gratuities, Kickbacks, and Favors.**

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

*Kickbacks.* It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime

Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

*Favors to the Territory.* It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the Territory or for any employee or agent of the Territory to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the Territory whether or not such favor or gratuity may be considered a reimbursable expense of the Territory, during the pendency of any matter related to procurement, including contract performance warranty periods.

**2. Prohibition of Employment of Sex Offenders.** No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

**3. Prohibition of Contingent Fees.** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**4. Ethical Standard.** It shall be a breach of ethical standards for an Offeror to knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Chapter 11 of the Government of Guam Procurement Regulations.

## **I. MANDATORY WARRANTIES**

**1. Representation Regarding Gratuities and Kickbacks.** The Offeror 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 §11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. Offeror further agrees to execute and file a Non-Gratuity Affidavit before final payment under the contract is made by the Department of Revenue and Taxation.

**2. Warranty against Employment of Sex Offenders.** Offeror warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed

on the Sex Offender Registry, shall provide services on behalf of Offeror while on government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Offeror is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry at any time during the performance of the contract, that such person will be immediately removed from working on government property and Offeror warrants that it will notify the Marie P. Lizama, Director of the Department of Revenue and Taxation within twenty-four (24) hours of such conviction. If Offeror is found to be in violation of any of the provisions of this paragraph, then the Department of Revenue and Taxation will give notice to Offeror to take corrective action. Offeror shall take corrective action within twenty-four (24) hours of notice from the Department of Revenue and Taxation, and Offeror shall notify the Department of Revenue and Taxation when action has been taken. If the Offeror fails to take corrective steps within twenty-four (24) hours of notice from the Department of Revenue and Taxation, then the Department of Revenue and Taxation, in its sole discretion, may temporarily suspend this agreement.

**3. Covenant Against Contingent Fees.** The Offeror warrants that it has not employed any person to solicit or secure any contract resulting from this RFP upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Department of Revenue and Taxation the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Offeror upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.

**4. Representation Regarding Ethical Standard.** Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the Government of Guam Procurement Regulations.

#### **J. EQUAL EMPLOYMENT OPPORTUNITY**

By submitting a Proposal, the Offeror and all subcontractors agree to comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Offeror and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b). The Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein,

and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Project activities and Services under this RFP. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this RFP. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age or disability. If awarded the contract, the Offeror will take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

**K. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

Offerors must meet all applicable ADA regulations and requirements.

**L. PROPOSALS**

The Offeror is required to read each and every page of its Proposal, and by the act of submitting a Proposal, shall be deemed to have accepted all conditions contained therein. In no case will failure to review or inspect constitute grounds for a claim or for the withdrawal of a Proposal after opening. Proposals shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a Proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Proposal, or irregularities of any kind may be rejected by the Department of Revenue and Taxation in whole or in part.

**M. REVIEW OF PROPOSALS**

The Department of Revenue and Taxation intends to review the Proposals as soon as possible after the submission due date for Proposals as provided herein. The Proposals submitted will be the primary documents for evaluation. The Department of Revenue and Taxation reserves the right to waive any minor information or irregularity in the Proposals received. The Department of Revenue and Taxation may award, allow amendments, or reject Proposals in whole or in part as permitted by law. The Department of Revenue and Taxation is not responsible for any costs incurred by the Offerors. The Department of Revenue and Taxation reserves the right to retain copies of all Proposals submitted, regardless of whether an Offeror is selected for negotiations or awarded a contract. Submission of a Proposal constitutes acceptance of these terms and conditions by the Offeror.

#### **N. INDEPENDENT PRICE DETERMINATION**

By submitting a Proposal, the Offeror certifies that if selected for negotiations, any price, pricing data, or Price Proposal submitted by the Offeror is independently arrived at without collusion.

#### **O. ACCEPTANCE OF SOLICITATION TERMS AND APPLICABLE LAWS**

The Offeror is required to read every page of this RFP, and by the act of submitting a Proposal shall be deemed to have accepted all conditions contained herein and to be bound by the laws of Guam and any other applicable laws. This RFP is issued subject to all the provisions of Guam's Procurement Law (5 GCA §§ 5001, et seq.) and the Guam Procurement Regulations, copies of which are available for inspection at the General Services Agency of Guam and on the Guam Compiler of Law website.

Guam's Procurement Law and this RFP require all parties involved in the preparation, evaluation, negotiation, performance, or administration of contracts to act in good faith. Proposals may not be withdrawn by Offeror on the basis of Offeror's unfamiliarity with the required terms or applicable laws. Offeror may not propose or negotiate any conditions, omissions, unexplained erasures, irregularities, alterations, or items that are in contravention of the terms and conditions of the RFP or applicable law. The Department of Revenue and Taxation may deem such proposed items to constitute a showing of bad faith, in whole or in part, which may result in debarment or other legal remedies against the Offeror.

If any part, term, or condition of this RFP is found to be contrary to the Guam Procurement Law, the Guam Code, any applicable Guam Administrative Rules and Regulations, or is found to contain ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law or other applicable Guam law or rules.

#### **P. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn at any time prior to the conclusion of discussions, as provided under Guam's Procurement Law and Guam's Procurement Rules and Regulations. In no case will failure to review or inspect constitute grounds for a claim or for the withdrawal of a Proposal after opening. The Government reserves the right to waive any minor informalities in Proposals received, or to have them corrected by the Offeror, in accordance with applicable regulations.

#### **Q. CLARIFICATION/DISCUSSION OF PROPOSALS**

After the receipt and opening of Proposals and at its option, the Department of Revenue and Taxation or its designee(s) may conduct discussions with Offerors that have submitted timely, valid Proposals for clarification, to assure full understanding and responsiveness to the solicitation requirements, as permitted under Guam's Procurement Law and Guam's Procurement Rules and Regulations. Offerors shall be accorded fair and equal treatment

with respect to any opportunity for discussion and revision to Proposals, and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, all Proposals should be submitted initially on the Offeror's most favorable terms. In conducting discussions, there shall be complete confidentiality of any information derived from Proposals submitted by competing Offerors.

## **R. EVALUATION CRITERIA FOR SELECTION**

Upon the receipt of all Proposals, a selection team will be convened to select the most responsive and qualified Offerors. The Department of Revenue and Taxation may conduct discussions with any Offeror to determine the Offeror's qualifications and/or to explore the scope and nature of the Services, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach to the Project. Following the validation of qualifications or other discussions, the Department of Revenue and Taxation or its designee(s), will select in the order of their respective qualification and evaluation ranking, no fewer than three acceptable Proposals (or such lesser number if fewer than three acceptable Proposals were received) by Offerors deemed to be qualified to provide the Services, and the Proposals shall be ranked in accordance with their evaluation scores.

## **S. RESPONSIBILITY OF OFFERORS**

Before awarding a contract to an Offeror, the Department of Revenue and Taxation must be satisfied that the Offeror is responsible. Offerors shall supply information requested by the Department of Revenue and Taxation concerning the responsibility of the Offeror. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror. In determining the responsibility of the best qualified Offeror, the Department of Revenue and Taxation shall be guided by the following:

1. The Offeror's current capability in all respects to perform the contract requirements fully;
2. The Offeror's current integrity and reliability, which will assure good faith performance;
3. Whether the Offeror has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
4. The Offeror's satisfactory record of integrity with regard to previous contracts and contract awards;
5. The Offeror's satisfactory record of performance with regard to previous contracts and contract awards;
6. Whether the Offeror has qualified legally to contract with the government of Guam; and

7. Whether the Offeror has supplied all necessary information in connection with any inquiry concerning responsibility.

#### **T. SELECTION OF BEST-QUALIFIED OFFEROR**

Upon the conclusion of the discussion and evaluation procedures as provided under this RFP and Guam's Procurement Law, the Department of Revenue and Taxation shall notify the selected Offerors of their rankings with the intent to begin negotiating a contract with the highest-ranked and best-qualified Offeror first.

#### **U. NEGOTIATION AND AWARD OF CONTRACT**

The Department of Revenue and Taxation will negotiate a contract with the best-qualified Offeror for the Services at a compensation determined in writing by the Department of Revenue and Taxation to be fair and reasonable. The Department of Revenue and Taxation reserves the right to contract for the work hereunder in planned phases, which is dependent upon need and funding availability. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the Services; (2) determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the Services, and the scope, complexity and nature of such services.

1. Successful Negotiation of Contract with Best-Qualified Offeror: If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, the contract will be awarded to that Offeror.

2. Failure to Negotiate Contract with Best-Qualified Offeror: If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file, and the Department of Revenue and Taxation will advise such Offeror of the termination of negotiations, which shall be confirmed by written notice within three (3) days. Upon failure to negotiate a contract with the best-qualified Offeror, the Department of Revenue and Taxation will enter into negotiations with the next most qualified Offeror. If negotiations again fail, negotiations will be terminated as provided in this Paragraph and commence with the next most qualified Offeror.

