

REQUEST FOR PROPOSALS

GHS/OCD NO. RFP-24-001

UPDATE OF THE 2019 GUAM HAZARD MITIGATION PLAN

PROPOSAL SUBMISSION DUE DATE

**January 18, 2025 @3:00 p.m.
Chamorro Standard Time**

PLACE OF SUBMITTAL

**Guam Homeland Security/Office of Civil Defense
221-B Chalan Palasyo,
Agana Heights, Guam 96910**

**Attn: Anita T. Cruz
Buyer Supervisor II**

**REQUEST FOR PROPOSAL
GHS/OCD NO. RFP-24-001**

UPDATE OF THE 2019 GUAM HAZARD MITIGATION PLAN

The Guam Homeland Security/Office of Civil Defense invites the submission of proposals from qualified offerors to review, assess, and update the existing 2019 Guam Hazard Mitigation Plan to ensure that it effectively addresses current and emerging threats, integrates with other planning efforts, and maintains compliance with relevant federal requirements.

This RFP is available for download from GHS/OCD's website at <https://ghs.guam.gov> and public inspection at GHS/OCD's Office located at 221-B Chalan Palasyo, Agana Heights, Guam, 96910, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. A copy of the RFP may be picked up at the Guam Homeland Security/Office of Civil Defense Office upon registration. GHS/OCD recommends that any and all prospective offerors register by submitting to GHS/OCD the Acknowledgement of Receipt Form included in this RFP. GHS/OCD shall not be liable for failure to provide notice(s) or addenda to any prospective offerors who did not submit an Acknowledgement of Receipt Form.

To be considered, Offerors must deliver in a sealed package to the address below prior to the date and time stated: 1) **one original and four copies** of their proposal prepared in accordance with the instructions set forth in this RFP; and 2) all other documents and information required by the RFP. The outside of the sealed envelope or package must be labeled "Update of the 2019 Guam Hazard Mitigation Plan", with the RFP No., the Offeror's name and showing the Due Date and Time of the Proposal submission date.

The Un-priced Technical Offer and the Cost Proposal shall be submitted in writing in **separate envelopes** marked "Technical Proposal" and "Cost Proposal" to the Guam Homeland Security/Office of Civil Defense **no later than 3:00 pm**, Guam Standard Time (Guam Time), on **January 18, 2024**.

Deliver proposals to:

By Hand Delivery:

Guam Homeland Security/Office of Civil Defense
221-B Chalan Palasyo,
Agana Heights, Guam 96910
Attn: Anita T. Cruz

By Mail:

Guam Homeland Security/Office of Civil Defense
221-B Chalan Palasyo,
Agana Heights, Guam 96910
Attn: Anita T. Cruz

**PROPOSALS MUST BE RECEIVED BY GHS/OCD NO LATER THAN
3:00 PM, Monday, January 18, 2024 (ChST)**

Late proposals will not be considered. The submission of a proposal by any Offeror does not in any way commit GHS/OCD to enter into an agreement with that offeror, or any other offeror. GHS/OCD reserves the right to reject any or all proposals, to advertise for new proposals or to cancel the RFP. For further information please contact Ms. Anita T. Cruz, Buyer Supervisor at anita.cruz@ghs.guam.gov.

OVERVIEW OF PROJECT SCOPE

Proposals are solicited to provide services for the Update of the 2019 Guam Hazard Mitigation Plan. Proposals from qualified offerors to review, assess, and update the existing 2019 Guam Hazard Mitigation Plan to ensure that it effectively addresses current and emerging threats, integrates with other planning efforts, and maintains compliance with relevant federal requirements. **The completion timeline is May 5, 2024.**

KEY ELEMENTS OF THE RFP PROCESS
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<u>ELEMENT</u>	<u>DESCRIPTION</u>
Schedule	GHS/OCD has adopted the following schedule of events for this RFP. This schedule is subject to change at the sole discretion of GHS/OCD and Offerors will be notified of any changes by an amendment to this RFP. All times are Chamorro Standard Time (ChST).
Event	Date
RFP Issue Date	January 04, 2024
Deadline for Receipt of Written Questions	January 09, 2024
Proposal Submission Due Date and Time	January 18, 2024 @3:00 p.m.
Interviews with Proposers	Offerors will be notified
Notice of Award	Upon completion of negotiation process
Minimum Qualifications	Offerors must have a minimum of five (5) years of substantial, continuous and recent experience in the development or update of a Hazard Mitigation Plan.
Term	Completion deadline May 5, 2024

**REQUEST FOR PROPOSAL
GHS/OCD RFP NO. 24-001**

**UPDATE OF THE 2019 GUAM HAZARD MITIGATION PLAN
FOR GUAM HOMELAND SECURITY/OFFICE OF CIVIL DEFENSE**

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by email to anita.cruz@ghs.guam.gov

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding RFP _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

Note: GHS/OCD recommends that prospective offeror register current contact information with GHS/OCD to ensure they receive any notices regarding any changes or update to the RFP. The procuring agency will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to the request for proposal must be submitted to the Guam Homeland Security/Office of Civil Defense email to anita.cruz@ghs.guam.gov. Attention to the Anita Cruz, Buyer Supervisor II no later than **January 09, 2024** close of business at 5:00pm.

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SECTION 1
SCHEDULE OF EVENTS

GHS/OCD has adopted the following schedule of events for this RFP. This schedule is subject to change at the sole discretion of GHS/OCD and offerors will be notified of any changes by an amendment to this RFP. All times are Chamorro Standard Time (ChST).

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	January 04, 2024
Deadline for Receipt of Written Questions	January 09, 2024
Proposal Submission Due Date	January 18, 2024
Interviews with Offerors	Offerors will be notified

SECTION 2
GENERAL INFORMATION

2.1. PROJECT OVERVIEW

The Guam Homeland Security/Office of Civil Defense invites the submission of proposals from qualified offerors to review, assess, and update the existing 2019 Guam Hazard Mitigation Plan to ensure that it effectively addresses current and emerging threats, integrates with other planning efforts, and maintains compliance with relevant federal requirements.

2.2. SINGLE POINT OF CONTACT

From the date this RFP is issued until final award, **Offerors shall not communicate with any GHS/OCD, officials regarding this RFP**, except for the single point of contact for this RFP. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Anita T. Cruz, Buyer Supervisor
Guam Homeland Security/Office of Civil Defense
221-B Chalan Palasyo, Agana Heights, Guam 96910
Tel: (671) 478-0291
Email: anita.cruz@ghs.guam.gov

2.3. RFP PACKAGE

Please review the RFP upon receipt to ensure that you have in your possession all of the necessary documents. If you find that certain required documents are missing, please contact the single point of contact to obtain any missing documents. GHS/OCD will not be bound by any oral instructions or information given that is not contained in this Request for Proposals or any future amendment issued. All capitalized terms shall have the meanings set forth in the attached draft Update the 2019 Hazard Mitigation Plan unless otherwise defined in this RFP.

2.4. COMPLETENESS OF PROPOSALS

Selection and award will be based on the information contained in the proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by GHS/OCD

2.5. FAILURE TO COMPLY WITH INSTRUCTIONS

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. GHS/OCD may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow the required proposal format, are difficult to understand, are difficult to read, or are missing any requested information.

2.6. RECEIPT/OPENING OF PROPOSALS

Proposals shall not be opened publicly, and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established submission due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or item offered. The Register of Proposals shall be opened to public inspection only after award of the contract.

2.7. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

All proposals will initially be classified as either “responsive” or “non-responsive”. Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

2.8. DETERMINATION OF RESPONSIBILITY

GHS/OCD will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and issued to the affected offeror.

