



REQUEST FOR PROPOSALS

FOR

ON-ISLAND HOSTING OF IBM i (AS/400)

AND

SOFTWARE MAINTENANCE

AND SUPPORT

RFP No.: GGRF-001-23

Deadline for Submission: Friday, September 15, 2023
No later than 4:00 p.m.
Chamorro Standard Time

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

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I. GENERAL INFORMATION

A. Introduction.

The Board of Trustees of the Government of Guam Retirement Fund ("Retirement Fund" or "GGRF" or "Purchasing Agency") wishes to receive proposals for on-island virtual hosting of IBM i (AS/400), as well as professional services related to the support and maintenance of the Retirement Fund's AS400-based software and Local Area Network (LAN) as described in detail in Section IV, Scope of Work.

The Board currently is comprised of seven (7) trustees: Wilfred P. Leon Guerrero, Chairman; Antolina S. Leon Guerrero, Vice-Chairman; Katherine T. E. Taitano, Secretary; Artemio R.A. Hernandez, Treasurer; George A. Santos, Thomas H. San Agustin and David N. Sanford. The Director of the Retirement Fund is Paula M. Blas. The Board administers four retirement plans for government employees. The first plan is a defined benefit plan established in 1951. The second plan is a defined contribution plan established in 1995. The third plan is a deferred compensation plan established in 1998. The fourth plan is a defined benefit 1.75 plan established January 1, 2018. The Board also administers welfare benefit plans for government of Guam employees. The enabling statute is codified at Title 4, Chapter 8, Article 1, Article 2, Article 3, and Article 4 of the Guam Code Annotated.

The Defined Benefit Plan ("DB") under Article 1 consists of approximately 955 active members and 7,059 retirees. The DB Plan was closed to new membership upon the creation of the Defined Contribution Retirement System ("DCRS") under Article 2, which became the single retirement program for all new employees whose employment commenced on or after October 1, 1995. The DCRS membership consists of approximately 7,353 active participants and 1,541 retirees. The Defined Benefit 1.75 Plan ("DB 1.75") created under Article 5 consists of approximately 2,582 active members and 267 retirees. The 457 Deferred Compensation Plan under Article 3 is open to DB, DB 1.75 and DC members and consists of approximately 5,365 contributing participants.

The stated purpose of the Defined Benefit Plan is "to provide retirement annuities and other benefits for the employees of the government of Guam who become aged or otherwise incapacitated, and widows' annuities and other benefits to the dependents of such employees, thereby enabling the employees to accumulate reserves for themselves and their dependents to meet, without prejudice or hardship, the hazards of old age, disability, death and termination of employment, with the objective of encouraging qualified personnel to enter and remain in the services of the Government, thus effecting economy and efficiency in the administration of the Government". 4 GCA §8101.

B. General Authority.

The competitive selection procedures for the procurement of professional services are governed by the Guam Procurement Law codified at Title 5, Chapter 5 of the Guam Code Annotated ("GCA"), as amended; the Guam Procurement Regulations promulgated in Title 2, Division 4 of the Guam Administrative Rules and Regulations ("GAR"), as amended; and the Administrative Adjudication Act codified at Title 5, Chapter 9 of the Guam Code Annotated, as amended. Copies of the foregoing statutes and regulations are available from the Purchasing Agency.

C. Purchasing Agency.

This Request for Proposal (RFP) is issued by the Government of Guam Retirement Fund, an agency of the Government of Guam. GGRF shall act as Purchasing Agency for the purpose of procuring, on its own behalf, the professional services described in the Scope of Work, pursuant to its written determination that the professional services to be procured are in accordance with GAR § 3114(c)(1)-(4).

D. Due Date for Submission of Questions, Proposals, and/or Protests.

1. Pre-Proposal Submission of Questions.

Potential offerors who received the RFP packet may submit written questions to the Purchasing Agency on or before Wednesday, September 6, 2023. Questions may be emailed to dclbascon@ggrf.com and erreyes@ggrf.com. Oral statements made by the Purchasing Agency or its agents are not binding on the Purchasing Agency under this RFP. On or before Monday, September 11, 2023, the Purchasing Agency shall provide its responses to the written questions (without reference to the source of the questions) to all potential offerors who received the RFP.