3. Notice of Award: Written notice of award will be issued to the Offeror with whom a contract is successfully negotiated and will be public information, which is made a part of the contract file.

4. Failure to Negotiate Contract with Offerors Initially Selected as Qualified: Should the Department of Revenue and Taxation be unable to negotiate a contract with any of the Offerors initially selected as qualified Offerors, Proposals may be re-solicited or additional

Offerors may be selected based on original, acceptable Proposal submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

## **V. ACCESS TO RECORDS, INSPECTION, AND AUDIT REVIEW**

The Department of Revenue and Taxation, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Offeror which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Offeror or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine the Offeror's responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Offeror's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded Offeror is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Offeror's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. By submitting a Proposal in response to this RFP, the Offeror agrees to abide by the following access, audit, and inspection terms:

- i. *Access to Records and Retention.* The Offeror, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Proposal, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract, for inspection in Guam or at any reasonable location designated by the Department of Revenue and Taxation, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, and authorized representatives, unless the Offeror is notified in writing by the U.S. Department of Justice, Bureau of Justice Assistance, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the Department of Revenue and Taxation to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this

Paragraph for any contract awarded under this solicitation.

- ii. *Right to Audit.* Offeror shall establish and maintain a reasonable accounting system that enables the Department of Revenue and Taxation, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives to readily identify Offeror's assets, expenses, costs of goods, and use of funds. Department of Revenue and Taxation, Inspectors General, the Comptroller General of the United States, and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Proposal or this solicitation which are kept by or under the control of the Offeror, including, but not limited to those kept by the Offeror, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including Proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Offeror shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Offeror shall at any time requested by the Department of Revenue and Taxation, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives whether before, during, or after completion of an awarded contract, and at Offeror's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Department of Revenue and Taxation, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Such records shall be made available to the Department of Revenue and Taxation, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives during normal business hours at the Offeror's office or place of business and without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the Department of Revenue and Taxation,

Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Offeror shall ensure the Department of Revenue and Taxation, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives has these rights with Offeror's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Offeror and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Offeror's obligations to the Department of Revenue and Taxation, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the Department of Revenue and Taxation, Inspector General, the Comptroller General of the United States, or any of their authorized representatives unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Offeror to the Department of Revenue and Taxation, one-half of one percent (.5%) of the total contract billings, the Offeror shall reimburse the Department of Revenue and Taxation, the Inspector General, the Comptroller General of the United States, or any of their authorized representatives for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Department of Revenue and Taxation, the Inspector General, the Comptroller General of the United States, or any of their authorized representatives may recoup the costs of the audit work from the Offeror. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Offeror's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the findings of the Department of Revenue and Taxation, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives to Offeror.

- iii. *Right to Enter and Inspect.* The Department of Revenue and Taxation, Inspector General, the Comptroller General of the United States, or any of their authorized representatives may, at any time, without notice enter and inspect an Offeror's or subcontractor's facilities, place(s) of business, or any place(s) of performance of any awarded contract relating to Offeror's Proposal or this solicitation, or any contract awarded pursuant to this solicitation. The Department of Revenue and Taxation, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives may enter and inspect any plans,

supplies, services, equipment, work and records at these locations which are related to the performance of any awarded contract and may conduct any testing deemed necessary to determine the Offeror's or subcontractor's compliance or conformity to the solicitation or contract requirements. The Department of Revenue and Taxation the government of Guam, Inspectors General, the Comptroller General of the United States, and/or any authorized representatives may enter and audit the cost or pricing data, books, and records of the Offeror or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations, or any applicable federal debarment provisions.

#### **W. LOCAL PROCUREMENT POLICY**

No specification, term, condition, or qualification of this RFP shall exclude any Offeror from consideration on the basis of Guam-only experience, provided that the experience of such Offeror is otherwise responsive to the solicitation, in accordance with the requirements of 5 GCA § 5008(e).

#### **X. RELATIONS WITH OTHER GOVERNMENT AGENCIES**

All directions within the scope of the RFP and the awarded contract will be issued by the director of the Department of Revenue and Taxation; Offerors and any awarded Contractor shall not accept such direction from others. Information provided by other government agencies or entities that seemingly conflicts with information provided by the Department of Revenue and Taxation in this solicitation will be discussed with the Director of the Department of Revenue and Taxation immediately. This policy is not intended to prevent the Offerors or any awarded Contractor from obtaining necessary information from other governmental agencies or entities.

#### **Y. OBLIGATIONS OF THE OFFEROR**

The Offeror shall be responsible for the professional and technical accuracy of its Proposal and the coordination of all designs, drawings, specifications in its Proposal, and all designs, drawings, specifications, and any other work, services, and materials furnished under any awarded contract. The Offeror shall, without additional cost to the Department of Revenue and Taxation or the government of Guam, correct and revise all errors or deficiencies in its Proposal, and if awarded a contract, shall correct and revise all errors or deficiencies in its designs, drawings, specifications, and in its work services, or materials furnished by the Offeror, if found to be defective by Department of Revenue and Taxation.

The Offerors are responsible for securing all approvals for entry onto private property.

## **Section III.**

### **SCOPE OF SERVICES** **REAL PROPERTY TAX ASSESSMENT, TAX ROLL, AND BILLING** **SERVICES FOR TAX YEAR 2026**

**The selected Contractor shall provide professional services that include:**

- Ability to generate and maintain a full Real Property Tax Assessment Roll annually.
- Ability to generate and maintain a billing system.
- Billing System must have the ability to generate a secure online portal for property owners, allowing them to view their billing information and complete payment transactions electronically.
- Capture and management of new property ownerships, transfers, conveyances, parcel consolidation, and parcel subdivisions.
- Management of parcels, land use codes, zoning classifications, and improvement data.
- Tracking and calculation of exemptions, credits, penalties, delinquencies, appeals, and adjustments.
- System workflow to support appraisal, assessment, classification, and valuation activities.
- Automated calculation of property tax liabilities based on assessed values, applicable to exemptions, credits, penalties, and statutory requirements.
- Generation of billing statements, notices, delinquent analysis, and annual tax statements.
- Ability to process adjustments, refunds, delinquent accounts, and payment histories.

#### **System Integration Requirements**

- Migrate all data from the Transaction Processing System (TPS), DRT Aumentum, and Proval System.
- Full two-way or one-way interface with the **Department of Land Management Recording System**.
- Automated import of deeds, transfers, parcel splits/merges, and other recorded instruments.
- Ability to reconcile DLM parcel identifiers with DRT property tax records.

- Migrate all payments from the DRT Aumentum System and Transaction Processing System (TPS)

### **Compliance Requirements**

- System configuration tools enabling DRT to independently update assessment methodologies in response to new laws, regulatory changes, or administrative policy updates.
- The system must incorporate all applicable statutory mandates, including **Public Law 37-117**, and must support updates that affect tax assessments, valuation updates, exemptions, credits, deadlines, fees, and administrative procedures.
- The system must comply with the Government of Guam information security, data retention, privacy, and system access standards to ensure protection of sensitive taxpayer information.
- The Contractor must include the complete data for the 2024 Real Property Tax Valuation as of March 2, 2026.

### **Functional Requirements**

The system must also include:

- System shall include a document management capable of storing and indexing all recorded property documents, including new ownerships, consolidation and subdivision, parcel identification numbers, and must store historical records.
- DRT must have real-time access to document data.
- GIS integration or compatibility with spatial parcel data.
- Appraisal tool for entire properties in Guam
- Property valuation tools (mass appraisal, cost, income, market approaches, sales, and land value zone).
- Role-based user access and audit trails.
- Reporting dashboards for management, finance, and audit needs.
- Public-facing portal.

### **Deliverables**

The Contractor shall provide:

- System design and implementation plan
- Data migration and data cleansing plan

- Configured Real Property Tax and Billing System
- Interface module linking DRT system with DLM recordings
- Training for Real Property Tax Staff
- System documentation and user manuals
- Licensing, Annual Maintenance, and Technical Support

### **Contractor Qualifications**

Contractor must demonstrate:

- Experience implementing real-property tax or land-records systems for government entities.
- Experience integrating tax systems with the Department of Land Management records
- Provide on-island Technical Support.
- Certified Appraiser, Mass Real Estate Appraiser licensed in Guam.

### **SCHEDULE AND SUBMITTALS**

The awarded Offeror must complete this project for the initial term by **December 31, 2026**. To meet this deadline, all Offerors must submit a Proposed Project Schedule with the Proposal. The awarded Contractor must follow the finalized Schedule of Services. For purposes of this RFP, the services will not be considered complete until all draft submittal comments have been addressed and the work is completed and submitted to the Department of Revenue and Taxation for final approval.