2.9. GHS/OCD'S RIGHTS RESERVED

While GHS/OCD has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GHS/OCD to award and execute a contract. Upon a determination such actions would be in its best interest, GHS/OCD, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the offeror in accordance with applicable statutes and or regulations;
- Not award if it is in the best interest of GHS/OCD not to proceed with contract execution;

2.10. CONFIDENTIALITY

In accordance with Guam Procurement Regulations § 3114(h)(2), offerors may identify trade secrets and other proprietary data contained in their proposals. If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, GHS/OCD shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, GHS/OCD shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

2.11. DEBARMENT AND SUSPENSION - 49 C.F.R. Part 29 Executive Order 12549

The offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If an offeror cannot certify this statement, attach a written explanation for review by the GHS/OCD. (**Attachment A-1**)

2.12. CERTIFICATION REGARDING LOBBYING – 49 C.F.R. Part 20

Certification for contracts, grants, loans, and cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000.00 (Attachment A-2)

2.13 GUAM HOMELAND SECURITY/OFFICE OF CIVIL DEFENSE:

Certificate of Compliance (Attachment A-3)

2.14 TAXES

Offerors are cautioned that they are subject to Guam Business Privilege Taxes and Guam Income Taxes and the selected offeror shall be solely responsible for ensuring that it complies with all applicable tax laws. Specific information regarding taxes may be obtained from the Director of Revenue and Taxation.

2.15 LICENSING

Offerors are cautioned that they are subject to Guam Licensing laws and the selected offeror shall be solely responsible for ensuring that it complies with all applicable licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

2.16 CONTRACT

Due date to submit final Plan (Update of the 2019 Guam Hazard Mitigation Plan) is May 5th, 2024 where FEMA Region 9 will further review for final approval. This process would normally take 2 months from the date of submission to FEMA. Once approved by the Government of Guam and FEMA, payment to the successful offeror (plan developer) will be processed.

2.17 REPRESENTATIONS, ETC.

In making a proposal, the Offeror expressly offers to assume all the obligations and liabilities contained in this RFP.

2.18 FUNDING:

This procurement is 100% federally funded by the Building Resilient Infrastructure and Community (BRIC EMF-2020-BR-149-0014)

SECTION 3

INSTRUCTIONS & PROCEDURES

3.1. AVAILABILITY

This RFP is available for download from GHS/OCD's website at <https://ghs.guam.gov> and public inspection at GHS/OCD's Office located at 221-B Chalan Palasyo, Agana Heights, Guam, 96910, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. A copy of the RFP may be picked up at the GHS/OCD Office upon registration with GHS/OCD. GHS/OCD recommends that any and all prospective Offerors register by submitting to GHS/OCD the Acknowledgement of Receipt Form included as an Attachment to this RFP. GHS/OCD shall not be liable for failure to provide notice(s) or amendments to any prospective offerors who did not submit an Acknowledgement of Receipt Form.

3.2. AMENDMENTS

GHS/OCD reserves all rights to revise or amend this RFP prior to the date set for submission of proposals. Such revisions and amendments, if any, will be announced by an amendment to this RFP and shall be identified as such. The amendment shall refer to the portions of the RFP it amends. Amendments shall be sent to all prospective offerors who have submitted the Acknowledgement of Receipt Form to GHS/OCD and shall also be made available on GHS/OCD's website. All prospective offerors who have submitted the Acknowledgement of Receipt Form to GHS/OCD must acknowledge receipt of all amendments issued.

3.3. PRE-PROPOSAL QUESTIONS

3.3.1. Pre-Proposal Questions. Prospective offerors with questions or requiring clarification or interpretation of any section of this RFP must address their questions in writing or via e-mail to the Single Point of Contact identified above on or before the deadline set forth in the Schedule of Events. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

3.3.2. GHS/OCD's Response. GHS/OCD will provide an official written answer to all questions received by written amendment if required. Any other form of interpretation, correction, or change to this RFP will not be binding upon the GHS/OCD. Any written amendment will be forwarded to all prospective offerors who submitted an Acknowledgement of Receipt Form by the close of business on the date of issuance of GHS/OCD's response. Prospective offerors must acknowledge receipt of all amendments upon receipt and with their proposals.

3.4. PROPOSALS

3.4.1 General. Proposals must be in writing, signed in ink, and must include all required information. The Proposal must be signed on behalf of the offeror and acknowledged as specified. Offerors must clearly mark one proposal as "ORIGINAL", provide four (4) hard copies. The original and each hard copy must be separately bound. 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 or items not called for in the RFP, or irregularities of any kind may be rejected by GHS/OCD as being non-compliant. The original and copies must be placed in a sealed package clearly addressed to the attention of the Point of Contact and labeled "Technical Proposal" with the offeror's name and address and the RFP Number and name. Detail budget breakdown, including professional fees, travel expenses, and any other allowable costs to be submitted and labeled "Cost Proposal" with the offeror's name and address and the RFP Number and name

3.4.2 Modification of Proposals. Proposals may be modified at any time prior to the conclusion of discussions.

3.4.3 No Late Proposals. Proposals must be received at the receptionist's desk of GHS/OCD's Office by the Proposal Submission Due Date set forth in the Schedule of Events. Postmarks will not be considered in judging the timeliness of submissions. Oral, email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the GHS/OCD's Office at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

3.4.4 GHS/OCD Not Responsible for Preparation Costs. The costs for developing and delivering proposals in response to this RFP and any subsequent presentations of the proposal as requested by GHS/OCD shall be at the sole cost and expense of the offeror. GHS/OCD is not liable for any expense incurred by the offeror in the preparation, delivery, and/or presentation of its proposal or any other costs incurred by the offeror.

3.4.5 All Timely Submitted Materials Become GHS/OCD Property. All materials submitted in response to this RFP become the property of GHS/OCD and shall be appended to any formal documentation, which would further define or expand any contractual relationship between GHS/OCD and the successful offeror resulting from this RFP process.

3.4.6 Rejection of Proposals. Any proposal submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of GHS/OCD or the government of Guam in accordance with Guam Procurement Regulations § 3115(e).

3.4.7 Time for Completion: It is hereby understood and mutually agreed by and between the offeror and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the offeror refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by offeror), then the offeror is in default. Defaults will be treated subject to and in accordance with the provision of 2 GAR, Div. 4 §6101(8)

3.4.8 Type of Contract: A Purchase Order will be consummated between the successful offeror and the Guam Homeland Security/Office of Civil Defense. The Purchase Order will contain the Scope of Services for "Update of the 2019 Guam Hazard Mitigation Plan". Offeror must comply with all the requirements/specifications of RFP GHS/OCD RFP-24-001 along with all the Terms and Conditions which will be incorporated and made a part of the purchase order.

3.5. MINIMUM QUALIFICATIONS

3.5.1. **Minimum.** Offerors must have a minimum of five (5) years of substantial, continuous and recent experience in the development of a Hazard Mitigation Plan or an Update of a Hazard Mitigation Plan.

3.5.2. The abilities, qualifications and experience of key person(s) who are proposed to Update the 2019 Guam Hazard Mitigation Plan, if awarded, in a form of a resume or whatever is deemed appropriate.

3.5.3. A plan giving as much detail as is practical explaining how the Update of the 2019 Guam Hazard Mitigation Plan will be managed and operated.

3.5.4. **Other Criteria.** Each proposal will be reviewed for other criteria such as offeror's other relevant experience and history.

3.5.5 **Evaluation Committee.** Upon opening the proposals received in response to this RFP, the Office of Civil Defense Administrator of GHS/OCD will establish an evaluation committee to hold any necessary discussions with offerors and to review and evaluate all timely proposals received.

3.5.6. **Discussions.** In accordance with the Guam Procurement Regulations, the evaluation committee may in its discretion conduct discussions with any Offeror. The purposes of such discussions shall be to clarify and/or explain parts of the proposal. The discussions will be recorded. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by any of the offerors.

3.5.7. **Evaluation of Proposals.** Before fully evaluating the technical merits of the proposal, the procurement officials will first determine whether the offeror satisfies the minimum qualifications described in this RFP, if any. Failure to comply with or satisfy the minimum qualifications or requirements shall result in disqualification or rejection of the proposal. The GHS/OCD may waive minor irregularities whenever it is deemed to be in the best interest of GHS/OCD. The evaluation committee will review and score written proposals based on the Evaluation Criteria identified in Section 5. The evaluation committee may utilize other sources for technical assistance and guidance.