2. Submission of Proposals.

No later than **10:00 a.m., Friday, September 15, 2023, ChST**, one (1) original and five (5) copies of the written proposal must be received by the head of the Purchasing Agency (The Director of GGRF) at the following address:

**Paula M. Blas
Director
Government of Guam Retirement Fund
424 Route 8
Maite, Guam 96910**

Telephone: 671.475.8900
Facsimile: 671.475.8922

Please make reference to RFP No. GGRF-001-23. Proposals received subsequent to that time shall not be considered. Business hours of the Retirement Fund for the purposes of this RFP are from 8:00 a.m. to 5:00p.m. (ChST) Monday through Friday, with the exception of official Government of Guam holidays.

3. Submission of Protest.

Protests under this RFP shall be served on the head of the Purchasing Agency (the Director of GGRF) at the above address by obtaining written and dated acknowledgement of receipt no later than fourteen (14) days from the date on which the protestor should have known of the facts giving rise to the protest. Protests received after that date shall not be considered.

II. GENERAL PROCEDURES

A. Receipt and Handling of Proposals.

In accordance with GAR § 3114(h)(1), proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials as designated by the head of the Purchasing Agency. A Register of Proposals shall be established which shall include for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after the award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

B. Nondisclosure of Data.

In accordance with GAR § 3114(h)(2), offerors may identify trade secrets and other proprietary data contained in their proposals. If the offeror selected for award has requested, in writing, the nondisclosure of trade secrets and other proprietary data so identified, the head of the Purchasing Agency conducting the procurement or his designee shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the head of the Purchasing Agency conducting the procurement or his designee shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests pursuant to 5 GCA Chapter 5, Article 9 (Legal and Contractual Remedies), the proposal will be so disclosed.

C. Discussions.

In accordance with GAR §3114(i)(1), the Selection Panel (described in Section VI.B of this RFP) shall evaluate all proposals submitted and may, but shall not be required to, conduct discussions with any offeror. The purposes of such discussions shall be to: (1) determine in greater detail such offeror's qualifications; and (2) explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach. Discussions shall not disclose any information derived from proposals submitted by other offerors. In accordance with GAR §3114(i)(2), information derived from the proposals shall not be disclosed until after the award of the proposed contract has been made. In accordance with GAR §3116(b), the information contained in the proposal or furnished in connection with an inquiry with respect to the responsibility of the offeror shall not be disclosed outside the Purchasing Agency without prior written consent of the offeror. The proposal of the offeror awarded the contract shall be opened to public inspection except as otherwise provided in the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

D. Modification or Withdrawal of Proposals.

Proposals may be modified or withdrawn by offerors at any time prior to the conclusion of discussions, in accordance with GAR §3114(i)(3).\

E. Minor Informalities.

GGRF reserves the right to waive any minor informalities in proposals received, or to have them corrected by the offeror in accordance with applicable regulations.

F. Selection of the Best Qualified Offerors.

After conclusion of validation of qualifications, evaluation and discussion as provided in GAR §3114(l), the head of the Purchasing Agency or his designee shall select, in the order of their respective qualification ranking, no fewer than three acceptable offerors (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services.

G. Submission of Cost or Pricing Data.

Pursuant to GAR §3114(k), the offeror determined to be the best qualified will be required to submit cost or pricing data to the head of the Purchasing Agency at a time specified prior to the commencement of negotiations in accordance with GAR§ 3118 (Cost or Pricing Data). Unless the contract price falls under an exception set forth in GAR §3118(b)(2), the offeror or contractor shall certify that the cost or pricing data is accurate, complete, and current, using a form of certificate substantially as set forth in GAR §3118(e).

H. Right to Inspection.

A representative of the Board may at reasonable times, inspect the place of business of a contractor which is related to the performance of any contract awarded or to be awarded by the Board, in accordance with GAR §3123.