### **AUTHOR AND REFERENCE MATERIALS FOR SPECIFICATIONS**

This Scope of Services was developed collaboratively by the Department of Revenue and Taxation, by Katrina Hodges, Special Projects Coordinator, and Frederick Pablo, Real Property Tax Appraiser Supervisor. This document has been reviewed and formally approved by Marie P. Lizama, Director, Department of Revenue and Taxation, and Beatrice Santos, Acting Chief Technology Officer, Office of Technology.

### **DOMESTIC PRODUCTS PREFERENCE**

As appropriate and to the extent consistent with law, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts, including all purchase orders for work or products under this subaward. For purposes of this section: “Produced in the United States” means, for iron and steel

products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**Section IV. AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE,  
COMMISSIONS, AND CONFLICTS OF INTEREST**  
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

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

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

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

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public  
My commission expires: \_\_\_\_\_.







**Section VIII. DECLARATION RE: COMPLIANCE WITH  
U.S. DOL WAGE DETERMINATION (AG Form 006)**

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



## Section X. U.S. DEPARTMENT OF LABOR WAGE AND BENEFIT DETERMINATION (SCA)

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210

|  
|  
|

| Wage Determination No.: 2015-5693  
Daniel W. Simms Division of | Revision No.: 8  
Director Wage Determinations | Date of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	13.57
01012 - Accounting Clerk II	15.23
01013 - Accounting Clerk III	17.04
01020 - Administrative Assistant	17.71
01035 - Court Reporter	17.22
01041 - Customer Service Representative I	10.89
01042 - Customer Service Representative II	12.25
01043 - Customer Service Representative III	13.37
01051 - Data Entry Operator I	12.15
01052 - Data Entry Operator II	13.25
01060 - Dispatcher, Motor Vehicle	14.37
01070 - Document Preparation Clerk	13.71
01090 - Duplicating Machine Operator	13.71
01111 - General Clerk I	10.29
01112 - General Clerk II	11.28
01113 - General Clerk III	12.32
01120 - Housing Referral Assistant	19.20
01141 - Messenger Courier	11.16
01191 - Order Clerk I	12.57

01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.57
01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.22
01270 - Production Control Clerk	20.08
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	15.39
01311 - Secretary I	15.39
01312 - Secretary II	17.22
01313 - Secretary III	19.20
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.71
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58
07000 - Food Preparation and Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.88
07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.11
09130 - Upholsterer	16.21
11000 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.13

11060 - Elevator Operator	9.13
11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electroneuro diagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
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)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information and Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18

13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	16.64
13061 - Media Specialist I	17.21
13062 - Media Specialist II	19.26
13063 - Media Specialist III	21.47
13071 - Photographer I	17.06
13072 - Photographer II	19.06
13073 - Photographer III	23.63
13074 - Photographer IV	28.92
13075 - Photographer V	35.00
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	17.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	16.26
14043 - Computer Operator III	18.13
14044 - Computer Operator IV	20.14
14045 - Computer Operator V	22.31
14071 - Computer Programmer I (see 1)	15.73
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	20.14
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	25.10
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	32.74
15086 - Maintenance Test Pilot, Rotary Wing	32.74
15088 - Non-Maintenance Test/Co-Pilot	32.74
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing and Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78

16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer, Machine	10.24
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.21
19040 - Tool and Die Maker	20.37
21000 - Materials Handling and Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.08
21040 - Material Expediter	20.08
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	14.21
21150 - Stock Clerk	19.94
21210 - Tools and Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter, Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician, Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06
23311 - Fuel Distribution System Mechanic	17.26
23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16

23393 - Gunsmith III	17.26
23410 - Heating, Ventilation and Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.39
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist, Maintenance	17.26
23580 - Maintenance Trades Helper	10.23
23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.52
23810 - Plumber, Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker, Maintenance	15.37
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness and Support Services Coordinator	14.16
24630 - Homemaker	16.12
25000 - Plant and System Operations Occupations	
25010 - Boiler Tender	17.26
25040 - Sewage Plant Operator	19.28
25070 - Stationary Engineer	17.26
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	19.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.13
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	9.13
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.37
28042 - Carnival Equipment Repairer	13.42
28043 - Carnival Worker	9.14
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker and Bracer	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23
29041 - Stevedore I	18.85
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	24.12
30052 - Cryogenic Technician II	26.63
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	21.78
30095 - Evidence Control Specialist	21.78
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	24.12
30222 - Latent Fingerprint Technician II	26.63
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	26.63

30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	26.63
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	24.12
30502 - Weather Forecaster II	29.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	8.93
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.43
31361 - Truck driver, Light	9.78
31362 - Truck driver, Medium	11.61
31363 - Truckdriver, Heavy	13.89
31364 - Truckdriver, Tractor-Trailer	13.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.12
99050 - Desk Clerk	9.70
99095 - Embalmer	24.24
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	21.62
99252 - Laboratory Animal Caretaker II	22.67
99260 - Marketing Analyst	20.09
99310 - Mortician	24.24
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	13.02
99711 - Recycling Specialist	19.69
99730 - Refuse Collector	12.39
99810 - Sales Clerk	9.46
99820 - School Crossing Guard	16.14
99830 - Survey Party Chief	21.65
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.00
99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

<https://www.wdol.gov/wdol/scafiles/std/15-5693.txt?v=8> 1/10/2019

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400), wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour, conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation, or modification of computer programs related to machine operating systems; or

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6 pm and 6 am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work, which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder, and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives, and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

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

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

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees perform any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information, including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)). Information required by the Regulations must be submitted on SF-1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

## Section XI. SUBCONTRACTOR UTILIZATION FORM

RFP NO. \_\_\_\_\_

PROJECT TITLE:

NAME OF PRIME OFFEROR:

E-MAIL ADDRESS:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

The following subcontractors<sup>1</sup> (if known at the time of proposal submission) will be used on this Project (continue list on additional page if necessary):

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E- MAIL ADDRESS:	TYPE OF WORK TO BE PERFORMED:	ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT:
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I certify under penalty of perjury that the foregoing statements are true and correct. In the event that substitution or replacement of a subcontractor is required, I will adhere to the substitution or replacement requirements of the government of Guam.

\_\_\_\_\_  
Signature of Offeror (Prime Contractor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

<sup>1</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services to a prime contractor or higher tier subcontractor under a contract awarded or to be awarded by the government of Guam.

## **Section XII. CONFLICT OF INTEREST (COI) DISCLOSURE FORM**

**Government of Guam Department of Revenue and Taxation DRT RFP 2026-001**

Offerors under Contract or proposing to enter into a Contract with the Department of Revenue and Taxation must comply with the "Conflict of Interest Guidelines" attached to this solicitation. The definitions of terms used in this COI Disclosure Form shall be those provided in the Conflict of Interest Guidelines (note that "Public Employee" includes all Department of Revenue and Taxation employees).

**This COI Disclosure Form is submitted in response to:**

- Department of Revenue and Taxation DRT RFP-2026-001.**
- Contract # \_\_\_\_\_ (if applicable)**
- Changes to the COI Disclosure Form previously submitted for DRT RFP-2026-001.**

**This COI Disclosure Form must be signed in ink by an authorized representative of the Offeror to certify that it is correct. An Offeror's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.**

My signature certifies that as disclosed on or attached to the present form:

- (a) The Offeror's disclosures are complete, accurate, and not misleading.
- (b) The Offeror has provided the COI Guidelines to all Associates and Subcontractors (if any) and this form includes or has attached any required COI disclosures from those sources.

**I hereby certify that I am authorized to sign this COI Disclosure Form as an Authorized Representative for the Offeror identified below:**

**Complete Legal Name of Offeror: \_\_\_\_\_**

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

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

**Fax No:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:**

\_\_\_\_\_

**Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:**

- (a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and
- (b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

**Please add additional sheets as necessary to respond to the "Comments" field.**

1. a) Is any Associate of the Offeror a former employee of the Department of Revenue and Taxation within the last year? No  Yes
- b) Is any Associate of the Offeror a Relative or Member of the Household of a current Department of Revenue and Taxation employee that had or will have any involvement with this Procurement or Contract Authorization? No  Yes

**If the answer to either of the above questions is “Yes”, complete the attached “Relatives and Former Department of Revenue and Taxation Employees - Roles and Signatures” table (Part A and/or Part B, as applicable).**

2. Does the Offeror or any Associate of the Offeror have an Actual, Apparent, or Potential Conflict of Interest (“Individual” or “Organizational”) with regard to any known member of a Department of Revenue and Taxation Procurement evaluation or selection team?  
No  Yes  **Comments:**
3. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? No  Yes   
**Comments:**
4. Does the Offeror or any Associate of the Offeror have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”), with respect to the Procurement or award of this Contract or performing the work for the Department of Revenue and Taxation or acquisition of any real property for the Project? No  Yes  **Comments:**
5. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee’s vote, official action or judgment would be influenced thereby?  
No  Yes  **Comments:**
6. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the two-year period? No  Yes   
**Comments:**
7. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for the Department of Revenue and Taxation? No  Yes   
**Comments:**
8. Does the prospective Contract/WOC include development of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)? No  Yes

If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Offeror have any financial or other interest in the outcome of this Project; and/or does the Offeror have any agreement, enforceable promise, or guarantee to provide any future work on this Project?