3.5.8 **Selection of the Best Qualified Offerors and Award.** After completion of the Discussion and Evaluation of Proposals phases, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number if less than three (3) acceptable proposals were submitted) deemed to be the best qualified, most qualified and qualified. The recommended ranking and request to award to the best qualified offeror will be presented to the Guam Homeland Security Advisor for approval subject to successful contract negotiations. If approved, GHS/OCD shall commence negotiations of an agreement. If negotiations are successful and all contract terms are agreed upon with the best qualified offeror, award will be made to that offeror. If negotiations fail with the best qualified offeror, GHS/OCD may enter into negotiations with the most qualified offeror, and so on, as provided in the Guam Procurement Regulations.

3.6. REQUIRED AFFIDAVITS.

Each offeror is required to submit the affidavits and assurances. Failure to include said affidavits and assurances shall render a proposal non-responsive.

3.6.1 Affidavit Disclosing Ownership, Influence, Commission and Conflicts of Interest (Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021) (Attachment A-4). As a condition of this RFP, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

3.6.2 Certification of Independent Price Determination per 2 GAR § 3126 / Affidavit Re Non-Collusion (Attachment A-5). By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion. The offeror, upon signing the Request for Proposal, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.

3.6.3 Representation Regarding Gratuities and Kickbacks per 5 GCA § 5630 (Attachment A-6). **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.

3.6.4 Prohibition against Contingent Fees per 2 GAR § 11108 (Attachment A-7). It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3.6.5 Representation regarding Ethical Standards per 2 GAR § 11103 (Attachment A-8).

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

3.6.6 Wage Determination per 5 GCA § 5801 (Attachment A-9). 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.

3.7. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS (Attachment A-10)
Pursuant to 5 GCA § 5253,

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

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

SECTION 4
UPDATE OF THE 2019 GUAM HAZARD MITIGATION PLAN

4.1. SCOPE OF WORK

4.1.2 Update the 2019 Guam Hazard Mitigation Plan in accordance with the:

- U.S. Department of Homeland (DHS) Security State Mitigation Planning Policy Guide (2022)
- 44 CFR, Part 201
- DHS National Mitigation Investment Strategy
- DHS National Mitigation Framework

4.1.3. Offeror will develop a “Planning Process” section in the plan The section will contain:

- a. The section will describe the current process used to update the plan including:
 1. How the plan will be prepared
 2. Schedule/time frame
 3. Specific milestones and activities
 4. Agencies and stakeholders involved in the process
 5. An assessment of how integrated the mitigation planning process was integrated with other territorial efforts
- b. The section will describe the coordination with other territorial agencies, appropriate federal agencies, and other stakeholders and how they were involved in the process.¹
- c. The section will describe how the territory coordinated with other Agencies and interest groups, including stakeholders responsible for the following sectors:
 1. Emergency management (including Safety and Security, Hazardous Materials, and Food, Water, Shelter community lifelines).
 2. Economic development
 3. Land use and development, including territory agencies responsible for regulating building codes
 4. Housing (including Food, Water, Shelter community lifelines).
 5. Health and social services (including Health and Medical community lifelines)
 6. Infrastructure (including Energy, Communications, Transportation, and Food, Water, Shelter community lifelines).
 7. Natural and cultural resources

¹ *Involved in the process* is defined as engaged as participants and given the opportunity to provide meaningful input to affect the plan's content.

- d. The section will describe how the territory coordinated with agencies and organizations with:
 1. Climate change and climate adaptation expertise
 2. Territory agencies with programs, policies, and assistance that support underserved communities.
 3. And other representatives serving these communities in the mitigation planning process.

Where coordination with the agencies and stakeholders representing these sectors is not practicable, the Contractor will describe the limitations and recommendations on how the territory will overcome barriers.

**2. The Offeror will develop a “Hazard Identification and Risk Assessment” section in the plan.
*The section will contain:***

- a. The section will include a current overview of all natural hazards², that can affect the territory and a summary of each hazard that includes the following:
 1. Location: Information on where the hazards have occurred or could occur, using maps where appropriate and available
 2. Previous occurrences: Information about when hazards have occurred in the past, including information about the range of observed intensities of these hazards, using maps where appropriate and available
- b. The section must include a risk assessment that provides an overview of the probabilities of future hazard events³ that include:
 1. Projected changes in the location
 2. Range of anticipated intensities
 3. Frequency
 4. And/or duration of each natural hazard including climate change (e.g., long-term weather patterns, average temperature, and sea levels) on the type, location, and range of anticipated intensities of identified hazards
- c. The risk assessment must include:
 1. An overview and analysis of the vulnerability to territory assets (includes territory-owned or operated critical facilities⁴, buildings, infrastructure, and community lifelines) from the identified hazards;
 2. Review of factors that may affect the vulnerability of asset use and function, such as construction type, age, or intended use
 3. A summary of the most vulnerable assets
 4. Potential impacts⁵
 5. Estimated potential dollar losses to territory assets located in identified hazard areas.

² *Natural hazards* are defined as sources of harm or difficulty created by meteorological, environmental, or geological events. Natural hazards, such as flooding and earthquakes, affect the built environment, including dams and levees.

³ *Probability of future hazard events* is defined as the likelihood of the hazard occurring or reoccurring. It may be defined in historical frequencies, statistical probabilities, hazard probability maps, and/or general descriptors (e.g., unlikely, likely, highly likely). If general descriptors are used, they must be quantified or defined in the plan. For example, “highly likely” could be defined as “100% chance of occurrence next year” or “one event every year.”

⁴ *Critical facilities* are structures that the territory determines must continue to operate before, during, and after an emergency and/or hazard event and/or are vital to health and safety.

⁵ *Impacts* are the consequences or effects of each hazard on the territory’s assets and jurisdictions identified in the vulnerability assessment.

- d. The risk assessment must provide an overview and analysis of vulnerable local jurisdictions based on the territory's risk assessments. Vulnerability must be analyzed in terms of:
1. Jurisdictions most threatened by the identified hazards based on type, location, range of anticipated intensities, and probability; probability must include the potential impacts of climate change.
 2. Jurisdictions most vulnerable to damage and loss from hazard events with respect to potential impacts to:
 - a. Populations, including socially vulnerable and underserved communities.
 - b. Structures, including critical facilities.
 - c. Infrastructure and community lifelines⁶ servicing jurisdictions that could affect territory resilience, including Safety and Security; Food, Water, Shelter; Health and Medical; Energy; Communications; Transportation; and Hazardous Material lifelines.
 - d.
- e. The risk assessment must include an overview⁷ and analysis of the potential losses to identified vulnerable structures based on estimates in the local risk assessments as well as the territory's risk assessment.
- f. The plan must provide a summary of recent development and potential or projected development in hazard-prone areas based on territorial and local government risk assessments including, but not limited to the following:
1. Changes in land use and the built environment and projected future growth or re-development areas.
 2. Changes in population demographics that may affect vulnerability to hazard events, including socially vulnerable and underserved communities.
 3. Changes to the vulnerability of territory assets.
 4. Changes in development⁸ that could impact jurisdictions most threatened by the identified hazards based on local risk assessments, including the potential impacts of climate change.
- g. Develop within the territory's wildfire hazards assessment:
1. An overview of the location of previous occurrences of wildfire hazards in the territory
 2. An overview of the probability of future wildfire events that include:
 - a. the projected changes in the location
 - b. intensity
 - c. frequency and/or duration of wildfire hazards
 3. The vulnerability of territory assets located in wildfire hazard areas and estimate the potential dollar losses to those assets.
 4. an overview and analysis of local governments' vulnerability to wildfires and the potential losses to vulnerable structures
 5. identify mitigation actions and activities to reduce the vulnerability of jurisdictions within the territory as well as the vulnerability of territory-owned assets described during the risk and vulnerability assessments

⁶ *Community lifelines* are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function.

⁷ An *overview* provides the analysis results and does not need to include the details from each local plan. Detailed analyses do not need to be placed in the body of the plan. They can be included as appendices. An example of an overview is a list of key issues or problem statements that clearly describe the greatest vulnerabilities and compare losses across the territory, allowing the territory to determine mitigation priorities.

