



**INVITATION FOR BID**

**FOR**

**FIDUCIARY LIABILITY INSURANCE**

**IFB No.: GGRF-23-002**

**Deadline for Submission:**

**Tuesday, September 12, 2023  
No later than 10:00 a.m.  
Chamorro Standard Time**

**Place of Submission:**

**Government of Guam Retirement Fund  
Director's Office  
424 Route 8  
Maite, GU 96910**

424 Route 8  
Maite, Guam 96910  
Tel: 671.475.8951/2  
Fax: 671.475.8922



## INVITATION FOR BID

INVITATION FOR BID (IFB) NO.: GGRF-23-002  
DESCRIPTION: FIDUCIARY LIABILITY INSURANCE

### SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, **in duplicate**, at the date and time for bid opening.

- BID GUARANTEE (15% OF BID AMOUNT) - May be in the form of:**
- a. Cashier's Check or Certified Check
  - b. Letter of Credit
  - c. Surety Bond - Valid only if accompanied by:
    - 1. Current Certificate of Authority issued by the Insurance Commissioner;
    - 2. Power of Attorney issued by the Surety to the Resident General Agent;
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- STATEMENT OF QUALIFICATIONS**
- AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS - Affidavit must comply with the following requirement:**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- AFFIDAVIT RE NON-COLLUSION**
- AFFIDAVIT RE NO GRATUITIES OR KICKBACKS**
- AFFIDAVIT RE ETHICAL STANDARDS**
- AFFIDAVIT RE CONTINGENT FEES**
- DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION**
- CERTIFICATE OF AUTHORITY**
- CURRENT BUSINESS LICENSE (APPLICABLE TO IFB)**

**This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2023, I, \_\_\_\_\_  
authorized representative of \_\_\_\_\_  
acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

\_\_\_\_\_  
Bidder Representative's Signature

## INVITATION FOR BID

  
 PAULA M. BLAS, DIRECTOR

  
 DATE

ISSUING OFFICE:  
**GOVERNMENT OF GUAM RETIREMENT FUND**  
 424 ROUTE 8  
 MAITE, GUAM 96910

DATE ISSUED: **August 28, 2023**                      INVITATION FOR BID NO.: **GGRF-23-002**  
 BID FOR: **FIDUCIARY LIABILITY INSURANCE**  
 SPECIFICATION: **SEE ATTACHMENT**  
 DESTINATION: **SEE ATTACHMENT**  
 REQUIRED DELIVERY DATE: **SEE ATTACHMENT**

**INSTRUCTION TO BIDDERS:**

INDICATE WHETHER:       INDIVIDUAL       PARTNERSHIP       CORPORATION  
 INCORPORATED IN: \_\_\_\_\_

This Bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **10:00 a.m.** (Date) **Tuesday, September 12, 2023**, and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within **60** calendar days from the date of opening to supply any or all of the items for which prices are quoted.

NAME AND ADDRESS OF BIDDER:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAME, SIGNATURE AND TITLE OF PERSON  
 AUTHORIZED TO SIGN THIS BID:  
 \_\_\_\_\_

AWARD:	CONTRACT NO.:	AMOUNT:	DATE:
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ITEM NO(S). AWARDED:

CONTRACTING OFFICER:  
 \_\_\_\_\_  
**PAULA M. BLAS, DIRECTOR**

NAME AND ADDRESS OF CONTRACTOR:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAME, SIGNATURE AND TITLE OF PERSON  
 AUTHORIZED TO SIGN THIS CONTRACT:  
 \_\_\_\_\_



## **DISCLOSURES REQUIRED BY PROCUREMENT STATUTE AND REGULATIONS**

In accordance with Guam Procurement Law, the following representations and disclosures shall be conspicuously set forth in all proposals and contracts. **Notarized Affidavits for Disclosures must be submitted.**

**1. Disclosure of Major Shareholders. [5 GCA §5233; 2 GAR, Div. 4 §3109(e)(3)(E)]**

As a condition of bidding, 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 bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have 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 the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

**2. Independent Price Determination. [2 GAR, Div. 4 §3126(b)]**

Every solicitation shall provide that by submitting a bid or offer, the bidder or offeror certifies that the price submitted was independently arrived at without collusion.

**3. Representation Regarding Gratuities and Kickbacks. [5 GCA §5630(c); 2 GAR, Div. 4 §11107(3)]**

The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

**4. Representation Regarding Ethical Standards for Government Employees and Former Government Employees. [2 GAR, Div. 4 §11103(b)]**

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.

**5. Prospective Contractor's Representation Regarding Contingent Fees. [5 GCA §5631(c); 2 GAR, Div. 4 §11108(a)(3), §11108(f)]**

The Prospective Contractor represents as a part of such contractor's bid or proposal that such contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

***-END OF DISCLOSURES-***

# AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

**Invitation for Bid No. GGRF-23-002  
for Fiduciary Liability Insurance**

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

**A.** I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that (please check only one):

- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ (please state name of offeror company), and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows (if none, please so state):

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B.** Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows (if none, please so state):

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

**C. AFFIDAVIT AS TO PURCHASE AND SALE OF OFFICE**

I have not paid, or offered or promised to pay any money or other thing of value to any person, firm, or corporation for the use of influence to procure my appointment.