No  Yes  Comments:

9. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.) No  Yes  N/A  Comments:

10. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with, or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract? No  Yes  N/A  Comments:

11. Has the Offeror or any Associate of the Offeror entered into personal services contract(s) with the Department of Revenue and Taxation for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals, or other solicitation documents and materials related to this procurement? No  Yes  Comments:

Space for Additional Comments to any questions above (please list question number and corresponding comment):

**(COI FORM for Relatives and Former Department of Revenue and Taxation Employees  
- Roles and Signatures listing is located on the next page)**

**Relatives and Former Department of Revenue and Taxation Employees - Roles and Signatures**

For each employee of the Offeror that was employed by the Department of Revenue and Taxation within the last year, state the job the employee performed for the Department of Revenue and Taxation, the role the employee now serves for the Offeror, and the date the employee left the Department of Revenue and Taxation. Use Part B for Offeror Associates with Relatives or Members of the Household working for the Department of Revenue and Taxation who have had or will have involvement with this Procurement or Contract.

<b>Part A: Employees who left the Department of Revenue and Taxation in the last year.</b>			
<b>Employee Name/Signature</b>	<b>Job Performed for the Department of Revenue and Taxation</b>	<b>Current Role with Offeror</b>	<b>Date left Department of Revenue and Taxation</b>
Name: _____ Sign: _____ Involved with this Procurement on behalf of the Department of Revenue and Taxation No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ Involved with this Procurement on behalf of the Department of Revenue and Taxation? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ Involved with this Procurement on behalf of the Department of Revenue and Taxation? No <input type="checkbox"/> Yes <input type="checkbox"/> Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
<p><b>Part B: Identify Associates of the Offeror that are Relatives or Members of the Household of Department of Revenue and Taxation employees currently working for the Department of Revenue and Taxation, if the Department of Revenue and Taxation employee had or will have any involvement with this Procurement or Contract.</b></p>			
<b>Offeror Associate's Name</b>	<b>Name and Relationship of Relative or Member of Household Employed at Department of Revenue and Taxation</b>	<b>Role at Department of Revenue and</b>	<b>Department of Revenue and Taxation</b>

		<b>Taxation</b>	<b>Employee's Role in this Procurement</b>

(Make copies of this page as necessary to list additional employees or associates.)

## **Section XIII. CONFLICT OF INTEREST GUIDELINES**

Offerors shall follow these Conflict of Interest (COI) Guidelines when submitting any Proposal in response to a federally funded Department of Revenue and Taxation solicitation or procurement or when entering into any federally funded Contract with the Department of Revenue and Taxation. The Contractor shall follow these COI Guidelines throughout the period during which the Proposal/Bid is open or the Contract is in effect. An Offeror shall provide the COI Guidelines and associated COI Disclosure Form to all of its Subconsultants and Subcontractors at any tier of a Proposal or Contract and shall ensure that the Offeror and each of its Subconsultants or Subcontractors make any disclosures required by these guidelines or as required by a specific Procurement or Contract. The Department of Revenue and Taxation will follow and apply these COI Guidelines when conducting Department of Revenue and Taxation procurements.

### **1. Definitions.**

The definitions that apply to these COI Guidelines and the Department of Revenue and Taxation's COI Disclosure Form are at the end of this document.

### **2. Required Disclosures.**

**Submittal of a Correct and signed COI Disclosure Form is required if any of the following apply (note that for these COI Guidelines, "Public Employee" includes all Department of Revenue and Taxation employees):**

- an Offeror or any of its Associates has any Apparent, Potential, or Actual Conflicts of Interest per these COI guidelines or per the criteria of any COI Form included as part of a Procurement or Contract;
- a Procurement or Contract document specifically requires submittal of a COI Disclosure Form (e.g., if the prospective Project includes preparation of an Environmental Impact Statement or Environmental Assessment, submittal of COI Disclosure Forms is always required.);
- an Offeror has any changes to its staffing or organization (whether before or after entering into a Contract) that result in an Apparent, Potential, or Actual Conflict of Interest per these guidelines or per the criteria of any COI form associated with a particular Procurement or Contract. Any such changes shall be disclosed within 10 business days via submittal of a complete and signed COI Disclosure Form.
- the response to any of the following questions is "yes" (with respect to a Procurement or current Contract with the Department of Revenue and Taxation):
  1. Is any Associate of the Offeror a former employee of the Department of Revenue and Taxation (within the last year)?
  2. Is any Associate of the Offeror a Relative or Member of the Household of a current employee of the Department of Revenue and Taxation who had or may

have a role in this Procurement, Authorization of the Contract, Contract administration, or oversight of the Contractor's performance?

3. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational") with regard to any member of a Department of Revenue and Taxation Procurement evaluation or selection team?

4. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers?

5. Does the Offeror or any Associate of the Offeror have any past, present or currently planned interests which are an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational") with respect to performing the work for Department of Revenue and Taxation ?

6. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee's vote, official action or judgment would be influenced thereby?

7. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within one year after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the one-year period?

8. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for the Department of Revenue and Taxation ?

9. Does the prospective Contract include development of an environmental assessment (EA) or environmental impact statement (EIS)?

10. If a Procurement is to obtain personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract?

11. Has the Offeror or any Associate of the Offeror entered into any contract(s) with Department of Revenue and Taxation for the purpose of advising or assisting in developing any part of the solicitation documents, including specifications, requirements, a scope or statement of work, an invitation to bid, a request for proposals or other documents and materials used in, or related to this procurement?

If none of the foregoing apply, an Offeror shall provide a written and signed certification (specified by Department of Revenue and Taxation) that the Offeror has read and complied with these COI Guidelines and the COI Disclosure Form and did not answer Yes to any of the questions, or, if required by the Department of Revenue and Taxation, the Offeror shall complete and submit a Correct and signed COI Disclosure Form.

An Offeror shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of its Subcontractors (that have required disclosures of conflicts or potential conflicts of interest), prior to such Offeror performing any services under a Contract.

The COI Disclosure Form is attached to the solicitation as a mandatory form that must be signed and submitted with the Offeror's Proposal.

### **3. Governing Standards.**

Both Guam and federal laws govern the disclosure and management of conflicts of interest in contracting processes. The disclosure requirements of these COI Guidelines apply to all Department of Revenue and Taxation contracting activities (Architectural and Engineering (A&E) and non-A&E, public improvements, goods, and trade services) without regard to which particular federal or Guam laws govern the activity. There are also Standards of Conduct Policies for conflicts of interest regarding current Department of Revenue and Taxation employees, and the employment of former Department of Revenue and Taxation employees, which are applicable to this procurement, and are explained below.

#### **Standards of Conduct Policy Regarding Former Department of Revenue and Taxation Employee**

When employees of firms that compete for or have Contracts with the Department of Revenue and Taxation come to work for the Department of Revenue and Taxation, and when Department of Revenue and Taxation employees go to work for firms that compete for or have Contracts with the Department of Revenue and Taxation, a Potential Conflict of Interest may exist.

Use of a former Department of Revenue and Taxation employee by an Offeror on the same, or substantially similar, procurement, for which the employee performed a role or function for the Department of Revenue and Taxation, unless mitigated to the satisfaction of the Department of Revenue and Taxation, is prohibited for a period of one year following separation of employment with the Department of Revenue and Taxation. Roles and functions of particular concern include drafting specifications or statements of work, reviewing or scoring a bid or proposal, authorizing service or assigning work, awarding a Contract, administering a Contract, or overseeing the contractor's performance. The Department of Revenue and Taxation may determine that the role or Procurement is not substantially similar because of differences in location of the Project or work, because of the type and method of Procurement, because the employee did not participate personally or substantially in the procurement, because the role performed was minor in nature, such as a technical sufficiency review, or because the Civil Service Commission has granted the employee an applicable waiver. Examples of mitigation that may, in appropriate

situations, be acceptable to the Department of Revenue and Taxation include separation of certain decision-making functions concerning the Project, not using the employee in preparation of proposals but allowing them to perform work on the Project, and not having the employee have direct contact with Department of Revenue and Taxation staff formerly under his/her supervision.

For each Procurement, Offerors shall disclose to the Department of Revenue and Taxation the identification of any of the offeror's employee(s) who had been employed by the Department of Revenue and Taxation within the twelve-month period prior to the submission date for the Proposal or bid. Each Offeror's disclosure shall include a signed statement by the former Department of Revenue and Taxation employee of their proposed role for the Offeror in the particular Procurement and any resulting Contract. The knowing failure of an Offeror to disclose such relationship or to remedy such potential violation will result in the rejection of the Offeror's Proposal or cancellation of any awarded Contract with the Department of Revenue and Taxation, as well as constituting grounds for cancellation of any Offeror's pre-qualification status, or designation of an Offeror as ineligible for future Procurements as a non-responsible bidder or offeror. (Also see below regarding the ban on any direct beneficial or financial interest.)