I. Negotiation and Award of Contract.

The head of the Purchasing Agency or his designee shall negotiate a contract with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable. The elements of negotiation shall be directed at the requirements set forth in GAR §3114(l)(2).

In accordance with GAR §3114(l)(3), if compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract shall be awarded to that offeror. In accordance with GAR §3114(l)(4), if compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons therefore shall be placed in the file and the head of the Purchasing Agency shall advise such offeror of the termination of negotiations which shall be confirmed by written notice within three (3) days. Upon failure to negotiate a contract with the best qualified offeror, the head of the Purchasing Agency or his designee may enter into negotiations with the next most qualified offeror. If compensation, contract requirements, or contract documents can be agreed upon, then the contract shall be awarded to that offeror, in accordance with GAR §3114(l)(B). If negotiations again fail, negotiations shall be terminated as provided in GAR §3114(l)(4)(A) and commence with the next qualified offeror. If negotiations fail with all of the offerors initially selected as the best qualified offerors, offers may be resolicited or additional offerors may be selected based on original, acceptable submissions in

the order of their respective qualification ranking and negotiations may continue in accordance with GAR §3114(l)(4) until an agreement is reached and the contract awarded.

J. Memorandum of Evaluation and Negotiation.

At the conclusion of negotiations resulting in the award of the contract, the head of the Purchasing Agency or his designee shall prepare a memorandum setting forth the basis of the award, including how the evaluation factors stated in the Request for Proposals were applied to determine the best qualified offerors, and the principal elements of the negotiations including the significant considerations relating to price and the other terms of the contract. In accordance with GAR §3114(m), all memoranda shall be included in the contract file and be available for public inspection. Written notice of award shall be public information and made a part of the contract file.

K. Cancellation or Revision of Request for Proposal.

This Request for Proposal may be canceled, or any and all proposals may be rejected in whole or in part as may be pursuant to GAR §3115, when it is in the best interests of the GGRF or the Territory of Guam ("Territory"). Additionally, in accordance with GAR §9015, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

L. Rejection of Individual Proposals.

Any offer submitted in response to this Request for Proposal may be rejected in whole or in part when it is in the best interests of GGRF or the Territory, in accordance with GAR §3115(e). Reasons for rejecting proposals include but are not limited to: (1) the business that submitted the proposals is nonresponsive as determined under GAR §3116; (2) the proposal ultimately fails to meet the announced requirements of the Retirement Fund in some material respect; or (3) the proposed price is clearly unreasonable. Upon request, unsuccessful offerors shall be advised of the reasons for rejection.

When proposals are rejected, or a solicitation canceled after proposals are received, the proposals which have been opened shall be retained in the procurement file, or if unopened, returned to the offerors upon request, or otherwise disposed of pursuant to GAR §3115(g).

M. Notice of Prohibition against Gratuities (5 GCA §5630(a) and GAR §11107(a)).

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

N. Notice of Prohibition against Kickbacks (5 GCA § 5630(b) and GAR § 11107(b)).

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement of the award of a subcontractor or order.

III. TERMS AND CONDITIONS TO BE INCLUDED IN CONTRACT

The contract entered into by and between the Purchasing Agency and the contractor shall include the following mandatory terms and conditions:

A. Type, Duration and Effective Date of Contract.

The contract for professional services procured hereunder shall be of no specific duration and voidable at any time by either party in accordance with 4 GCA §8145(c)(5). The contract may be a multi-term contract in accordance with 2 GAR §3121 et. seq. because the furnishing of long-term services is required to meet the needs of GGRF and the Territory. A multi-term contract will serve the best interests of GGRF and the Territory by encouraging effective competition or otherwise promoting economies in GGRF and Territory procurement. The contract shall take effect upon the effective date specified in the contract.

B. Responsibilities of Awarded Offeror.

The awarded offeror shall be responsible for the professional and technical accuracy of all work done under the contract. The awarded offeror shall agree to devote his, her or its best efforts to the duties and responsibilities under the contract. The awarded offeror shall perform the duties and responsibilities under the contract in a professional and competent manner in accord with acceptable standards for the offeror's profession.