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 \_\_\_\_\_, 2023.

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

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.**

# **AFFIDAVIT RE NON-COLLUSION**

## **Invitation for Bid No. GGRF-23-002 for Fiduciary Liability Insurance**

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

\_\_\_\_\_  
sworn, deposes and says that:

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

\_\_\_\_\_  
Signature of 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 \_\_\_\_\_, 2023.

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

My commission expires: \_\_\_\_\_, \_\_\_\_\_.

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.**

**AFFIDAVIT RE NO GRATUITIES OR KICKBACKS**

**Invitation for Bid No. GGRF-23-002  
for Fiduciary Liability Insurance**

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 offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 §11107(e).
3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors and employees.

\_\_\_\_\_  
Signature of 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 \_\_\_\_\_, 2023.

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

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.**

**AFFIDAVIT RE ETHICAL STANDARDS**

**Invitation for Bid No. GGRF-23-002  
for Fiduciary Liability Insurance**

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 \_\_\_\_\_, 2023.

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

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.**



**AFFIDAVIT RE CONTINGENT FEES**

**Invitation for Bid No. GGRF-23-002  
for Fiduciary Liability Insurance**

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. As 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 part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 §11108(h).
- 4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors and employees.

\_\_\_\_\_  
Signature of 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 \_\_\_\_\_, 2023.

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

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID.**



## **NOTICES REQUIRED BY PROCUREMENT STATUTE AND REGULATIONS**

**1. Cancellation of Invitations for Bids or Requests for Proposals. [5 GCA §5225; 2 GAR, Div. 4 §3115(c)]**

An Invitation for Bids, a Request for Proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy of the Territory in accordance with regulations promulgated by the Policy Office.

**2. Rejection of Individual Bids or Proposals. [2 GAR, Div. 4 §3115(e)(2)]**

Each solicitation issued by the territory shall provide that any bid or proposal may be rejected in whole or in part when in the best interest of the Territory.

**3. Multiple or Alternate Bids or Proposals. [2 GAR, Div. 4 §3102(d)]**

Unless multiple or alternate bids or proposals are specifically provided for, the solicitation shall state that such bids or proposals shall not be accepted. When prohibited, multiple or alternate bids or proposals shall be rejected, provided that if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid or proposal submitted by the bidder or offeror.

**4. Types of Contracts. [2 GAR, Div. 4 §3119(k)(1)].**

Contract Provision. When a contract is to contain an option for renewal, extension, or purchase, notice of such provision shall be included in the solicitation. Exercise of the option is always at the territory's discretion only, and not subject to agreement or acceptance by the contractor.

***-END OF NOTICES-***



## INSTRUCTIONS TO PROVIDERS

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) Major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to Government of Guam Retirement Fund, it should be accompanied with copies of the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

**Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and bids will be rejected.**



## GOVERNMENT OF GUAM

### BID BOND

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

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_, as Principal hereinafter called the Principal, and (Bonding Company), \_\_\_\_\_ a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held firmly bound unto the Territory of Guam for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for (identify project by number and brief description)

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**NOW, THEREFORE**, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

**SPECIAL PROVISION  
FOR  
CERTIFICATE OF AUTHORITY**

All bidders are required to submit a copy of current Certificate of Authority. Bids submitted by a nonadmitted insurer will be considered only if insurers in Guam with current Certificate of Authority are not able to provide the amount or kind of insurance required.

Excerpts from 22 GCA Chapter 15 Article 1:

**§15101. Authority of Insurer.** A person shall not transact insurance in Guam as an insurer without being admitted, and when admitted, shall not transact any class of insurance which is not specifically authorized by his certificate.

**§15102. Certificate of Authority.** Admission is secured by procuring a Certificate of Authority from the Commissioner. Such certificate shall not be granted until the applicant conforms to the applicable requirements of this Title and of the other laws of Guam prerequisite to its issue. After a certificate is granted, the insurer shall continue to comply with the requirements pertaining to it as set forth in this Title and in the other laws of Guam.

**§15803. Affidavit as Prerequisite to Procurement of Insurance: Contents.** Before the person named in such license shall procure, effect or issue any such insurance policy or indemnity contract or surety bond, he or she shall in every case execute and file with the Commissioner his or her affidavit in acceptable form that the insured is unable to procure in any company or companies or insurers admitted to do business in Guam the amount or kind of insurance necessary to protect the property or undertakings of the insured, described in such affidavit at rates not less than the minimum rates on such property promulgated by an authorized rating bureau or other bureau or conference whose rates have been accepted by the Commissioner of Banking and Insurance, and filed in the insurance department as the fair and equitable rate.

# GOVERNMENT OF GUAM GENERAL TERMS AND CONDITIONS

## SEALED BID SOLICITATION AND AWARD

**ONLY THOSE BOXES CHECKED BELOW ARE APPLICABLE TO THIS BID.**

1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the Guam Procurement Act (5 GCA Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Compiler of Laws Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the preparation, negotiation, performance or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, It is the declared and acknowledged intention and meaning of these General Terms and Conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from amount businesses licensed to do business on Guam in accordance with Section 5008 of the Guam Procurement Act.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certified that 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.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the Bidder's Name, Bid Number, Time, Date and Place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Government or Guam Retirement Fund in the amount of fifteen (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (Contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid Guarantee will be forfeited to the Government of Guam Retirement Fund. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's Check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the

Government of Guam and qualified to do business in Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3). Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000, a 15% Bid Security on the total bid price must accompany the bid package.