**Standards of Conduct Regarding Current Department of Revenue and Taxation**  
**Employees: Conflicts of Interest**

The Guam Procurement Law statutory and regulatory framework, as generally applied, addresses conflicts of interest in public contracting by emphasizing the need for open and impartial Procurement methods and by prohibiting certain conflicts of interest involving public officials. The following statutes and administrative rules establish Guam's general policies and the restrictions and prohibitions regarding conflicts of interest for public contracts and Public Employees:

- The policies of the Guam Procurement Law (5 GCA § 5001, et seq) encourage public contracting competition that supports openness and impartiality to the maximum extent possible, while recognizing that the nature of effective and meaningful competition depends upon the service being procured.
- According to 5 GCA §§ 5001(b), 5003, and 5625, a sound and responsive public contracting system should instill public confidence through ethical and fair dealing, honesty, and good faith on the part of government officials and those who do business with the government.
- Article 11 of the Guam Procurement Law, Ethics in Public Contracting, and Article 2 of the Standards of Conduct for Elected Officers, Appointed Officers, and Public Employees of the government of Guam prohibit conflicts of interest of Public Employees and prohibit Public Employees from obtaining outside financial benefits for the exercise of their official duties. Among the prohibitions are offering a public employee a fee, a pledge of future employment, or anything valued in excess of \$200 based on an understanding that the offer would influence the public employee's official action or judgment.
- 5 GCA § 5632(a) provides the following: "Contemporaneous Employment Prohibited. Except as may be permitted by regulations pursuant to this Chapter or

pursuant to Title 4 GCA, or rulings of the Civil Service Commission pursuant to this Chapter, it shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the governmental body by whom the employee is employed. Notice of this provision shall be provided in accordance with regulations promulgated by the Civil Service Commission.”

- 5 GCA § 5632(c) and (d) provide the following: “(c) Disqualification of Business When an Employee Has a Financial Interest. It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the Territory, in connection with any:

- (1) judicial or other proceeding, application, request for a ruling or other determination;

- (2) contract;

- (3) claim; or

- (4) charge or controversy; in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee’s official responsibility, where the Territory is a party or has a direct and substantial interest.

- (d) Selling to the Territory After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee’s last annual salary did not exceed Twelve Thousand Dollars (\$12,000.00), to engage in selling or attempting to sell supplies, services other than personal services, or construction to the Territory for ninety (90) days following the date employment ceased.

The term sell as used herein means signing a bid, proposal, or contract; negotiating a contract, contracting any employee for the purpose of obtaining, negotiating or discussing changes in specifications, price, cost allowances or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefor is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee’s employer is a contractor with this Territory, nor shall a former employee be precluded from serving as a consultant to this Territory.”

- 4 GCA § 15201 states: “No employee shall solicit, accept, or receive, directly or indirectly, any gift valued singly or in the aggregate from a single source in excess of \$200, whether in the form of money, prize, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, when a reasonable person would infer that the gift is intended to influence the employee in the performance of that individual's official duties or is intended as a reward for any official action on that individual's part.”

- 4 GCA § 15204 (a), (b), (c), and (d) provide: “No employee shall use or attempt to use an official position to secure or grant unwarranted privileges, exemptions,

advantages, contracts, or treatment, for himself or herself, a spouse, children, or others, including but not limited to the following:

- (a) seeking other employment or a contract for services by the use or attempted use of the individual's office or position;
- (b) accepting, receiving, or soliciting compensation for the performance of official duties or responsibilities except as provided by law;
- (c) using government time, equipment, or other facilities for private business purposes;
- (d) soliciting, selling, or otherwise engaging in a financial transaction with a subordinate or a person or business whom the employee inspects or supervises in an official capacity."

- 4 GCA § 15205 (a), (b), (c), (d), and (e) provide: "Conflicts of Interest.

(a) No employee shall take any official action directly affecting:

- (1) business or other undertaking in which the employee has a financial interest;

or

- (2) private undertaking in which the employee is engaged as legal counsel, advisor, consultant, representative, or in any other agency capacity. A department head who is unable to be disqualified on any matter described in item (1) or (2) of this Subsection may be in violation of this Subsection even if the individual has complied with the disclosure requirements of § 15208; and a person whose position on a board, commission or committee is mandated by statute, resolution or executive order to have particular qualifications shall only be prohibited from taking official action that directly and specifically affects a business or undertaking in which such person has a financial interest; provided that the financial interest is related to the member's particular qualifications.

(b) No employee shall acquire financial interests in any business or other undertaking which the employee has reason to believe may be directly involved in official action to be taken by the employee.

(c) No employee shall assist any person or business or act in a representative capacity before any territorial agency for any compensation in any transaction involving the Territory.

(d) No employee shall assist any person or business or act in a representative capacity for a fee or other compensation to secure passage of a bill or to obtain a contract, claim, or other transaction or proposal in which the employee has participated or will participate as an employee, nor shall the employee assist any person, or business, or act in a representative capacity for a fee or other compensation on such bill, contract, claim, or other transaction or proposal before the Legislature or territorial agency of which the individual is an employee.

(e) No employee shall assist any person or business or act in a representative capacity before a territorial agency for a fee or other compensation, on any bill, contract, claim, or other transaction or proposal involving official action by the agency if the employee has

official authority over that agency unless such employee has complied with the disclosure requirements of § 15208.”

- 4 GCA § 15206 states: “Contracts.

(a) A territorial agency shall not enter into any contract with an employee or with a business in which an employee has a controlling interest, unless the contract has been awarded through an open, public process. A territorial agency may, however, enter into such contract without resort to competitive bidding process when, in the opinion of the General Services Agency or the procurement officer of that branch of government, the property or services does not fall within the purview of competitive bidding; provided that written justification for the non-competitive award of such contract be made a matter of public record and shall be filed with the Guam Ethics Commission at least ten (10) days before such contract is entered into. With regards to members of boards, commissions, and committees, this Subsection shall apply only to contracts entered into between a business in which a member has a controlling interest and a territorial agency in which the board, commission, or committee to which the individual is appointed has jurisdiction.

(b) A territorial agency shall not enter into a contract with any person or business which is represented or assisted in a material manner in the matter by a person who has been an employee of that agency within the preceding twelve (12) months and who participated while in 8 territorial office or employment in a material manner in the matter with which the contract is directly concerned.”

Department of Revenue and Taxation’s COI Guidelines embody the intent of encouraging competition through openness, impartiality, and public disclosure of relevant information (and the avoidance of conflicts of interest) as described in Guam’s Procurement Law, Title 5, Chapter 5, Article 11, Ethics in Public Contracting; Title 4, Chapter 15, Standards of Conduct for Elected Officials, Appointed Officers, and Public Employees of the government of Guam, The Guam Department of Administration Personnel Code of Conduct and Department of Revenue and Taxation’s aforelisted Standards of Conduct Policies or any other applicable governmental ethics policies.

The one-year prohibition against a Public Employee having a direct beneficial financial interest in a public contract, as provided in 5 GCA § 5632(b) would generally preclude the person from working under the public contract and from representing the Offeror in dealings with the public agency for whom the person had worked. Sharing in the general profits of the Offeror (such as a year-end bonus for overall corporate profits) is likely not a direct beneficial financial interest; however, a bonus or other compensation paid just on the basis of the public contract would be subject to the prohibition.

#### **Standards of Conduct for Offerors and Contractors, and Organizational Conflicts of Interest Policy**

It is the policy of the Department of Revenue and Taxation to avoid, neutralize, or mitigate organizational conflicts of interest that might exist for all procurements. Each individual contracting situation shall be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound

discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it. The principles underlying this policy are: (1) preventing the existence of conflicting roles that might bias an Offeror's judgment; and (2) preventing unfair competitive advantage. In addition to the other situations described in these COI Guidelines, an unfair competitive advantage exists where an Offeror competing for award of any Department of Revenue and Taxation contract possesses: (1) proprietary information that was obtained from a Public Employee without proper authorization; or (2) source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that Offeror in obtaining the contract.