C. Restriction Against Sex Offenders Employed by Service Providers.

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

then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

D. Assignment and Subcontracting.

The contract may not be assigned without the prior written approval of the Board. Because of the nature of the work, the awarded offeror may not subcontract any part of the services required under the contract without the prior written approval of the Board.

E. Independent Contractor Status.

The contractor's relationship with the GGRF and the government is as an independent consultant or contractor, and not as an employee of GGRF or the government.

F. Termination of Contract.

1. Termination for Convenience pursuant to GAR §6101(10).

- a. Termination. GGRF may terminate this contract, in whole or in part, when the interest of GGRF or the Territory so require, for the convenience of GGRF or the Territory. The Purchasing Agent shall give written notice of the termination to the contractor specifying when termination of the contract, in whole or in part, becomes effective.
- b. Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.

G. Contract Disputes:

5 GCA §5247 is applicable to controversies between GGRF or the Territory and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification, reformation, or rescission. The word *controversy* is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

The Director of the GGRF or its designee is authorized, prior to commencement of an action in a court concerning all controversies between the GGRF and the contractor which arise under or by virtue of, this contract including but not limited to controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, to settle and resolve the controversy. If the controversy is not resolved by mutual agreement, the Director of the GGRF, or the designee shall issue a decision in writing and furnish a copy of the Decision to the contractor, by certified mail, mail receipt requested, or by any other method that provides evidence of receipt. The Decision shall state (1) the reasons for the action taken; and (2) inform the contractor of its rights to judicial or administrative review. Failure to render a written Decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received. The Decision shall be final and conclusive, unless

fraudulent, or the contractor appeals administratively to the Public Auditor in accordance with section 5706 of the Guam Procurement Law. The contractor shall comply with any decision of the head of the Purchasing Agency and proceed diligently with performance of the contract pending final resolution by the Public Auditor or the Superior Court of any controversy arising under, or by virtue of, the contract, except where there has been a material breach of the contract by GGRF; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the head of the Purchasing Agency has made a written determination that continuation of work under the contract is essential to the public health and safety.

H. Contract Remedies:

1. Remedies pursuant to GAR §9101.

Unless agreed otherwise by the parties, any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations [GAR chapter 9].

2. Interest Payable on Claims pursuant to GAR §9103(f)(1) and 5 GCA §5475.

Pursuant to GAR §9103(f)(1) and 5 GCA §5475 of the Guam Procurement Act, interest on amounts ultimately determined to be due to a contractor or GGRF shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

IV. SCOPE OF WORK

A. Type of Services Required.

GGRF is seeking proposals for the performance of professional services related to on-island virtual hosting of IBM i (AS/400) and the support and maintenance of the Retirement Fund's AS400-based software and Local Area Network (LAN) as described in detail in Section IV, Scope of Work. The services requested, while not intended to be a comprehensive list, are listed in the Description of Work Involved.

The selected offeror(s) shall maintain and support the following:

1. Accounting/General Ledger
2. DB 1.75 Plan
3. DC Plan Payroll
4. Member Contribution Reserve
5. Investment Portfolio
6. Pension Payroll
7. Staff Payroll
8. Local Area Network (LAN)