- 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that all goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
  - a) Price of items offered.
  - b) The ability, capacity and skill of the Bidder to perform.
  - c) Whether the Bidder can perform promptly or within the specified time.
  - d) The quality of performance of the Bidder with regards to awards previously made to him.
  - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
  - f) The sufficiency of the financial resources and ability of the Bidder to perform.
  - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
  - h) The compliance with all of the conditions to the Solicitation.
- 17. **TIE BIDS:** If the bids are for the same unit price of total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Division 4, §3109(o)(2) or to reject all such bids.
- 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or serves that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications.

Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

- 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- 22. **AWARD, CANCELLATION AND REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Division 4 §1103).
- 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" height.
- 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Government of Guam Retirement Fund, Telephone Nos. 475-8951/2, at least twenty-four (24) hours before delivery of any item under this solicitation.
- 25. **BILL OF SALE:** Successful supplier shall render Bill of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance
- 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with
- 27. **INSPECTION:** All supplies, materials, equipment or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment or services are found to be defective in material, workmanship, performance or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- 30. **GUARANTEE:**
  - a) **Guarantee of Vehicle Type of Equipment:**

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide services to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be



repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

**b) Guarantee of Other Type of Equipment:**

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a above, against defective parts, workmanship and performance for a period of not less than three (3) month after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found to be defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor within six (6) working days after notice from the Government.

**c) Compliance with this Section is a condition of this Bid.**

- 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represent that is has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that is has not violated, is not violating, and promises that i will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethic in Public Contracting of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained 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 (GPR Section 11-207).
- 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant o employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex o national origin.
- 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules and regulations relative to the performance of this contract and the furnishing of goods.
- 35. **CHANGE ORDER:** Any order issued relative to awards made under this Solicitation will be subject to and in accordance with provisions of Section 6-101.03.1 of the Guam Procurement Regulations.
- 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** An invitation ofr Bids, a Request for Proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the interests of the Territory in accordance with regulations promulgated by the Policy of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefore shall be made part of the prucement file.
- 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor 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 contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date of the Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101.08 of the Guam Procurement Regulations.
- 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that he goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such
- 40. **SERVICE DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service Disabled Veteran Owned Business as defined GCA §5011 and §5012

- 41 **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay, 2 GAR, Division 4 §6101(9)(a).
- 42 **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect or make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons by the violations of any territorial ordinance, regulations or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employee and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- 43 Contract will be cancelled if funds not appropriate or insufficient, and that government will timely inform contractor [2 GAR, Div. 4 §3121(e)(1)(c) and §312(e)(1)(D)]
- 44 If cancelled contractor will be reimbursed unamortized reasonably incurred non-recurring costs. [2 GAR, Div. 4 §3121(e)(1)(G)]
- 45 **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt contract administration.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

## **GOVERNMENT OF GUAM**

### **SEALED BID SOLICITATION INSTRUCTIONS**

**1. BID FORMS:**

Each bidder shall be provided with one (1) set of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of Solicitation forms will be charged per page in accordance with 5 GCA §10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Government of Guam Retirement Fund.

**2. PREPARATION OF BIDS:**

- a) Bidders are required to examine the drawings, specifications, schedule and all instructions. Failure to do so will be at bidder's risk.
- b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
- c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
- d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.

**3. EXPLANATION TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.

**4. ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:**

Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

**5. SUBMISSION OF BIDS:**

- a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
- b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
- c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.

- d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:**  
If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation is desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
- a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. **DISCOUNTS:**
- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:**  
No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLER' INVOICES:**  
Invoices shall be prepared and submitted in duplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:**  
Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div. 4 §3109(k)).
12. **CONFIDENTIAL DATA:**  
If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it consider confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened.

The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

**13. PROHIBITION AGAINST GRATUITIES AND KICKBACKS:**

With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

**14. STATEMENT OF QUALIFICATIONS:**

The ability, capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; and the compliance with all of the conditions to the solicitation.

**15. WAGE AND BENEFIT COMPLIANCE:**

a) A Contractor, with regard to all persons it employs whose purpose, in whole or in part, is the direct delivery of services contracted by the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the Government of Guam. A Contractor shall be responsible for same obligation for its Subcontractors. 5 GCA §5801.

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

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

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

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

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

g) A Contractor, along with all proposed offerors under this procurement, are required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805.

h) The applicable U.S. Department of Labor Wage Determination Rate Revision (as defined by Subsections b) and c)) is attached to this Agreement. A Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions and detailed wage and benefits paid in keeping with this section. Additionally, upon request by the Government of Guam, a Contractor shall submit source documents of individuals who provide direct services, in part or whole, under this Agreement and its payments to those individuals of such wages and benefits.

**16. ETHICAL STANDARDS:**

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

**17. PROHIBITION AGAINST CONTINGENT FEES:**

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

**18. CONTRACTOR'S WARRANTY REGARDING SEX OFFENDERS:**

A Contractor warrants 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. Any Contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract, at the discretion of the Government of Guam. 5 GCA §5253 (b).