The following situations constitute organizational conflicts of interest. This listing is not exhaustive:

- A conflict of interest exists when an Offeror that provides systems engineering and technical direction for a system is awarded a contract to supply the system or any of its major components; or is a subcontractor or consultant to a supplier of the system or any of its major components; even if the Offeror did not have overall contractual responsibility for the system's development, its integration, assembly, and checkout, or its production. In this example, systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system's basic concepts and supervising their execution by other contractors. Therefore, this Offeror should not be in a position to make decisions favoring its own products or capabilities.
- A conflict of interest exists when an Offeror develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation covering non-developmental items, to be used in a competitive procurement, and also submits a proposal or bid to be allowed to furnish these items, either as a prime contractor or as a subcontractor, for a reasonable period of time including, at least, the duration of the initial contract.
- If a single contractor develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation for non-developmental equipment, that contractor should be eliminated for a reasonable time from competition for production based on the specifications. This should be done in order to avoid a situation in which the contractor could draft specifications favoring its own products or capabilities. In this way, the Government can be assured of getting unbiased advice

as to the content of the specifications and can avoid allegations of favoritism in the award of production contracts.

- When an Offeror develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation to be used in competitively acquiring a system or services, or provides material leading directly, predictably, and without delay to such a statement of work, scope of services, or technical specifications, it is a conflict of interest if that Offeror submits a Proposal or bid to supply the system, major components of the system, or the services, unless:
  - (i) It is the sole source;
  - (ii) It has participated in the development and design work; or
  - (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.
  
- Agencies should normally prepare their own statements of work and scopes of services. When contractor assistance is necessary to develop, prepare, furnish, or draft any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation, the contractor is in a position to favor its own products or capabilities. To overcome the possibility of bias, Offerors are prohibited from supplying a system or services acquired on the basis of a statement of work or scope of services growing out of their services, unless:
  - (i) It is the sole source;
  - (ii) It has participated in the development and design work; or
  - (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.
  
- It is a conflict of interest for a contractor to participate in the evaluation of products or services that it offers. Contracts for the evaluation of offers for products or services shall not be awarded to an Offeror that will evaluate its own offers for products or services, or those of a competitor.

The following situations are not considered to constitute organizational conflicts of interest. This list is not exhaustive:

- In development work, it is normal to select firms that have done the most advanced work in the field. These firms can be expected to design and develop around their own prior knowledge. Development contractors can frequently start production earlier and more knowledgeably than firms that did not participate in the development, and this can affect the time and quality of production, both of which are important to the Government. In many instances, the Government may have financed the development. Thus, while the development contractor has a competitive advantage, it is an unavoidable one that is not considered unfair; hence, this is not considered an organizational conflict of interest.

- It is not an organizational conflict of interest for Offerors that furnish, at Government request, specifications or data regarding a product they provide, even though the specifications or data may have been paid for separately or in the price of the product.
- It is not an organizational conflict of interest where Offerors, acting as industry representatives, help Government agencies prepare, refine, or coordinate specifications, regardless of source, provided this assistance is supervised and controlled by Government representatives.

It is further the policy of the Department of Revenue and Taxation to restrict the Offeror's use of confidential or proprietary information obtained from previous affiliations with the Department of Revenue and Taxation or the Government when competing for Department of Revenue and Taxation contracts. When a contractor requires proprietary information to perform a Government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information: (1) furnished voluntarily without limitations on its use; or (2) available to the Government or contractor from other sources without restriction.

In addition, a contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The Offeror shall provide the Department of Revenue and Taxation with copies of these agreements and ensure that they are properly executed.

Contractors also obtain proprietary and source selection information by acquiring the services of marketing consultants, which, if used in connection with an acquisition, may give the contractor an unfair competitive advantage. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage, and must disclose these relationships to the Department of Revenue and Taxation on the COI Disclosure Form.

**Specific Federal Standards—Procurements Related to Design-Build and Design-Bid-Build**

Pursuant to 23 USC § 112(b)(3), the FHWA has promulgated administrative rules that affect federally funded Design-Build procurements and related procurements. These rules, which are in Chapter 23 of the CFR Part 636, are used as the basis for the Department of Revenue and Taxation's guidelines on the subject and specifically regulate both Organizational and Individual Conflicts of Interest. Department of Revenue and Taxation's COI Guidelines incorporate a number of concepts from these federal provisions.

The primary rule governing Organizational Conflicts of Interest in Design-Build transactions is 23 CFR § 636.116. This rule affects not only Design-Build procurements, but also “any contract for engineering services, inspection, or technical support in the administration of the Design-Build contract.” Following is a summary of this federal rule (Department of Revenue and Taxation’s COI Guidelines apply this rule to design-bid-build and non-A&E activities as well):

Generally, a consultant who assists the state in preparing a Request for Proposals (RFP) document may not, subsequently, propose in response to the RFP. However, the state may determine that the consultant does not have a conflict of interest for a subsequent Procurement if the consultant furnished only “low-level” documents that were incorporated into the RFP and made available to all offerors, and did not assist the state in the development of instructions to offerors or evaluation criteria for the RFP. These Design-Build regulations also apply to “improper business practices and personal conflicts of interest” of the Department of Revenue and Taxation’s selection team members. 23 CFR § 636.117 indicates that Federal Acquisition Regulations (“FARs”---specifically 48 CFR Part 3, Improper Business Practices and Personal Conflicts of Interest) will apply to the state’s selection team members in the absence of relevant state laws and procedures. These regulations require government business to be “above reproach,” conducted “with complete impartiality and with preferential treatment for none,” and with “the highest degree of public trust and an impeccable standard of conduct” to avoid “even the appearance of a conflict of interest.” In design-bid-build transactions, where engineering services are procured separately from the construction services, ordinarily, the consulting Offeror providing the engineering services is not eligible to bid on the construction work for the Project.

No Offeror or any Associate of an Offeror in connection with a Transportation Project shall have, directly or indirectly, any interest, other than his employment or retention by a State or other governmental instrumentality, in any Contract in connection with such Project. No firm or an Associate of an Offeror shall have, directly or indirectly, any interest in any real property acquired or to be acquired for a Project unless such interest is openly disclosed upon the records of Department of Revenue and Taxation and such Offeror or Associate has not participated and will not participate in such acquisition for and in behalf of Department of Revenue and Taxation (see 23 CFR § 1.33).

#### **Specific Federal Standards - National Environmental Policy Act (NEPA)**

No Offeror preparing or providing environmental analysis or impact documents relating to a Project, including draft and final Environmental Assessments (EA) or Environmental Impact Statements (EIS), may have a financial or other interest in the outcome of the Project. A financial or other interest in the outcome of the Project includes any known benefits other than general enhancement of professional reputation, and includes any agreement, enforceable promise, guarantee, or expectation of future work on the Project, as well as any indirect benefit the Offeror is aware of, such as if the Project would aid proposals sponsored by the Offeror’s other clients. Compliance with 40 C.F.R. 1506.5(c) is required, which includes the requirement for a conflict of interest disclosure statement from each Offeror establishing that the Offeror does not have a financial or other interest in the Project.

#### **4. COI Considerations Related to Previous Work on Projects.**

No Offeror that has previously performed services on behalf of the Department of Revenue and Taxation for a Project may be a Proposer or participate as an equity owner, team member, Subcontractor of or to a Proposer on the Project, or have a financial interest in any of the foregoing entities with respect to the Project, unless the Department of Revenue and Taxation is satisfied in its sole discretion that:

- (a) Such services were completed prior to initiation of the Procurement for the Project (exceptions may apply for NEPA services on a case-by-case evaluation of the project specifics against the applicable CFRs);
- (b) Such services included only Low-Level Documents and did not include development of instructions to offerors or evaluation criteria for the RFP;
- (c) Such services did not provide the Offeror with access to or knowledge of Department of Revenue and Taxation confidential or inside information that could provide an unfair competitive advantage with respect to the Procurement;
- (d) The prior Contract and information provided to the Offeror in the performance of its services are either irrelevant to the Procurement or are available on an equal and timely basis to all Proposers;
- (e) The work product from the Offeror incorporated into or relevant to the Procurement is available through Public Disclosure on an equal and timely basis to all Proposers; and
- (f) Any environmental documents prepared by the Offeror have been determined to be objective, and the Department of Revenue and Taxation demonstrated independent decision-making authority during the environmental process.

In such instances where the Department of Revenue and Taxation is satisfied in the manner described above, the Department of Revenue and Taxation may still, in its sole discretion, restrict the scope of Procurement services for which the Offeror shall be eligible to perform in order to further the intent and goals of these COI Guidelines.

Public Disclosure of services or products is an important consideration in determining if an Organizational Conflict of Interest exists. All COI Disclosure Forms will be considered public records, as permitted under Guam's Procurement Law.

#### **5. COI Disclosure Process.**

An Offeror shall certify its compliance with these COI Guidelines at the time of submitting a Proposal to the Department of Revenue and Taxation, during the Procurement Process, and during the time of performance of any awarded Contract with the Department of Revenue and Taxation. If submittal of COI Disclosure Form(s) is required per these COI Guidelines or a specific Procurement or Contract, an Offeror shall represent the correctness of a completed COI Disclosure Form. If an Offeror has any changes to its staffing or organization (whether before or after entering a Contract) that result in an Actual, Apparent or Potential Conflict of Interest (Individual or Organizational) per these

COI Guidelines or per the criteria of any COI form associated with a particular Procurement or Contract, any such changes shall be disclosed within ten (10) business days via submittal of a Correct and signed COI Disclosure Form.