B. Description of Work Involved.

1. Hosting, maintenance and support of these systems shall include:
 - a. On-island virtual hosting of IBM i (AS/400)
 - b. Provide IBM i virtual machines running on IBM i Power 9 at the minimum.
 - c. Manage and provide O/S support for IBM i V7R3 and above, as well as provide O/S updates and PTFs.
 - d. Support public internet access with VPN support and/or options for client provided private networks such as MPLS, Metro Ethernet, Point to Point, etc.
 - e. Provide backups of database and allow a minimum of 45 users accessing the IBM i virtual host.
 - f. Modifying and/or enhancing existing program source code and possibly the database to correct a software abnormality or defect.
 - g. Modifying and/or enhancing existing program source code and possibly the database to support and implement operational requirements mandated by law, Board resolution, or Board policy.
 - h. Designing, testing and documenting all necessary changes to the existing application systems and database.
 - i. Modifying or enhancing existing standard reports.
 - j. Providing technical assistance in the tracking of possible software defects reported by users.
 - k. Creating ad-hoc reports as deemed necessary by Retirement Fund Staff.
 - l. Warranting all changes for the duration of the maintenance contract period.
 - m. Providing on-call technical support during the contract period.
2. Maintenance and support of Local Area Network (LAN) composed of:
 1. Lenovo ThinkSystem SR630 (3 each)
 2. Dell PowerConnect 6248P Power-Over-Ethernet Switch (4 each)
 3. Dell PowerConnect 5424 Gigabit Layer 2 Switch (2 each)
 4. Dell PowerEdge Rack 4220 Rack Enclosure - 42U Rack (1 each)
 5. Desktop/Laptop Workstations running Windows 10 Professional (up to 60 each)
 6. Workstation and Network Connectivity to Xerox Machines (4 each)

Maintenance shall include:

- a. Perform major operating system repairs, if not covered by the warranty.
 - b. Troubleshoot minor operating system repairs, if not covered by the warranty.
 - c. Warranting all changes for the duration of the maintenance contract period.
 - d. Providing on-call technical support during the contract period.
 - e. Perform regularly scheduled maintenance on the currently implemented Windows Network.
3. Maintenance and support shall not include:
 - a. The creation of new functions or application modules to be added to the existing software.
 - b. The creation of new standard reports.

- c. The analysis or design of new functions or application modules, or new standard reports.

C. Intellectual Property Rights in Works of Authorship.

Any intellectual property rights in and to all new or modified source code, database definitions, and documentation resulting for the contractor's support and maintenance of the software, which are works of authorship, shall belong to the Retirement Fund and are "works for hire" with the definition of Section 101 of the United States Copyright Act of 1976, Title 17, United States Code. Contractor shall assist the Retirement Fund in obtaining, maintaining, protecting, and enforcing the Retirement's rights to the works created by the contractor within the Scope of Work. This assistance may include, but is not limited to, signing documents and/or giving evidence and testimony in any suit, action, investing or other proceeding in order to obtain, maintain and protect the Retirement Fund's rights in and to the works created in the performance of the Scope of Work.

D. Technical Specifications pursuant to 5 GCA §5264 and GAR §4106.

Consistent with the stated purposes and policies underlying procurement law, the following specifications are intended to promote overall economy and to encourage competition, and to not be unduly restrictive.

1. General Software Requirements

All modifications of the existing code shall comply with the following general software requirements.

a. Context Sensitive Help Facility

Help text must be available on-line, and shall be able to trap error conditions and display descriptive messages, rather than causing abnormal termination of the program. Help shall display text relating to the cursor's position on the display. The user shall be able to search the help text.

b. User Interface

The system should make consistent use of screen layouts and keys throughout the application. Each field, as applicable, shall be assigned some method of displaying appropriate values to choose from.

c. Security

On data entry screen user access should be controllable to the field level, where applicable. The system shall allow for separate categories of access, i.e., add, update, delete, inquiry only, or some combination of the former.

d. Historical Audit Trail

All writes to the database should be recorded for auditing purposes. The information should include the user, date, time, device and information changed. The historical information should be readily accessible so that audits are easy to perform. A provision shall be made to archive old historical data on an as needed basis.

e. **Data Integrity**

The database shall be journalized so that all writes to the database may be rolled back. The journal will also function as a means of recovery, in case the database is damaged. The journal can be applied to the saved database file to bring it up to the point of failure.

2. **Software Functional Requirements**

All of the application software systems are designed to satisfy the needs of the Retirement Fund in fulfilling the specific requirements of all applicable Public Laws and regulations. The current Retirement Law of the Territory of Guam is subject to changes by the Guam Legislature. The following is a list of major yearly cycles which may require functional changes.