⁸ *Changes in development* include conditions that may affect jurisdictions' risks from and vulnerabilities to hazards, such as changes in land use and development, including infrastructure development, declining populations, projected increases in population, or shifts in the needs of underserved communities or gaps in social equity.

3. The Offeror will develop a “Territory Mitigation Capabilities” section in the plan.

- a. The section must describe and evaluate the territory’s existing pre- and post-disaster hazard management policies, programs, and capabilities to mitigate the hazards identified in the risk assessment, including but not limited to:
1. An evaluation of territory laws, regulations, policies, and programs related to hazard mitigation that improve or impede resilience to future natural hazard events and other future conditions, including the potential effects of climate change, that contains:
 2.
 - a. A summary description of territory land use laws, enabling legislation, and plans, including authorities that may be delegated to local governments by territory law.
 - b. A summary description of territory laws governing the adoption and enforcement of building codes, including authorities that may be delegated to local governments by territory law.
 - i. Provide a description of the territory’s adopted building code, including the year of adoption, model code year, and whether the code includes hazard-resistant provisions.
 - c. A summary description of how territory agencies work together to administer the National Flood Insurance Program (NFIP) pre- and post-disaster, including:
 - i. Changes in participation, insurance coverage, and trends.
 - ii. Substantial damage administration.
 - iii. Support for communities participating in or interested in the Community Rating System (CRS).
 - iv. A summary of structures at high risk of flooding, including repetitive and severe repetitive loss structures, and any action taken to reduce the number of these structures.
 - v. Any other NFIP challenges that may be identified during regular coordination between the territory and the Federal Emergency Management Agency (FEMA).
 - d. A summary discussion of the territory’s participation in and capabilities related to FEMA’s flood hazard mapping program (i.e., Risk MAP) including how the territory shares flood risk data for use in mitigation and community planning and mitigation action development, identifies areas that need to be studied or restudied, and builds partnerships.
- b. A general description of territory funding capabilities for hazard mitigation actions and projects, including how the territory has used:
1. Its own funds and other territory resources
 2. FEMA mitigation programs and funding sources, including, but not limited to: Hazard Mitigation Grant Program (HMGP), HMGP Post Fire, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), High Hazard Potential Dams (HHPD) and Public Assistance (PA) Mitigation

3. Other federal programs and funding sources for mitigation, if applicable.

c. A summary of:

1. Obstacles, challenges, and proposed solutions related to any territory capabilities, including a brief discussion of potential strategies for overcoming any challenges related to implementing and enforcing hazard-resistant building codes territory-wide, as applicable.⁹
2. Changes since the previous plan approval.

4. Offeror to develop a “Mitigation Strategy” section in the plan.

- a. The section must identify hazard mitigation goals¹⁰ representing what the territory seeks to accomplish through mitigation plan implementation using a wide range of funding, including non-FEMA funding.
- b. Contractor will ensure the goals are consistent with the hazards and that they are identified in the risk assessment.
- c. The section must identify actions based on the current risk assessment to reduce the vulnerability of jurisdictions within the territory as well as the vulnerability of territory-owned assets as described in the vulnerability assessment of territory-assets section and overview and analysis of jurisdictions' vulnerabilities.
- d. The section must describe the process the territory uses to evaluate and prioritize cost-effective, environmentally sound, and technically feasible actions.
- e. The section must describe how each action contributes to the hazard mitigation goals.
- f. The section must describe how local government mitigation strategies link to the territory mitigation strategy.
- g. Mitigation activities must include the identification of current and/or potential sources of federal, territory, local, or private funding for implementation.
- h. At a minimum, the section must identify FEMA mitigation funding sources (if applicable) including, but not limited to: HMGP, HMGP Post Fire, BRIC, FMA, HHPD and PA Mitigation.¹¹
- i. The section must provide a narrative of the status of each mitigation action in the previous plan.
 1. This narrative must identify which actions have been completed or not completed.
 2. For uncompleted actions, the section must describe whether the action is either no longer relevant or included in the updated plan.
- j. Update the prioritization of mitigation actions and activities based on the updated analysis of risks, capabilities and progress.

⁹ These items may be included in the mitigation strategy section of the plan.

¹⁰ *Goals* are broad, long-term policy and vision statements that explain what will be achieved by implementing the mitigation strategy

¹¹ Stafford Act, §406(e) Repair, Restoration, and Replacement of Damaged Facilities and 44 CFR § 206.226, Restoration of damaged facilities. FEMA Recovery Policy 9526.1 “Hazard Mitigation Funding Under Section 406 (Stafford Act),” dated March 30, 2010.

5. Offeror to develop a “Local Planning Coordination and Capability Building” section in the plan.

- a. The section must provide a summary of current local government policies, programs, and capabilities of jurisdictions to accomplish hazard mitigation.
- b. The section must describe the effectiveness of local government mitigation policies, programs, and capabilities, including:
 1. Challenges to implementing these mitigation policies, programs and capabilities. These should include gaps and disparities in serving underserved communities and challenges resulting from the impacts of climate change.
 2. Opportunities for implementing mitigation actions through local government capabilities.
- c. The section must describe how the territory supports developing or updating FEMA-approvable mitigation plans, including the process used to provide:
 1. Training
 2. Technical assistance
 3. Funding
- d. The section must provide a brief summary of the following:
 1. Barriers to developing or updating, adopting, and implementing FEMA-approved local government mitigation plans based on an analysis of plan and jurisdiction coverage data and trends across the territory.
 2. Steps to remove barriers to help local governments advance mitigation planning, including how plan and jurisdiction coverage data and trends inform those steps. Maps or tables may be used if appropriate.
- e. The section must describe criteria for prioritizing jurisdictions to receive planning and project grants under available federal and non-federal programs. A principal criterion for prioritizing grants will be the degree to which benefits are maximized. Areas of consideration should include, but not be limited to:
 1. Communities at the highest risk with the highest vulnerability, including underserved communities and socially vulnerable populations. The section should consider non-monetary benefits.
 2. High-risk properties, including repetitive loss¹² and severe repetitive loss¹³ structures.
 3. Areas under intense development pressures and areas that may experience increasingly severe impacts from climate change.

¹² *Repetitive loss structure* means a structure covered under an NFIP flood insurance policy that (1) has incurred flood-related damage on two occasions, in which the cost of repair, on average, equaled or exceeded 25% of the value of the structure at the time of each such flood event; and (2) at the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage (44 CFR § 77.2 Definitions)

¹³ *Severe repetitive loss structure* means a structure covered under an NFIP flood insurance policy and has incurred flood-related damage (1) for which four or more separate claims have been made under flood insurance coverage, with the amount of each claim (including building and contents payments) exceeding \$5,000 and with the cumulative amount of such claims payments exceeding \$20,000; or (2) for which at least two separate flood insurance claims payments (building payments only) have been made, with the cumulative amount of such claims exceeding the value of the insured structure (44 CFR § 77.2 Definitions).

- f. The section must describe the territory's process and time frame to review and submit approvable local mitigation plans to FEMA. If the territory is unable to consistently submit approvable plans to FEMA or submit adoption resolutions from participating jurisdictions, including special districts, the plan must describe actions planned to improve territory and local mitigation planning capabilities.
- g. The section must describe the territory's process and time frame to share risk assessment data and mitigation priorities with local governments for their plan updates, as well as integrate local risk assessment and mitigation actions into the territory mitigation plan updates.

6. Offeror to Develop a "Review, Evaluation, and Implementation" section of the plan.

- a. The section must describe the process to monitor, evaluate, and update the plan. The description must include:
 - 1. The agency/office responsible for monitoring¹⁴, evaluating¹⁵, and updating¹⁶.
 - 2. The schedule for monitoring, evaluating, and updating.
- b. The section must describe the system for tracking the implementation of the mitigation activities and projects identified in the mitigation strategy. This includes all mitigation activities, not just those funded by FEMA.
- c. The system must include the following:
 - 1. A schedule
 - 2. The agency/office responsible for coordination
 - 3. The role of the agencies/offices identified in the mitigation strategy as responsible for the implementation of actions.
- d. The section must describe a system for reviewing progress on achieving the mitigation strategy's goals; that includes the criteria and process for evaluating progress.