An Offeror shall assure that any COI Disclosure Form it submits includes any information required to be disclosed by its Subcontractors and other Associates, on behalf of the Offeror. An Offeror may submit either the Subcontractors' separate COI Disclosure Forms or incorporate Subcontractor information into its own COI Disclosure Form. The disclosure required with the proposal applies to the prime and all proposed Subcontractors that are identified or anticipated at the time of proposal submission.

The identification, assessment, and management of Actual or Potential Conflicts of Interest are joint tasks among the Department of Revenue and Taxation, the Offeror, and the Offeror's team. An Offeror must work together with the Department of Revenue and Taxation in an atmosphere of candor and accountability during the period of negotiation or performance of the Contract with the Department of Revenue and Taxation. Department of Revenue and Taxation makes the final determination as to the adequacy of any COI disclosures or COI management plan offered by the Offeror.

Department of Revenue and Taxation's COI determination is based on a number of factors, such as:

- ✓ Situational Facts – description of the situation and all known facts specific to the actual or perceived COI
- ✓ Type of Work - specific product or service and Contract(s) involved
- ✓ Relationship to Management - specific interactions with Department of Revenue and Taxation decision-makers
- ✓ Public Disclosure - timing and availability of product or service

The specific facts disclosed in any COI situation will be unique to that situation. Therefore, the decisions and conclusions reached in one situation may or may not be directly applicable to another. For example, the definition of "low-level" documents does not isolate an Offeror producing such documents from a potential COI situation. The ultimate determination will take into account the other factors described above.

## **6. Examples of Conflict of Interest Situations.**

Department of Revenue and Taxation offers the following examples to better illustrate conflict of interest situations that may arise during the course of the performance of a Personal Services Contract, Purchase Request, Purchase Order, or any Contract entered into between Department of Revenue and Taxation and an Offeror, or during any government of Guam Procurement process, in order to provide guidance to Offerors as they determine if their specific situations warrant disclosure, evaluation, and management.

1. A Design-Build solicitation requires the responding teams to propose how to manage site features that were uncovered by a geotechnical engineering Offeror. The Offeror's reports to the Department of Revenue and Taxation on the Project are available to the public. A multi-specialty engineering Offeror that is the parent

company of the geotechnical engineering Offeror submits a proposal to design the overall Project. Depending on the particular mitigating facts, the Department of Revenue and Taxation might determine in writing that the multi-specialty engineering Offeror is eligible to propose.

2. Department of Revenue and Taxation seeks comprehensive project management services for a series of Transportation Projects. One of the proposing Offerors employed a senior official from the Department of Revenue and Taxation who played a significant role in providing direction for the solicitation six months ago. Department of Revenue and Taxation initially assesses this situation as a potential Organizational Conflict of Interest and provides information to potential Proposers of this assessment through an addendum to the RFP. In its proposal, the Proposer provides mitigating information and written assurances that this individual works in an area of the company that will not be working on their program management proposal and that the individual will be isolated inside the company from any information associated with the program, will not be lobbying, will not engage in any activities that would violate the Department of Revenue and Taxation Code of Conduct Policy for the prescribed one-year period, and for a period of one year will not have a direct beneficial interest in the contract. Depending on the particular facts, the Department of Revenue and Taxation might determine that, while the proposing Offeror has a potential Organizational Conflict of Interest, that conflict has been adequately mitigated, and the Offeror will not be disqualified from submitting a proposal.
3. Department of Revenue and Taxation issues an RFP for design and oversight of an intelligent system to collect bridge tolls. The RFP provides that companies having a financial interest in the relevant telecommunications hardware will be excluded from bidding. A company under common ownership with a major electronics manufacturer desires to bid. Department of Revenue and Taxation initially assesses this situation as an Organizational Conflict of Interest, because it cannot know in advance whether the hardware products of this electronics manufacturer would be used in the Project, and Department of Revenue and Taxation informs potential Proposers of its concern related to this type of conflict via an addendum to the RFP. In its proposal, the company offers no mitigating facts or organizational plans that address the Department of Revenue and Taxation's concerns about the conflict. Depending on the particular facts, the Department of Revenue and Taxation determines that the company has an actual conflict of interest.
4. Department of Revenue and Taxation seeks advice from an industry advisory committee to formulate the specifications for an information technology (IT) RFP. An IT Offeror that participated in the advisory committee wishes to submit a proposal in response to the RFP. Depending on the particular facts, the Department of Revenue and Taxation might determine that the role of the Offeror was to represent the industry in the context of a public meeting where other Offerors were invited to submit comments, and that the Offeror therefore does not have an Organizational Conflict of Interest.
5. Department of Revenue and Taxation contracts with an A&E Offeror to develop "low-level" documents prior to establishing a schedule for an RFP in which the

“low-level” documents, still under development, will be used by prospective Proposers. The A&E Offeror has attended the pre-proposal meeting and wishes to propose on the RFP. Department of Revenue and Taxation determines that the company has a potential Organizational Conflict of Interest because of the fact that the low-level documents have not been made public, and the Offeror will still be developing the documents during the solicitation. The company then mitigates the potential conflict of interest by suspending development of new reports during the open period of the solicitation and making all data and information sources available on the Department of Revenue and Taxation website prior to the RFP release. Department of Revenue and Taxation determines that the potential conflict has been adequately managed and the Offeror will not be disqualified from submitting a proposal or being part of the proposing team.

6. Department of Revenue and Taxation contracts with a consulting Offeror to assist the Department of Revenue and Taxation in the development of an RFP and sample Contract for a Design-Build Procurement for the construction of certain Transportation Projects. The Offeror has close contact with Department of Revenue and Taxation decision-makers in the development of the evaluation criteria for the RFP and the proposed Contract terms, and that information is shared throughout the Offeror with all management and technical personnel. The Offeror will not be able to submit a proposal in the design-build Procurement or participate as a team member with an Offeror submitting a proposal in response to the RFP.
7. Department of Revenue and Taxation seeks comprehensive program management services for a series of Transportation Projects. Prior to the release of the RFP, the Department of Revenue and Taxation shared its interpretation of the applicable conflict of interest requirements with the industry. One of the proposing Offerors has a related entity with a planned interest in future design-build construction work related to the transportation program. The COI Disclosure Form does not clearly state whether the related entity is a subsidiary, major partner, Subcontractor, or affiliate of a Subcontractor. The proposing Offeror describes its intent to restrict the flow of information concerning construction Projects to the related entity and thereby to its affiliate construction company, but does not clarify how much information will be shared between the principal and its Subcontractors and affiliates, or the controls placed on the principal Subcontractor-affiliate relationship. Furthermore, the proposing Offeror has provided mitigation information, indicating that the related entity will not participate in providing services under the program management Contract (i.e., design, source selection, award of Contract, etc.). Department of Revenue and Taxation may conclude that the proposing Offeror does not have a conflict of interest that detracts from its eligibility for the program management award. Department of Revenue and Taxation may determine that the related entity has a conflict of interest in future design-build construction work related to the bridge repair and replacement program that has not been adequately mitigated by the measures and information provided by the proposing Offeror. As a result, if the proposing Offeror is awarded the program management Contract, the related construction company will be ineligible for construction work under the program.

This determination will depend upon the precise relationship between the related entity and the Proposer.

8. Completion of a project may encourage construction of a shopping center or industrial park from which an Offeror stands to benefit. If an Offeror is aware that it has such an interest in the decision on the proposal, it will be disqualified from preparing an EIS to preserve the objectivity and integrity of the NEPA process.
9. Department of Revenue and Taxation issues an RFP for A&E services to prepare plans, specifications, and estimate (PS&E) to replace a bridge. The PS&E will be completed as part of a design-bid-build process. One of the A&E firms proposing on the design services owns XYZ Inc., a subsidiary that provides program management services to the Department of Revenue and Taxation under a separate contract. Department of Revenue and Taxation's intent, as advertised in the RFP, is to use XYZ Inc. for administration and oversight of the A&E design services for the bridge replacement project. The A&E firm that is the parent of XYZ Inc. would be ineligible for the award of the A&E design contract.
10. Department of Revenue and Taxation issues an IFB for construction services to replace a bridge. The replacement is being done using the design-bid-build process. One of the construction firms bidding on the public improvement project owns XYZ Inc., a subsidiary that provides construction contract administration and inspection services to the Department of Revenue and Taxation under a separate contract. Department of Revenue and Taxation's intent, as advertised in the IFB, is to use XYZ Inc. for the administration and inspection of the bridge replacement project. The construction firm that is the parent of XYZ Inc. would be ineligible for the award of the construction contract.