**19. POLICY IN FAVOR OF SERVICE DISABLED VETERAN OWNED BUSINESS:**

In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA §5012, that is at least fifty-one percent (51%) owned by service disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one percent (51%) owned by a service disabled veteran(s) who served in the active U.S. Military Service, was discharged or released under honorable conditions and whose disability is service connected as demonstrated by a DD214, and certified by a Disability award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years. 5 GCA §5011 and §5012.

**20. WITHHOLDING ASSESSMENT FEE FOR NON-RESIDENT PERSON WITHOUT VALID GUAM BUSINESS LICENSE:**

As a cost of doing business with the Government of Guam, there is an established withholding assessment fee for a non-resident person without a valid Guam business license, which shall be equal to four percent (4%) of the total dollar value of a contract awarded for all Government of Guam contracts for professional services provided by a non-resident person residing outside of Guam. The agency awarding the contract or the agency's representative awarding the contract shall, at the time of the contract award, in the instance of a contract for professional services to a person who does not possess a valid Guam business license under Title 11, Guam Code Annotated, and who is not a resident of Guam, deduct from funds allocated for the contract an amount equal to four percent (4%) of the total dollar value

of a contract awarded, and shall transmit the funds to the Treasurer of Guam for deposit in the General Fund. The amount of the withholding assessment fee withheld shall be duly noted in the payment statements to the Contractor. 11 GCA §71114.



**ACKNOWLEDGEMENT OF AMENDMENTS**

**Invitation for Bid No. GGRF-23-002  
for Fiduciary Liability Insurance**

The undersigned hereby acknowledges receipt of the following bid amendments:

<u>AMENDMENT NO.</u>	<u>DATED</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

**Signed By:**

\_\_\_\_\_  
**Name/Title/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.





## **BID SPECIFICATIONS FOR FIDUCIARY LIABILITY INSURANCE (AS SPECIFIED OR EQUIVALENT)**

**INTRODUCTION:** The Government of Guam Retirement Fund was established in 1951 to provide annuities and other benefits to its members who complete a prescribed number of years in government service. In addition, the Fund provides benefits to the surviving spouse and minor children of deceased employees and retirees. As a result, employees can accumulate reserves for themselves and their families to meet, without prejudice or hardship, the hazards of old age, disability, death and termination of employment. The Fund manages four (4) retirement plans; a \$1.97 billion Defined Benefit/Defined Benefit 1.75 Plan, a \$489.6 million Defined Contribution Plan, and a \$138.9 million 457 Deferred Compensation Plan. The Fund is managed by a seven member Board of Trustees; four of whom are elected and three appointed by the Governor - they serve five year terms. The enabling statute is codified at Title 4, Chapter 8, Article 1, Article 2, Article 3 and Article 4 of the Guam Code Annotated.

**SERVICES REQUIRED:** The Government of Guam Retirement Fund wishes to procure fiduciary liability insurance coverage for its Board of Trustees and Administrators. Interested Bidders are invited to submit bids to provide

### ITEM NO. 1.

- Policy:** A copy of the current policy can be obtained upon request from the Fund. The Broker is encouraged to offer alternate carriers or policy wordings as long as they provide coverage equal or superior to the expiring policy.
- Rating:** The Fund will not consider the purchase of insurance from any underwriter not rated at least "A-" by A.M. Best or equivalent. Underwriters with lower ratings may apply for consideration if adequately reinsured.
- Licensing:** The Fund will not consider the purchase of insurance arranged by an individual or entity not appropriately licensed as an Insurance Agent or Broker on Guam.
- Claims and Adjustments:** The Broker shall include information on the claims reporting and adjustment procedures to be used by each Underwriter selected to provide coverages to the Fund.
- Deferred Payment Plan:** The Broker shall provide the Fund with a deferred premium payment

**plan for the policies. The rate of interest or finance charges, if any, must be fully disclosed. If none is available, a statement to that effect shall be included with the bid.**

**Submission of Proposals: Complete bids for all coverages shall be delivered to the Director's Office at the Fund no later than 10:00 a.m. on Tuesday, September 12, 2023 (Chamorro Standard Time).**

**Affidavit: At the time of presenting proposed policies to the Fund, the Broker shall include an affidavit attesting that it has neither received nor will receive any commissions, fees, bonuses or any other remuneration for any insurer, insurer's representative, or sub-broker for procuring insurance from that source. Breach of this requirement shall give the Fund the right to terminate the Broker, or, at its discretion, to deduct from the Broker's fees the amount of such commissions, fees, bonuses or other remuneration.**

**Policy Term: One (1) Year from October 1, 2023 at 12:01 a.m. (Chamorro Standard Time) with an option to extend for two (2) additional years.**

**Limits: \$11,000,000 annual aggregate for all losses combined including defense cost including Waiver of Recourse Coverage.**

**Retention: \$200,000 except Nil for any claim for Breach of Fiduciary Duty, or Non-Indemnifiable Loss of an Insured Natural Person.**

**Continuity Date: November 4, 2004.**

**Underwriting Information: A Fiduciary Liability Application for coverage has been included with this package. Copies of relevant Financial Statements, Actuarial Valuations and Management Letters can be found on the Fund's web-site at [www.ggrf.com](http://www.ggrf.com).**