7. Offeror to Develop an "Adoption and Assurances" section in the plan.

- a. The territory must provide documentation of formal adoption by the highest elected official or designee¹⁷ prior to FEMA approval. Documentation of formal adoption may be a resolution or other mechanism.
- b. The section must include assurances that the territory will manage and administer FEMA funding in accordance with applicable federal statutes and regulations. For example, reporting requirements include, but are not limited to, submitting quarterly financial and performance reports on time.
- c. The section must include assurances that the territory will update its plan whenever necessary to reflect territory or federal laws and statutes changes.

¹⁴ *Monitoring* means tracking the plan's implementation over time.

¹⁵ *Evaluating* means assessing the effectiveness of the plan at achieving its stated purpose and goals.

¹⁶ *Updating* means reviewing and revising the plan at least once every five years.

¹⁷ *Highest elected official or designee* means a senior territory official with authority to commit the various territory agencies responsible for implementing the mitigation actions identified in the plan.

8. **Coordinate with the State Hazard Mitigation Officer to obtain a list of stakeholders and partners before interviewing and meeting. (1 Week)**
 - a. Report any problems, issues, obstacles, or hindrances that prevent them from meeting with stakeholders and partners to the State Hazard Mitigation Officer.

9. **Provide 14 digital bi-weekly project status reports.**
 - a. Use Appendix C of the DHS 2022 Security State Mitigation Planning Policy Guide to develop project status reports.

 - b. Include updates towards project completion in the project status reports.

Specification developed by the [Guam] Homeland Security/Office of Civil Defense: Prepared by: Marie T. Quenga ASO, Administrative Supply Officer and approved by: Charles V. Esteves, Office of Civil Defense Administrator,

SECTION 5
EVALUATION CRITERIA

All properly completed proposals will be reviewed by an evaluation committee, appointed by the Office of Civil Defense Administrator (OCDA). The evaluation committee shall make a recommendation to the OCDA for approval of the ranking of proposals as to the best qualified offeror for contract negotiations. OCDA, may accept the recommendation and order negotiations with the best qualified offeror, or may reject the recommendation and order the re-issuance of another RFP.

EVALUATION OF UNPRICED TECHNICAL PROPOSAL

The unpriced technical proposal submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the Request for Proposal.

The following criteria shall be considered by the evaluation committee in evaluating the proposals which have been assigned point values based on a 100 point scale:

EVALUATION CRITERIA	POINTS
a) Experience of Management and Personnel: Offeror’s successful experience in the ownership, management or operation. Current and past performance in providing comparable services. Experience of offeror and employees who will have overall management supervision as well as those persons who will have major responsibilities in the control and management of the Update of the 2019 Guam Hazard Mitigation Plan.	40 Pt.
b) Planning: A plan giving as much detail as is practical explaining how the Update of the 2019 Guam Hazard Mitigation Plan will be managed and operate.	30 Pt.
c) Offeror experience and history. List of subject matter experts, along with their Statement of qualifications and relevant experience to be involved in the project.	20 Pt.
d) Personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.	10 Pt.
Total Points:	100 Pts

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 C.F.R. Part 29, Executive Order 12549

Suspension and Debarment - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Provider is required to verify that none of the Provider, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Provider is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. ***By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:***

The certification in this clause is a material representation of fact relied upon by the Department of Labor (DOL). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to DOL, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING - 31 U.S.C. 1352, 49 C.F.R. Part 19 & 49 C.F.R. Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Providers who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Department of Labor (DOL)

Acknowledgement of Receipt:

_____ Signature of Provider's Authorized Official

_____ Name and Title of Provider's Authorized Official

_____ Date

THIS MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL PROPOSAL"

CERTIFICATION REGARDING LOBBYING - 49 C.F.R. PART 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [_____] certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Provider, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the provider understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Provider's Authorized Official

_____ Name and Title of Provider's Authorized Official

_____ Date

THIS MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL PROPOSAL"



Lourdes A. Leon Guerrero
Governor
Joshua F. Tenorio
Lieutenant Governor

GUAM HOMELAND SECURITY / OFFICE OF CIVIL DEFENSE

Inasiguran i Tano' Guahan / Ufisinan Difensia Sibet
221-B Chalan Palasyo, Agana Heights, Guam 96910
Tel: (671) 475-9600 / Fax: (671) 477-3727
Website: www.ghs.guam.gov



Esther J. Aguigui
Homeland Security Advisor
Charles V. Esteves
OCD Administrator

CERTIFICATE OF COMPLIANCE

I certify, by submission of this offer, that neither _____,
(Name of supplier, independent contractor, or offering party)

nor any of its principals, or sub-contractors that a part of this offer is presently debarred, suspended,
proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal

Assistance programs or activities, and neither _____.
(Name of supplier, independent contractor, or offering party)

Nor any of its principals or sub-contractors, is listed on the General Services Administration's list of Parties Excluded from Federal Programs (available through the internet at <http://epls.gov>).

Where the party is unable to certify to any of the statements in certification, such party shall attach an explanation to this offer,

Where a party fails to submit and complete this certification, such party's offer shall be determined to be an incomplete submission.

Business/Supplier/Independent Contractor/Individual

Name: _____

Address: _____

By: _____
(Signature of individual or authorized representative)

Print Name: _____

Title: _____

Date: _____

THIS MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL PROPOSAL"

**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. 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: _____

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL PROPOSAL"

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

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

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

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

 NOTARY PUBLIC
 My commission expires, _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [state name of offeror company]
_____. Affiant is _____ [state
one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing
identified bid or proposal.

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

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

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

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

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

NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 004 (Jul 12, 2010)

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL PROPOSAL"

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

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

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

NOTARY PUBLIC
My commission expires, _____

AG Procurement Form 007 (Jul. 15, 2010)

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL PROPOSAL"

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

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

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

NOTARY PUBLIC

My commission expires _____, _____.

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

Procurement No: **GHS/OCD RFP No. 24-001** (Update the 2019 Guam Hazard Mitigation Plan for Guam Homeland Security/Office of Civil Defense)

Name of Offeror Company: _____ hereby certifies under penalty of perjury:

(1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified _____ procurement;

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

Date

**"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT**

By direction of the Secretary of Labor

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

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5693
Revision No.: 19
Date Of Last Revision: 07/17/2023

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

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

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

01111 - General Clerk I	11.33***
01112 - General Clerk II	12.36***
01113 - General Clerk III	13.88***
01120 - Housing Referral Assistant	19.39
01141 - Messenger Courier	11.37***
01191 - Order Clerk I	12.57***
01192 - Order Clerk II	13.71***
01261 - Personnel Assistant (Employment) I	15.95***
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.01***
01532 - Travel Clerk II	14.12***
01533 - Travel Clerk III	15.09***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.20
05010 - Automotive Electrician	16.16***
05040 - Automotive Glass Installer	15.11***
05070 - Automotive Worker	15.11***
05110 - Mobile Equipment Servicer	12.96***
05130 - Motor Equipment Metal Mechanic	17.20
05160 - Motor Equipment Metal Worker	15.11***
05190 - Motor Vehicle Mechanic	17.20
05220 - Motor Vehicle Mechanic Helper	11.87***
05250 - Motor Vehicle Upholstery Worker	14.06***
05280 - Motor Vehicle Wrecker	15.11***
05310 - Painter, Automotive	16.16***
05340 - Radiator Repair Specialist	15.11***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.10***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.69***
07130 - Food Service Worker	10.11***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.73***