### **DEFINITIONS**

The following definitions apply to these COI Guidelines and the Department of Revenue and Taxation's COI Disclosure Form:

**“Actual Conflict of Interest”** means that an individual or Offeror is unable to render impartial assistance or advice to the Department of Revenue and Taxation, has impaired objectivity in performing the Project work, or has an unfair competitive advantage. **“Actual Conflict of Interest”** means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person's relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit or detriment arises out of the circumstances described in the ORS Chapter 244 definition for **“Potential Conflict of Interest”** (see definition below).

**“Affiliate”** (of an Offeror) means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of the Offeror.

**“Apparent Conflict of Interest”** means that an individual or Offeror may reasonably be perceived to have an Actual Conflict of Interest or a Potential Conflict of Interest.

**“Associate”** (of the Offeror) means an employee, executive, director, key project personnel, consultant, contractor, or Subcontractor, or any immediate family member of the foregoing.

**“Authorization”** (of the Contract). A public contract is authorized by a Public Employee if the Public Employee participated substantially in the procurement selection process or performed a significant role in the selection of an Offeror or the execution of the Contract. A significant role includes recommending approval or signing of the Contract, including serving as a reference, recommending selection or serving on a selection committee or team, or having the final authorizing authority for the Contract.

**“Bidder”** means a legally operating business entity submitting a bid in response to a Procurement solicitation.

**“Conflict of Interest”** or **“COI”** means an Individual Conflict of Interest or Organizational Conflict of Interest and includes an Actual, Potential, or Apparent Conflict of Interest.

**“COI Disclosure Form”** means a manually signed disclosure of any Actual Conflict of Interest, Apparent Conflict of Interest, or Potential Conflict of Interest documented in the form of the Department of Revenue and Taxation’s COI Disclosure Form.

**“COI Guidelines”** refers to this document and all references herein.

**“Contract”** means an Agreement, Contract, Purchase Request (PR), Work Order Contract (WOC), Purchase Order (PO), or any other type of agreement with the Department of Revenue and Taxation, regardless of what it may be called, for the procurement or disposal of supplies, services, or construction.

**“Contractor”** means a legally operating business entity that has been awarded a contract in response to a Procurement.

**“Correct”** means, in the context of determining the accuracy of a COI Disclosure Form, that the form, in all material respects, is complete, accurate, not misleading, and does not omit any material information.

**“Offeror”** means a Proposer or Bidder under a Procurement solicitation, a consultant or contractor under a Contract, or a Subcontractor at any tier of a Proposer, consultant, or contractor, and any partner or member of any of the foregoing. An Offeror includes all persons, individual or corporate, without regard to form of legal entity, and any partner or member of any of the foregoing.

**“Member of the Household”** (of the Public Employee) means any person who resides with the Public Employee.

**“Individual Conflict of Interest”** means that an individual has a conflict of interest because of a financial interest, gift, or other activities or relationships with other persons, including but not limited to individuals with whom the individual has business, familial, or household relationships.

**“Interest”** (in the context of a conflict of interest) means a direct or indirect interest and includes a personal as well as financial interest.

**“Low-Level Document”** means A&E, non-A&E, and IT program or project-related documents that provide a basic understanding of a specific aspect of the program or Project. With regard to A&E and related services, it means that the role of the consultant or subconsultant was limited to the provision of preliminary design, reports, or similar “low-level” documents that will be incorporated into the solicitation, and did not include assistance in the development of instructions to offerors or evaluation criteria.

**“Organizational Conflict of Interest”** means that a relationship or situation exists whereby an Offeror or any of its Associates has past, present, or currently planned interests or activities that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) may relate to the work to be performed under the proposed Contract with Department of Revenue and Taxation and which: (a) diminish the Offeror’s or an Associate’s capacity to give impartial, technically sound, objective assistance or advice; (b) may impair the Offeror’s or an Associate’s objectivity in performing the Contract; (c) may impair Department of Revenue and Taxation’s objectivity in oversight of the Contractor’s performance; or (d) may result in an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the Contract.

**“Potential Conflict of Interest”** means that an individual or Offeror, as a result of current plans, may reasonably be expected to have an actual conflict of interest. “Potential Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person’s relative, or a business with which the person or the person’s relative is associated, unless the pecuniary benefit or detriment arises out of the following: (a) an interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position; (b) any action in the person’s official capacity which would affect, to the same degree, a class consisting of all inhabitants of the state or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person’s relative or business with which the person or the person’s relative is associated, is a member or is engaged; or (c) membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

**“Procurement”** means a Request for Proposals (RFP), Request for Quotes (RFQ), Request for Information (RFI), Invitation for Bid (IFB), or any other form of solicitation or Procurement by the Department of Revenue and Taxation.

**“Project”** means any proposed or existing undertaking pertaining to such programs that are assigned to the Department of Revenue and Taxation under applicable law.

**“Proposal”** means a bid, proposal, or other submission appropriate to a Procurement.

**“Proposer”** means a legally operating business entity submitting a Proposal in response to a Procurement.

**“Public Disclosure”** means the work product or service (in connection with the preparation of a Procurement) is available for public review and analysis for a reasonable amount of time, typically at least thirty (30) calendar days.

**“Public Employee”** means any person who is serving the government of Guam or any of its political subdivisions or any other governmental body as defined in 5 GCA § 5125 as an elected official, appointed official, employee, agent, or otherwise, irrespective of whether the person is compensated for the services. (For the purposes of these COI Guidelines, all Department of Revenue and Taxation employees are considered Public Employees under this definition.)

**“Relative”** (of a Public Employee) means:

- the Public Employee’s spouse or domestic partner;
- the children, siblings, spouses of siblings, or parents of the Public Employee or the Public Employee’s spouse; or
- any individual for whom the Public Employee has a legal support obligation or for whom the Public Employee provides benefits arising from the Public Employee’s public employment, or from whom the Public Employee receives benefits arising from that individual’s employment.

**“Subcontractor”** means a contractor or subcontractor at any tier lower than the awarded Contractor.

**Section XIV. CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED  
SEXUAL OFFENDERS [Optional]**

**CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL  
OFFENDERS**

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to an Offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Department of Revenue and Taxation of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on government of Guam property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Department of Revenue and Taxation will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Department of Revenue and Taxation, and the service provider shall notify the Department of Revenue and Taxation when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Department of Revenue and Taxation, then the Department of Revenue and Taxation, in its sole discretion, may suspend temporarily any contract for services.

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I, \_\_\_\_\_ being a duly authorized representative of the  
Offeror,

(print name)

acknowledge the requirements described above, have ensured that the Proposal as submitted addresses these requirements, and certify that if awarded the contract, the Offeror will follow these mandates.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



**RFP DRT-2026-001, Real Property Tax Assessment, Tax Roll and, Billing  
Services for Tax Year 2026**

Attachment 1 - Sample Contract



## SAMPLE CONTRACT

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

### AGREEMENT BETWEEN THE GUAM DEPARTMENT OF REVENUE AND TAXATION AND [VENDOR] FOR SERVICES PURSUANT TO RFP DRT-2026-001

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

**WHEREAS**, DRT issued a Request for Proposal ("RFP") DRT-2026-001 for **Real Property Tax Assessment, Tax Roll, and Billing Services for Tax Year 2026**, attached herewith as **Exhibit 1**;

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

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

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

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

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

#### **I. Statement of Services to be Performed.**

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



services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

- b. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor engaged in the same and similar field as Contractor herein. DRT may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.
- c. Other Work. DRT acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event DRT discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by DRT and DRT may invoke any further available remedies under the terms of this Agreement.
- d. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by DRT.

## **II. Term of Agreement.**

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

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

## **III. Compensation.**



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

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

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

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

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

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

#### **IV. Early Termination.**

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

- (i) **Termination without Cause:** DRT may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;
- (ii) **Termination in the Best Interest of the Government of Guam:** DRT may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor



and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of DRT.

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

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

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



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

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

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

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

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



respect to rights of either Party under this Agreement, including but not limited to either Parties' rights to assert damages for breach of this Agreement.

**V. Contact Person.**

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

**VI. Confidentiality.**

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

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

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

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



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

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

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

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

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

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

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

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

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

**XII. Notices.** All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be affected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs



first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO DRT:  
DEPARTMENT OF REVENUE AND TAXATION  
Attention: DIRECTOR  
address

TO CONTRACTOR:  
[VENDOR]

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

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

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

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

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



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

**XIX. Compliance with Laws.**

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

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

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

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

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

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

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



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

## **XXI. Liability.**

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

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

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

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



contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

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

**XXIV. Independent Contractor and its Employees.**

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



association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by DRT for the Contractor.

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

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

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

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

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



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

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

#### **XXVII. Mandatory Representations by Contractor:**

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

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

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

D. **Ethical Standards.** Contractor warrants it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical



standards set forth in 5 GCA Chapter 5 Article 11 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

**XXVII. Disputes.**

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

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

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

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



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

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

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

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

**---End document---**