**Questions: Potential bidders who received the IFB package may submit written questions no later than Tuesday, September 05, 2023 by 5:00 p.m. (Chamorro Standard Time). Questions may be e-mailed to [erreyes@ggrf.com](mailto:erreyes@ggrf.com) and [dclbascon@ggrf.com](mailto:dclbascon@ggrf.com). Oral statements made by the Fund or its agents are not binding on the Fund under this IFB. On or before Friday, September 08, 2023, responses to the written questions (without reference to the source of the questions) will be provided to all potential bidders.**

**Note: The Government of Guam Retirement Fund (GGRF) reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities or specification discrepancies and to award the bid as the Director deems to be in the best interest of the territory.**

**IFB TIMELINE**

IFB Packages for interested bidders may be downloaded at [www.ggrf.com](http://www.ggrf.com) or picked up at the Government of Guam Retirement Fund Office, 424 Route 8, Maite.

**After 8:00 a.m.  
August 28, 2023**

Deadline for Requests to hold Pre-Bid Conference

**September 01, 2023**

Deadline for Receipt of Written Questions

**September 05, 2023**

Deadline for Answers to Written Questions

**September 08, 2023**

**Deadline for Receipt of Sealed Bids at the  
GGRF Director's Office (1st Floor)**

**No later than 10:00 a.m.  
September 12, 2023**

Public Bid Opening to be held in GGRF Conference Room  
(1st Floor)

**At 10:15 a.m.  
September 12, 2023**

**These bid specifications have been developed by GGRF Staff and approved by:**

  
\_\_\_\_\_  
**PAULA M. BLAS, DIRECTOR**

  
\_\_\_\_\_  
**DATE**

## FIDUCIARY LIABILITY INSURANCE APPLICATION

**NOTICE: EXCEPT AS SET FORTH IN ITEM 3(b) OF THE DECLARATIONS, THE POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.**

**IF A POLICY IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS.**

**1. Applicant:**

- (a) **Sponsor Organization<sup>1</sup>:** GOVERNMENT OF GUAM RETIREMENT FUND  
 (b) **Address:** 424 ROUTE 8  
MAITE, GUAM 96910  
 (c) **Nature of business (include primary SIC code):** PUBLIC PENSION SYSTEM  
 (d) **Total revenues of the Sponsor Organization:** \$ 0.00  
 (e) **Total assets of all plans:** \$ 2.81 BILLION

2.(a) Amount of insurance requested: \$ 11,000,000 (b) Self-insured retention requested (each loss): \$ 0.00

3. Is this a replacement of existing insurance?  Yes  No. If Yes, is continuity requested?  Yes  No  
 Continuity date requested: NOVEMBER 3, 2004  
 If continuity is requested, do not complete question 15 and attach a copy of the original main form application.

**4. List of Plans for which coverage is requested:**

Full name of Plans to be covered	Total assets (market value)	Number of Plan participants	Type of Plan (W = welfare benefit) (DC = defined contribution) (DB = defined benefit) (Other = please describe)	Does the Plan invest in employer securities? (Y/N)	Is the Plan a stock option plan? (Y/N)
GOVERNMENT OF GUAM DEFINED BENEFIT AND DEFINED	\$1.97 BILLION	3,555 - ALL	DB / DB 1.75	NO	NO
GOVERNMENT OF GUAM 401(a) DEFINED CONTRIBUTION PLAN	\$489.6 MILLION	7,353 - ALL	DC	NO	NO
GOVERNMENT OF GUAM 457 DEFERRED COMPENSATION PLAN	\$138.9 MILLION	5,619- ALL	DC - 457	NO	NO

(List any additional Plans on an attachment. If there is an attachment, check here )

5. Are assets managed by an investment manager as defined in ERISA?  Yes  No  
If "No," or if only some assets are invested by an investment manager as defined in ERISA, please provide details on an attachment. (If there is an attachment, check here ) DB PLAN MANDATED BY LOCAL STATUTE.
6. How often is the performance of the plans' investment managers reviewed?  At least semi-annually  Less than semi-annually (please describe) QUARTERLY BY INVESTMENT CONSULTANT. ANNUAL PERFORMANCE REVIEW CONDUCTED ACCORDING TO CONTRACT
7. How often do the fiduciaries establish or amend the investment manager's guidelines and goals for the plans?  At least annually  Less than annually (please describe)  
CURRENT GGRF INVESTMENT POLICY IS SET BY LOCAL STATUTE
8. Is any plan a multiemployer or multiple employer plan?  Yes  No  
(If "Yes," list and identify the types of plans on an attachment. If there is an attachment, check here )
9. Does any plan employ outside investment, actuarial, legal, administrative or benefits consulting services?  Yes  No. (If "Yes," indicate the name of each such service provider and the plans for which services are provided. If there is an attachment, check here ) INVESTMENT CONSULTING SERVICES - WILSHIRE ASSOCIATES (DB PLAN)/MERCER CONSULTING (DC PLAN); ACTUARIAL SERVICES - MILLIMAN, INC.; LEGAL SERVICES - CARLSMITH BALL LLP
10. Does any plan hold any contract with a guaranteed return (including Guaranteed Investment Contracts (GICs) or Guaranteed Annuity Contracts (GACs)) with an insurer or bank that is in receivership or undergoing rehabilitation or liquidation?  Yes  No. (If "Yes," please attach complete details for each such plan, including plan name, name of contract provider, the market value of each contract and the date that each such contract expires. If there is an attachment, check here )
11. In the past 24 months has there been, or, in the next 12 months is there anticipated, any amendment that has resulted in or is expected to result in any reduction of benefits, including but not limited to an increase in participants' share of costs?  Yes  No. (If "Yes," identify the plans and attach a description of the amendments. If there is an attachment, check here )
12. Has any plan (or portion of a plan) been spun off (sold), transferred, or terminated or is any such transaction contemplated?  Yes  No. (If "Yes," attach the following information for such plans: date (or anticipated date) of spin-off sale or termination; whether assets have been fully distributed or reverted to a party other than the plan participants; and name of annuity provider, if benefits have been secured by annuities.)