09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.75
09040 - Furniture Handler	11.37***
09080 - Furniture Refinisher	18.75
09090 - Furniture Refinisher Helper	13.77***
09110 - Furniture Repairer, Minor	16.32
09130 - Upholsterer	18.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69***
11060 - Elevator Operator	9.69***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	10.13***
11150 - Janitor	10.13***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.67***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	11.32***
12000 - Health Occupations	
12010 - Ambulance Driver	18.96
12011 - Breath Alcohol Technician	18.96
12012 - Certified Occupational Therapist Assistant	26.02
12015 - Certified Physical Therapist Assistant	26.02
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	28.73
12035 - Electroneurodiagnostic Technologist	28.73
12040 - Emergency Medical Technician	18.96
12071 - Licensed Practical Nurse I	16.95
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.14
12100 - Medical Assistant	13.42***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.95
12210 - Nuclear Medicine Technologist	41.68
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.97***
12223 - Nursing Assistant III	15.24***
12224 - Nursing Assistant IV	17.12
12235 - Optical Dispenser	18.96
12236 - Optical Technician	16.95
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	16.95
12305 - Radiologic Technologist	28.73
12311 - Registered Nurse I	23.50
12312 - Registered Nurse II	28.73
12313 - Registered Nurse II, Specialist	28.73

12314 - Registered Nurse III		34.76
12315 - Registered Nurse III, Anesthetist		34.76
12316 - Registered Nurse IV		41.68
12317 - Scheduler (Drug and Alcohol Testing)		23.50
12320 - Substance Abuse Treatment Counselor		23.50
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.42
13012 - Exhibits Specialist II		26.53
13013 - Exhibits Specialist III		32.45
13041 - Illustrator I		21.42
13042 - Illustrator II		26.53
13043 - Illustrator III		32.45
13047 - Librarian		29.38
13050 - Library Aide/Clerk		17.05
13054 - Library Information Technology Systems Administrator		26.53
13058 - Library Technician		18.11
13061 - Media Specialist I		19.15
13062 - Media Specialist II		21.42
13063 - Media Specialist III		23.87
13071 - Photographer I		19.15
13072 - Photographer II		21.42
13073 - Photographer III		26.53
13074 - Photographer IV		32.45
13075 - Photographer V		39.27
13090 - Technical Order Library Clerk		21.42
13110 - Video Teleconference Technician		19.15
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71***
14042 - Computer Operator II		17.22
14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V		23.62
14071 - Computer Programmer I	(see 1)	15.73***
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71***
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		29.40
15070 - Flight Instructor (Pilot)		34.91

15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.83***
16030 - Counter Attendant	10.83***
16040 - Dry Cleaner	12.36***
16070 - Finisher, Flatwork, Machine	10.83***
16090 - Presser, Hand	10.83***
16110 - Presser, Machine, Drycleaning	10.83***
16130 - Presser, Machine, Shirts	10.83***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.83***
16190 - Sewing Machine Operator	12.88***
16220 - Tailor	13.40***
16250 - Washer, Machine	11.34***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.46
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.36***
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	12.57***
21071 - Order Filler	10.62***
21080 - Production Line Worker (Food Processing)	15.36***
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	15.83***
21150 - Stock Clerk	22.26
21210 - Tools And Parts Attendant	15.36***
21410 - Warehouse Specialist	15.36***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46

23120 - Bicycle Repairer	15.61***
23125 - Cable Splicer	22.47
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician, Maintenance	19.37
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61***
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61***
23370 - General Maintenance Worker	13.24***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61***
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.27
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	18.10
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	12.57***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist, Maintenance	20.72
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	17.04
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker, Maintenance	19.55
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.96
23932 - Telecommunications Mechanic II	21.24
23950 - Telephone Lineman	20.62
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13

23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61***
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01***
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.17

30022 - Archeological Technician II		20.33
30023 - Archeological Technician III		25.19
30030 - Cartographic Technician		25.19
30040 - Civil Engineering Technician		25.19
30051 - Cryogenic Technician I		27.89
30052 - Cryogenic Technician II		30.80
30061 - Drafter/CAD Operator I		18.17
30062 - Drafter/CAD Operator II		20.33
30063 - Drafter/CAD Operator III		22.66
30064 - Drafter/CAD Operator IV		27.89
30081 - Engineering Technician I		16.19***
30082 - Engineering Technician II		18.17
30083 - Engineering Technician III		20.33
30084 - Engineering Technician IV		25.19
30085 - Engineering Technician V		30.80
30086 - Engineering Technician VI		37.27
30090 - Environmental Technician		25.19
30095 - Evidence Control Specialist		25.19
30210 - Laboratory Technician		22.66
30221 - Latent Fingerprint Technician I		27.89
30222 - Latent Fingerprint Technician II		30.80
30240 - Mathematical Technician		25.19
30361 - Paralegal/Legal Assistant I		19.54
30362 - Paralegal/Legal Assistant II		24.21
30363 - Paralegal/Legal Assistant III		29.61
30364 - Paralegal/Legal Assistant IV		35.83
30375 - Petroleum Supply Specialist		30.80
30390 - Photo-Optics Technician		24.92
30395 - Radiation Control Technician		30.80
30461 - Technical Writer I		25.19
30462 - Technical Writer II		30.80
30463 - Technical Writer III		37.27
30491 - Unexploded Ordnance (UXO) Technician I		27.37
30492 - Unexploded Ordnance (UXO) Technician II		33.11
30493 - Unexploded Ordnance (UXO) Technician III		39.69
30494 - Unexploded (UXO) Safety Escort		27.37
30495 - Unexploded (UXO) Sweep Personnel		27.37
30501 - Weather Forecaster I		27.89
30502 - Weather Forecaster II		33.93
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.66
30621 - Weather Observer, Senior	(see 2)	25.19
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		33.11
31020 - Bus Aide		8.97***
31030 - Bus Driver		11.73***
31043 - Driver Courier		10.26***
31260 - Parking and Lot Attendant		9.91***
31290 - Shuttle Bus Driver		11.65***
31310 - Taxi Driver		11.41***

31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	16.11***
31364 - Truckdriver, Tractor-Trailer	16.11***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	10.01***
99050 - Desk Clerk	9.71***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	24.31
99252 - Laboratory Animal Caretaker II	26.56
99260 - Marketing Analyst	21.54
99310 - Mortician	27.37
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	17.96
99830 - Survey Party Chief	23.99
99831 - Surveying Aide	13.65***
99832 - Surveying Technician	17.73
99840 - Vending Machine Attendant	24.31
99841 - Vending Machine Repairer	30.96
99842 - Vending Machine Repairer Helper	24.31

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)).

Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by

them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

Special Provisions

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

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder

Date

Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

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

NOTARY PUBLIC
My commission expires, _____, _____.

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL PROPOSAL"

PROPOSED CONTRACT

**AGREEMENT
BETWEEN
GUAM HOMELAND SECURITY/OFFICE OF CIVIL DEFENSE
AND
(COMPANY)**

THIS AGREEMENT is entered into by and between the **Guam Homeland Security/Office of Civil Defense (GHS/OCD)**, Of the government of Guam, whose address is 221-B Chalan Palasyo, Agana Heights, Guam 96910 (“**Authority**”) and (“**Consultant**”) authorized and licensed to do business in Guam, whose address is: _____.

WHEREAS, Guam Homeland Security/Office of Civil Defense has not received any federal funding or funding from the Guam Legislature, or the Government of Guam’s General Fund. All funding for this project is through Federal funds. The objective of the Project is for the Guam Homeland Security/Office of Civil Defense, Government of Guam to find a qualified Offeror to provide services for the Update of the 2019 Guam Hazard Mitigation Plan for GHS/OCD. Effective date of this contract will commence when the final signature is affixed to this contract.

WHEREAS, the GHS/OCD issued a Request for Proposal (“RFP”) RFP No. GHS/OCD RFP-24-001 seeking to retain a consultant to perform services to Update the 2019 Guam Hazard Mitigation Plan for the Guam Homeland Security/Office of Civil Defense, Government of Guam.

WHEREAS, the Consultant responded to the RFP through submitting a proposal to provide services in accordance with the RFP, (**Consultant**). was selected as the highest most qualified Offeror;

WHEREAS, in submitting the Proposal, Consultant 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, the GHS/OCD desires to retain the Consultant as an independent contractor on the terms and conditions set forth in this Agreement and Consultant has agreed to accept such retainer;

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 Services. The Consultant shall furnish “Update of the 2019 Guam Hazard Mitigation Plan” pursuant to and in accordance with the Scope of Services as identified in Section 4 of the RFP, Consultants proposal and Cost proposal as agreed to by both parties. A copy of the RFP is attached as **Exhibit 1**, Consultant’s Proposal and Rates and Fees are attached as **Exhibit 2** and **Exhibit 3**, agreed to by both parties. Consultant shall provide status reports on the services performed and required under this Agreement upon request by the GHS/OCD.

B. Consultant Provisions of Resources. Consultant agrees to furnish all qualified personnel, materials and transportation to perform the consulting services provided for in this Agreement. Consultant 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 consultant engaged in the same and similar field as consultant herein. The GHS/OCD may, in its sole discretion and based upon availability, provide staff assistance to consultant in furtherance of this Agreement. The Consultant shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

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

D. Location of Services. Consultant may perform the services under this Agreement at any suitable location as approved by the GHS/OCD.

II. Term of Agreement

The contract period shall be completed by May 05, 2024 commencing on the date of final signature by Guam Homeland Security/Office of Civil Defense Administrator.

III. Compensation

A. Compensation. In consideration for the Update of the 2019 Guam Hazard Mitigation Plan services performed under this Agreement, the GHS/OCD shall pay Consultant based on fees according to rates and fees negotiated. The services under this agreement shall consist of negotiated and approved rates and fees and will not exceed **DOLLAR AMOUNT (\$000,000.00)** for the duration of this contract, and that all work shall be performed and compensated in accordance with the terms herein as agreed upon and authorized by the Parties.

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

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

D. No Compensation Prior to Approval of Agreement. The GHS/OCD shall not be liable to consultant for any services performed by consultant prior to full execution of this Agreement by all parties, and all Consultant expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

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

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

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

IV. Early Termination

A. By the GHS/OCD. The GHS/OCD reserves the right to cancel or terminate this Agreement prior to its completion:

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

(ii) Termination in the Best Interest of the Government of Guam: The GHS/OCD 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 Consultant and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Consultant's successful completion of services under this Agreement to the satisfaction of the GHS/OCD.

(iii) Termination for Cause/Default: The GHS/OCD shall notify Consultant in writing of deficiencies or default in the performance of its duties under this Agreement. The Consultant shall have ten (10) days, which period may be extended by the GHS/OCD (said extension not to be unreasonably denied), to correct the deficiency or cure the default or to request, in writing, a hearing from the GHS/OCD.

The GHS/OCD shall hear and act upon same within thirty (30) days from receipt of said request and shall notify the Consultant of said action. The action by the GHS/OCD shall be either to confirm, in whole or in part, the specified deficiencies or default, or find that there are no deficiencies or default, or such action as deemed necessary in the judgment of the GHS/OCD. Failure of Consultant to remedy said specified default in notice by the GHS/OCD within ten (10) days of receipt of such notice of such action, or such time reasonably necessary to correct the deficiency and/or cure the default, shall result in the termination of this Agreement, and the GHS/OCD may be relieved of any and all responsibilities and liabilities under the terms and provisions of this Agreement.

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

B. **By Consultant.** Termination for Cause: Consultant shall notify the GHS/OCD in writing of deficiencies or default in the performance of the GHS/OCD's duties under this Agreement. The GHS/OCD shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by consultant (said extension not to be unreasonably denied). Upon Consultant's termination of this Agreement for cause, the Consultant shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and the GHS/OCD shall have no obligations to consultant. The Consultant 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.** The GHS/OCD may terminate or modify this Agreement based upon a lack of funding. In such an event, the GHS/OCD shall promptly provide notice to consultant 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 the GHS/OCD, the Consultant shall take timely, reasonable and necessary action to protect and preserve the property in the possession of consultant in which the GHS/OCD has an interest.

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

V. Contact Person

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

VI. Confidentiality

A. **Confidential Information.** Confidential Information means: (a) information the parties or their affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, and the terms of this Agreement.

B. **Obligations.** A disclosing party's Confidential Information will, for the period of completion of services its disclosure to the other party (except in the case of HIPAA information, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of the parties to detect fraud, to check quality and to operate, maintain and enhance the Services).

C. **Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

D. **Privacy.** Each party is responsible for complying with the privacy laws applicable to the Services. Contractor shall require its personnel, agents and contractors around the world who process Personal Data to protect Personal Data in accordance with the data protection laws and regulations applicable to Contractor's business.

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

VII. Conflicts of Interests/Ethics

A. The Consultant 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 Consultant is a material breach of this Agreement and shall entitle the GHS/OCD to immediately terminate this Agreement. Consultant agrees that in the event of a breach or violation of this Section, the GHS/OCD shall have the right to terminate this or any other Agreement with the Consultant without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Consultant 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 the GHS/OCD.

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 THE GHS/OCD: **GUAM HOMELAND SECURITY/OFFICE OF CIVIL DEFENSE**
GOVERNMENT OF GUAM
221-B Chalan Palasyo
Agana Heights, Guam 96910
Attn: Mr. Charles Esteves, Administrator

TO CONSULTANT: **CONSULTANT**
(ADDRESS)

Attn: _____

XIII. Assignment/Subcontractors

It is expressly acknowledged that Consultant is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Consultant utilizes one or more subcontractors for such purpose. The right and interest of Consultant under this Agreement (including, but not limited to, Consultant's right to or interest in any part or all of payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of the GHS/OCD. In the event of a permissive subcontract or assignment of this Agreement by Consultant, Consultant agrees that any subcontractors retained by consultant 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, RFP, Proposal, and Cost Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Consultant and the GHS/OCD each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. In the event of a contradiction between the provisions of any of the documents collectively comprising this Agreement - Request for Proposal, Update of the 2019 Guam Hazard Mitigation Plan, and the Offeror's Cost Proposal, the contradiction shall be resolved by giving precedence in the following order: first, to the provisions of the Agreement (as it may be amended from time to time); second, to the provisions of the RFP (as it may be amended from time to time); and, third, to the provisions of the Proposal and Cost Proposal (as they may be clarified or amended from time to time).

XVI. Captions

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

XVII. Counterparts

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

XVIII. Governing Law and Forum Selection

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

XIX. Compliance with Laws

A. In General. The Consultant shall comply with all U.S. and Guam Laws, Statutes, Regulations and Ordinances applicable to this Agreement. The Consultant 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 Consultant 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.

XX. Disputes

A. The Guam Homeland Security/Office of Civil Defense and the Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as though the government had issued a decision adverse to the Contractor.

B. The GHS/OCD shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

C. The GHS/OCD decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision.

D. This subsection applies to appeals of The GHS/OCD decision on a dispute. For money owed by or to The GHS/OCD under this Agreement, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the GHS/OCD or from the date when a decision should have been rendered. For all other claims by or against the GHS/OCD arising under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the GHS/OCD. Appeals to the Office of the Public Auditor must be made within sixty days of The GHS/OCD decision or from the date the decision should have been made.

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

F. The Contractor shall comply with the GHS/OCD decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the Agreement, except where the Contractor claims a material breach of the Agreement by the GHS/OCD. However, if the GHS/OCD determines in writing that continuation of services under the Agreement is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by the Port.

XXI. Remedies

Any dispute arising under or out of this Agreement is subject to the provisions of Article 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

XXII. Retention and Access to Records and Other Review

The Consultant, 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 the GHS/OCD. The GHS/OCD agrees to comply with reasonable requests of consultant to provide access to all documents and GHS/OCD property reasonably necessary to the performance of Consultant's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXIII. Liability

A. Indemnification. Consultant shall indemnify and hold harmless the GHS/OCD 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 Consultant or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance under this Agreement.

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

XXIV. Delays, Extensions and Suspensions

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

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

The GHS/OCD shall have the unilateral power to modify the Agreement at any time subject to the written agreement of consultant. The GHS/OCD shall have the power to make changes in the Agreement as a result of changes in law and to impose new rules and regulations on the Consultant 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. The GHS/OCD shall give the Consultant notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Consultant. In the event of any future change in federal or Guam laws, the GHS/OCD materially alters the obligations of the Consultant, or the benefits to the GHS/OCD, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations for the Consultant, then the Consultant or the GHS/OCD shall be entitled to an adjustment in the rates and charges established under the Agreement. Consultant 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.