Question 13 applies only to defined benefit plans. If there are no defined benefit plans, please skip to question 14.

13. (a) Are all defined benefit plans adequately funded in accordance with ERISA or any applicable similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere in the world, as attested to by an actuary?  Yes  No. (If "No," attach complete details.)  
PLEASE REFER TO CURRENT ACTUARIAL VALUATION AS OF 09/30/22
- (b) Are there any overdue employer contributions for any plan, or has any plan requested or contemplated filing a request for a waiver of contributions?  Yes  No. (If "Yes," attach complete details, including the plan name and the amount of any overdue employer contributions for each such plan.)
- (c) Is any plan a cash balance plan, or is any conversion to a cash balance plan being considered?  Yes  No. (If "Yes," attach complete details, including copies of any descriptive literature distributed to plan participants, and descriptions of any grandfather provisions.)

14. Has there been, or is there now pending, any claim(s) against any proposed insured arising out of any plan?  Yes  No. (If "Yes," attach complete details.)
15. Does any proposed insured have knowledge or information of any act, error or omission which might give rise to a Claim under the proposed policy?  Yes  No. (If "Yes," attach complete details.)
16. Has there been or is there pending any inquiry or investigation, or any violation of ERISA or any similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere in the world, to which a Plan is subject?  Yes  No. (If "Yes," attach complete details.)

It is agreed that with respect to questions 14, 15 and 16 above that if such claim, knowledge, information, inquiry, investigation, or violation exists, any claim or action arising therefrom is excluded from the proposed coverage.

**PRIOR INSURANCE**

17. If there is fiduciary liability insurance currently in force with another insurer, please indicate below. If no coverage is carried, check here .
- (a) Insurer NATIONAL UNION FIRE INSURANCE CO. OF PITTSBL  
 (b) Limit of liability \$11,000,000  
 (c) Self-insured retention 0  
 (d) Policy expiration date OCTOBER 1, 2020  
 (e) Premium (indicate whether for one year or other period) \$805,296 (18-MONTH PERIOD)  
 (f) Loss experience: (Attach complete details.) If no losses, check here .
18. Has similar insurance ever been refused, canceled or non-renewed?  Yes  No. (If "Yes," attach complete details including date and reason.)
19. If there is ERISA fidelity bond coverage currently in force with another insurer, please indicate below. If no coverage is carried, check here .
- (a) Insurer \_\_\_\_\_  
 (b) Limit of Liability \_\_\_\_\_  
 (c) Premium \_\_\_\_\_
20. Has any fidelity bond for any plan ever been refused, canceled or non-renewed?  Yes  No. (If "Yes," attach complete details.)
21. Name of Risk Manager (or equivalent position) of the Sponsor Organization \_\_\_\_\_
22. Name of General Counsel of the Sponsor Organization JOANNE L. GRIMES, CARLSMITH BALL LLP

**PLEASE SUBMIT THE FOLLOWING AS PART OF THE APPLICATION:**

- Copies of the latest CPA-audited financial statements, with investment portfolios. (If Plan assets are held in a master trust, submit master trust investment portfolio.)
- For each Plan whose assets at any time within twelve months prior to the inception date of this policy was comprised of 20% or more of securities of the Sponsor Organization, the latest CPA-audited financial statement (with investment portfolio). If such Plan holds securities that are not publicly traded, then also submit a complete copy of the most recent independent appraisal of such securities.
- Written plan description and latest financial statement, if applicable, for any non-qualified plans.
- For non-publicly-traded companies, the latest annual report and the latest interim financial statement for the Sponsor Organization.

**SEVERABILITY**

If a policy of insurance is issued, it is understood and agreed that in granting coverage to any of the Insureds, the Insurer has relied upon the declarations and statements in this application for coverage. All such declarations and statements are the basis of coverage and shall be considered incorporated in and constituting part of the policy should one be issued. With respect to such declarations and statements, no statements made or knowledge possessed by any Insured (other than knowledge or information possessed by the person(s) actually executing the application) shall be imputed to any other Insured to determine whether coverage is available for any Claim made against such other Insured.

THE UNDERSIGNED AUTHORIZED FIDUCIARY OF THE APPLICANT HEREBY DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF. NOTHING CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE.

The undersigned authorized fiduciary hereby acknowledges that he/she is aware that the limit of liability contained in this policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the Insurer shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the limit of liability of this policy. The undersigned authorized fiduciary hereby further acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the retention amount.

Signed:   
(Applicant - must be signed by a current fiduciary)  
Print Name: PAULA M. BLAS

Date: 8/23/2018  
Title: DIRECTOR



**BID FORM**

**Invitation for Bid No. GGRF-23-002  
for Fiduciary Liability Insurance**

ITEM NO.	BASE BID DESCRIPTION	UNIT PRICE	PREMIUM AMOUNT
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1.	<b>FIDUCIARY LIABILITY INSURANCE FOR A ONE (1) YEAR PERIOD, WITH OPTION TO EXTEND FOR TWO (2) ADDITIONAL YEARS.</b>	<b>12 MONTHS</b>	<b>\$ _____</b>
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**Signed By:**

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**Name/Title/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.



**FIDUCIARY LIABILITY INSURANCE APPLICATION**  
*(GGRF Attachment to Question No. 14)*

**Past Claims:**

- **The People of Guam v. John A. Rios and Carl T.C. Gutierrez**  
Superior Court of Guam Criminal Case No. CF0216-04  
Details: On July 1, 2003 in the Superior Court of Guam, Mr. John A. Rios, former Director of the Government of Guam Retirement Fund was indicted on criminal charges. On July 25, 2005 in the Superior Court of Guam, all charges were dismissed.
- **David J. Lubofsky v. Government of Guam; Government of Guam Retirement Fund**  
Superior Court of Guam Civil Case No. CV0958-05  
Details: On October 10, 2005 in the Superior Court of Guam, Mr. David J. Lubofsky filed an action asking for an award of disability retirement benefits. On April 26, 2006, the Board of Trustees of the Government of Guam Retirement Fund granted Mr. Lubofsky's request for disability retirement benefits retroactive to a commencement date of May 19, 2004. On February 15, 2007 in the Superior Court of Guam, the case was dismissed without prejudice.
- **The People of Guam v. John A. Rios, Carl T.C. Gutierrez and Gil Shinohara**  
Superior Court of Guam Criminal Case No. CF0401-5  
Details: On December 16, 2005 in the Superior Court of Guam, Mr. John A. Rios, former Director of the Government of Guam Retirement Fund was indicted on felony and misdemeanor charges. On February 10, 2006, in the Superior Court of Guam, an Order Granting the Defendant(s) Motion to dismiss Criminal Case No. CF0401-5 was ordered.
- **Pangelinan v. Government of Guam Retirement Fund**  
Superior Court of Guam Special Proceedings Case No. SP0181-10.  
Details: Mr. Pangelinan filed an appeal of the Fund's denial of his application for disability retirement benefits. The Superior Court of Guam dismissed the action based on untimeliness, and no appeal was taken.
- **Saville v. Government of Guam Retirement Fund**  
Superior Court of Guam Special Proceedings Case No. SP0146-06  
Details: Mr. Saville's Estate filed an appeal of the Fund's denial of his application for disability retirement benefits. The Superior Court of Guam ruled that the Fund erred in having the decision denying the application decided by a Board committee, rather than the Board as a whole. The Fund was also ordered to pay a certain amount in attorney's fees. This matter is now closed.
- **The People of Guam v. John A. Rios and Carl T.C. Gutierrez**  
Superior Court of Guam Criminal Appeal No. 05-08  
Details: In this criminal matter, Defendant John A. Rios sought reimbursement of attorney's fees incurred to defend against criminal charges for actions taken while employed as Executive Director of the Fund. As part of a settlement, the Fund agreed to pay Mr. Rios' fees up to a certain cap.
- **Story v. Government of Guam Retirement Fund**  
Superior Court of Guam Special Proceedings Case No. SP0035-09  
Details: Ms. Story, a Defined Benefit Plan member, alleged that the Fund improperly denied her disability retirement benefits. Court granted GGRF's motion for summary judgment. Ms. Story will not recover anything from GGRF.
- **Bautista v. Perez, et al.**  
Superior Court of Guam Civil Case No. CV1848-01  
Details: In 2003, the Superior Court of Guam outlined four fiduciary obligations of the Fund. In 2011, one of the Plaintiffs filed a motion asking the Court to enforce its 2003 Order; one motion was denied, one motion was determined to be moot and one motion is pending. The fourth motion seeks that the Fund reimburse the Plaintiff for his attorney's fees. This motion for fees was denied.

**Pending Claim:**

- **Chargualaf v. Government of Guam Retirement Fund**  
Superior Court of Guam Special Proceedings Case No. SP0007-18  
Details: Mr. Chargualaf, a Defined Benefit Plan member, asked the Fund to interpret its enabling statute in a manner that would reflect his three highest annual salaries as the same amounts recorded on his W-2GUs for the years 2013-2015. The Fund denied Mr. Chargualaf's request. The Superior Court further denied Mr. Chargualaf's Verified Petition for Writ of Mandate and affirmed the Fund's decision. This matter is pending in the Supreme Court of Guam.