The GHS/OCD and the Consultant agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the GHS/OCD and the Consultant shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Consultant directly and demonstrably due to any modification in the Agreement under this clause.

XXVI. Independent Consultant and its Employees

A. Status of Consultant. The Consultant and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for the GHS/OCD, and are not employees of either the GHS/OCD or the Government of Guam. The Consultant 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. Consultant agrees that Consultant and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of the GHS/OCD 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 Consultant and the GHS/OCD 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 the GHS/OCD for the Consultant.

B. Liability. The Consultant 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. Consultant 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 Consultant and Consultant's employees or agents under this Agreement or the compensation paid to consultant for services performed under this Agreement. Furthermore, Consultant shall maintain at the Consultant'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. Consultant agrees to hold harmless and indemnify the GHS/OCD, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Consultant or Consultant's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Consultant's failure to comply with terms of this subparagraph B.

XXVII. Disclosure

The Consultant hereby represents that it has disclosed to the GHS/OCD all matters regarding consultant which if not disclosed to the GHS/OCD would materially affect the GHS/OCD's decision to enter into this Agreement with Consultant.

XXVIII. 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 the GHS/OCD, regardless of whether Consultant is in possession of such Work Product, and may be used by the GHS/OCD without permission from consultant and without any additional costs to the GHS/OCD.

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

XXIX. Attachments, Exhibits, Schedules, and Entire Agreement

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

XXX. Computation of Time

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

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. Availability of Funds/Cancellation Provisions

This Agreement is contingent upon the availability of certified funds. Funds are available for the first fiscal period of this Agreement. The source of the funds for this Agreement is Federal Funds. In the event that funds are not available for any succeeding fiscal period, the remainder of this Agreement shall be cancelled; however, this does not affect either Party's right to terminate under the termination clauses of the contract. If the Agreement is cancelled for insufficient funds, the awarded Contractor shall be reimbursed the reasonable value of any nonrecurring costs reasonably incurred but not amortized in the price of the supplies delivered or services performed under the Agreement. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the Agreement for each succeeding fiscal period. The GHS/OCD may modify this Agreement based upon the availability of funds in succeeding fiscal periods. In such an event, the GHS/OCD shall provide notice to Contractor, and the Parties may attempt to renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, or decide not to attempt renegotiation, then the GHS/OCD shall cancel this Agreement in accordance with the Guam Procurement Regulations. The government of Guam and the GHS/OCD shall have no liability under this Agreement to the Contractor or to anyone else beyond the certified funds available for this Agreement.

XXXIV. Standard Price Adjustment Clause

A. **Price Adjustment Methods.** Any adjustment in contract price pursuant to clauses in this Agreement shall be made in one or more of the following ways:

1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
2. by unit prices specified in the Proposal, Agreement, or subsequently agreed upon;
3. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
4. in such other manner as the parties may mutually agree; or
5. in the absence of an agreement between the parties, by a unilateral determination by the Procurement Officer of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Law.

B. **Submission of Cost or Pricing Data.** The Contractor shall submit cost or pricing data for any price adjustments subject to the provision of Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations. *AGENCY* may require the Contractor to provide invoices, paid bills, or any other proof it deems appropriate to determine compliance with this provision.

C. Price Adjustment for Inaccurate Cost or Pricing Data. Any Change Order, amendment, or modification to this Agreement which increases the price of the Agreement shall be adjusted to exclude any significant sums by which the GHS/OCD finds that such price was increased because the contractor- furnished cost or pricing data was inaccurate, incomplete or not current as of the date agreed upon between the Parties. The price shall also be adjusted to reflect the nonpayment by the Contractor of any taxes which would have been paid by the Contractor were it not for the exclusion provided by 11 GCA § 26203(k)(14) (Business Privilege Tax). Adjustments shall conform to the Defective Cost or Pricing Data Clause of this Agreement.

XXXIV. Employee Benefits, Taxes and Insurances

Contractor agrees there shall be no government of Guam employee benefits accruing to Contractor under this Agreement, including, but not limited to:

1. Insurance coverage provided by the GHS/OCD;
2. Participation in the government of Guam retirement system
3. Accumulation of vacation leave or sick leave; and
4. Workers Compensation coverage.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing Services for the GHS/OCD, and are not employees of either the GHS/OCD or the government of Guam. 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 the GHS/OCD 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 the GHS/OCD 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 the GHS/OCD for the Contractor.

B. Tax and Withholding 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, employee benefits, or any other payments or tax payments required by the governments of the United States and Guam. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes or business privilege 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, unless Contractor is a non-resident person or entity without a valid Guam Business License, in which case a withholding fee equal to five percent (5%) of the total dollar value of this Agreement will be withheld for the payment of Guam's Business Privilege Tax in accordance with 11 GCA § 71114 (PL 33-166).

C. Insurance. Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Workman'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 *AGENCY*, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to: (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns; or (ii) Contractor's failure to comply with terms of this sub-paragraph B.

D. 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 guarantees health and similar benefits for its employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, as required by any applicable law. Contractor further guarantees a minimum of ten (10) paid holidays per annum per employee, as required by any applicable law. Contractor assumes all liability for, and hereby indemnifies the GHS/OCD from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits. In addition, this Agreement contains extension and/or renewal clauses. Therefore, at the time of any extension or renewal adjustments, there shall be a stipulation contained in the extension or renewal document stating that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the extension or renewal date shall apply, as required by any applicable law. Any renewal or extension to which this provision 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, as required by any applicable law.

XXXV. Claims Based Upon GHS/OCD's Action or Omissions

A. Notice of Claim. If any action or omission on the part of the GHS/OCD or any entity within the government of Guam, requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the Agreement in compliance with the directions or orders of the GHS/OCD, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

1. Contractor shall have given written notice to the GHS/OCD:
 - a. prior to the commencement of the work involved, if at that time, Contractor knows of the occurrence of such action or omission;

b. within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or

c. within such further time as may be allowed by the GHS/OCD in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The GHS/OCD, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the GHS/OCD.

2. The notice required by Subparagraph (A) of this Paragraph describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

3. Contractor maintains and, upon request, makes available to the GHS/OCD within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

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

XXXVI. Statutory Interest

Interest on amounts ultimately determined to be due to Contractor or the government of Guam or the GHS/OCD shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

XXXVII. Mandatory Prohibitions

A. 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 government of Guam. 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 government of Guam or for any employee or agent of the government of Guam to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the government of Guam whether or not such favor or gratuity may be considered a reimbursable expense of the government of Guam, during the pendency of any matter related to procurement, including contract performance warranty periods.

B. 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 government of Guam 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.

XXXVIII. Contractor's Ethical Warranties

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

B. Covenant against Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a government of Guam 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.

C. Representation Regarding Gratuities, Kickbacks, and Favors. The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities, kickbacks, and favors set forth in the Guam Procurement Law.

D. **Ethical Standard.** Contractor 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.

XXXIX. Confidential Information

A. **Confidential Information.** Confidential Information means: (a) information the parties or their affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, and the terms of this Agreement.

B. **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of HIPAA information, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of the parties to detect fraud, to check quality and to operate, maintain and enhance the Services).

C. **Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

D. **Privacy.** Each party is responsible for complying with the privacy laws applicable to the Services. Contractor shall require its personnel, agents and contractors around the world who process Personal Data to protect Personal Data in accordance with the data protection laws and regulations applicable to Contractor's business.

XXXX. Program Fraud and False or Fraudulent Statements or Related Acts

Contractor stipulates that Title 5 GCA Chapter 37, the False Claims and Whistleblower Act applies to this Agreement and to all Contractor's actions pertaining to this Agreement. The False Claims and Whistleblower Act was passed as Public Law 34-116, Chapter III, Section 20 (lapsed into law August 24, 2018) and codified at Title 5 GCA Chapter 37.

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

CONSULTANT

JOHN DOE
President

CHARLES ESTEVES, GHS/OCD
Administrator

Date: _____

Date: _____

CERTIFICATION OF AVAILABILITY OF FUNDS:

MARIE QUENGA, ASO
Certifying Officer

Date: _____