***-END OF CLAIMS-***

**DECLARATION RE COMPLIANCE WITH U.S.  
DEPARTMENT OF LABOR WAGE DETERMINATION**

**Invitation for Bid No. GGRF-23-002  
for Fiduciary Liability Insurance**

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

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

1. That I am \_\_\_\_\_ (please select one: the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
2. That I have read and understand the provisions of 5 GCA §5801 and §5802 which read:

**§5801. Wage Determination Established.**

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

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

**§5802. Benefits.**

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

3. That the offeror is in full compliance with 5 GCA §5801 and §5802, as may be applicable to the procurement referenced herein;
4. That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. **(INSTRUCTIONS - Please attach).**

\_\_\_\_\_  
Signature

**THIS DECLARATION MUST BE COMPLETED WITH MOST RECENT WAGE DETERMINATION ATTACHED  
AND RETURNED IN THE ENVELOPE CONTAINING THE BID.**

"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.: 17  
Date Of Last Revision: 07/27/2022

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

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:  
With certain exceptions Executive Order 14026 applies to the contract. (The contractor must pay all covered workers at least \$15.00 per hour for the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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		12.66***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.53
01051 - Data Entry Operator I		12.15***
01052 - Data Entry Operator II		13.25***
01060 - Dispatcher Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.08***
01112 - General Clerk II		12.09***
01113 - General Clerk III		13.57***
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

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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	17.01
05010 - Automotive Electrician	15.97
05040 - Automotive Glass Installer	14.94***
05070 - Automotive Worker	14.94***
05110 - Mobile Equipment Servicer	12.82***
05130 - Motor Equipment Metal Mechanic	17.01
05160 - Motor Equipment Metal Worker	14.94***
05190 - Motor Vehicle Mechanic	17.01
05220 - Motor Vehicle Mechanic Helper	11.73***
05250 - Motor Vehicle Upholstery Worker	13.90***
05280 - Motor Vehicle Wrecker	14.94***
05310 - Painter Automotive	15.97
05340 - Radiator Repair Specialist	14.94***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.89***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.35***
07130 - Food Service Worker	9.69***
07210 - Meat Cutter	12.13***
07260 - Waiter/Waitress	9.45***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95***
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27***
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35***
11060 - Elevator Operator	9.54***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	9.54***
11150 - Janitor	9.54***
11210 - Laborer Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.39***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	10.66***
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01
12020 - Dental Assistant	17.94
12025 - Dental Hygienist	39.73
12030 - EKG Technician	27.43
12035 - Electroneurodiagnostic Technologist	27.43
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	12.26***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.30
12210 - Nuclear Medicine Technologist	40.06

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12221 - Nursing Assistant I	12.21***
12222 - Nursing Assistant II	13.73***
12223 - Nursing Assistant III	14.98***
12224 - Nursing Assistant IV	16.82
12235 - Optical Dispenser	18.23
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	27.43
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.36
12313 - Registered Nurse II Specialist	28.36
12314 - Registered Nurse III	34.32
12315 - Registered Nurse III Anesthetist	34.32
12316 - Registered Nurse IV	41.13
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	22.58
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	27.61
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	10.37***
16030 - Counter Attendant	10.37***
16040 - Dry Cleaner	11.84***

16070 - Finisher Flatwork Machine	10.37***
16090 - Presser Hand	10.37***
16110 - Presser Machine Drycleaning	10.37***
16130 - Presser Machine Shirts	10.37***
16160 - Presser Machine Wearing Apparel Laundry	10.37***
16190 - Sewing Machine Operator	12.34***
16220 - Tailor	12.83***
16250 - Washer Machine	10.86***
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	13.96***
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	11.43***
21071 - Order Filler	10.62***
21080 - Production Line Worker (Food Processing)	13.96***
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	15.38
21150 - Stock Clerk	21.62
21210 - Tools And Parts Attendant	13.96***
21410 - Warehouse Specialist	13.96***
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	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61
23125 - Cable Splicer	21.55
23130 - Carpenter Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician Maintenance	18.21
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	13.21***
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	17.88
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	19.02
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	17.98
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.43***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	20.72
23580 - Maintenance Trades Helper	10.99***
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	15.49***
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker Maintenance	17.77
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.76
23932 - Telecommunications Mechanic II	21.01
23950 - Telephone Lineman	18.75
23960 - Welder Combination Maintenance	18.31
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	13.26***
27010 - Court Security Officer	13.26***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	13.26***
27070 - Firefighter	13.26***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	13.26***
27132 - Police Officer II	14.74***
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)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
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	24.12
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	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer Combined Upper Air Or (see 2)	22.66
Surface Programs	
30621 - Weather Observer Senior (see 2)	25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
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	16.10***
31364 - Truckdriver Tractor-Trailer	16.10***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	9.63***
99050 - Desk Clerk	9.70***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	23.62
99252 - Laboratory Animal Caretaker II	25.80
99260 - Marketing Analyst	21.54
99310 - Mortician	26.22
99410 - Pest Controller	14.61**
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.15***
99820 - School Crossing Guard	17.45
99830 - Survey Party Chief	23.79
99831 - Surveying Aide	13.53***
99832 - Surveying Technician	17.58
99840 - Vending Machine Attendant	23.62
99841 - Vending Machine Repairer	30.08
99842 - Vending Machine Repairer Helper	23.62



\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 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: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 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.

**\*\* 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

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(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))."