- a. 1099-R/1099-INT/1099-MISC/W-2 Statements Processing
- b. COLA Checks Processing
- c. Annuity Supplemental Processing
- d. Fiscal Year End Closing
- e. Fiscal Year Compliance

3. **Documentation Requirements**

The following documentation requirements are considered as a required portion of the deliverables:

- a. **Provide User's Documentation.** The user's documentation will be a manual to all aspects of system operations from the user's perspective. The manual will include a general overview of the system and operational procedures, description of all elements of each data entry screen, description of each error message and recovery procedure, and description of error reports. Detailed examples should be given as necessary. The documentation should also include the necessary documentation to train a new user.
- b. **Provide operations documentation, detailing the operations of the system.** This will include any installation instructions, security instructions, system message/troubleshooting backup instructions, and instructions on scheduling required jobs.
- c. **Provide system documentation consisting of data dictionary, functional diagrams of file relationships, a list and description of all programs, and data flow diagram.**
- d. **All documentation shall be updated whenever functionality changes.**

V. PROPOSAL REQUIREMENTS

A. Information Required in Proposals

A cover letter, which shall be an integral part of the proposal, shall be signed by the individual who is authorized to bind the offeror contractually. The cover letter shall include the following statements or information:

1. The signer (whose title or position is indicated) is authorized to bind the offeror contractually.
2. The offeror's name, address, e-mail address and telephone and facsimile numbers.
3. Location of the offeror's principal place of business and, if different, the place of performance of the proposed contract.
4. The offeror's federal employer identification number (EIN) or tax identification number (TIN).
5. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services.
6. A statement of interest in providing the particular services required and described in this RFP.
7. A list of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the previous three (3) years.

B. Format of Proposals.

All offerors shall provide a detailed technical plan for providing the professional services described in the Scope of Work, which plan shall be incorporated into, and made a part of, the contract for professional services. The plan should give as much detail as is practical explaining how the services will be performed. The proposal shall also contain a pricing scheme, although price shall be accorded less weight than the technical plan. The format below is a suggested format:

- Section 1: Executive Summary of the Proposal
- Section 2: Overview of the Application System
- Section 3: Application Software Requirements
- Section 4: Technical Approach
- Section 5: Offeror Qualifications
- Section 6: Price or Cost Schedule

C. 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:

1. Disclosure of Major Shareholders (5 GCA §5233).

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 been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to 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. Representation regarding Gratuities and Kickbacks (GAR §11107(e)).

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 GAR §11107 (Gratuities and Kickbacks).

3. Prospective Representation regarding Contingent Fees (GAR §11108(f)).

The Prospective Contractor represents as a part of such contractor's bid or proposal that such contractor has/has not (circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to solicit or secure this contract pursuant to 5 GCA §5631 and GAR §11108(f).

4. Certification of Independent Price Determination (GAR §3126).

The undersigned bidder or offeror certifies that the price submitted was independently arrived at without collusion.

5. Representation regarding Ethical Standards for Government Employees and Former Government Employees (GAR §11103(b)).

The offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government

employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

6. Compliance with U.S. DOL Wage Determination (5 GCA §5801 and §5802).

The offeror declares that it has read and understood and is in full compliance with the provisions of 5 GCA §5801 and §5802 regarding Wage Determination and Benefits.

VI. EVALUATION AND SELECTION PROCEDURES

A. Minimum Qualifications.

The following are minimum requirements for an offeror(s) to be considered for award, and evidence and/or statements regarding these qualifications must be incorporated in or attached to your proposal.

1. The offeror must have been in business for a minimum of five (5) years;
2. At least five (5) years experience in the maintenance and operation of an IBM AS/400 midrange computer. Knowledge of AS/400 backup and restore procedures, as well as journalizing.
3. At least five (5) years experience in developing software specifically for the IBM AS/400 platform running in native mode.
4. Experience with RPG/400, command language program (CLP), and data design specifications (DDS), and the use of the following development tools: source entry utility (SEU) editor, screen design aid (SDA), report design aid (RDA), QUERY/400, and the data file utility (DFU).
5. Technical expertise in modifying and maintenance of existing software.
6. Experience with full system migration from IBM AS/400 to Power System 9.
7. Experience with other government agencies (federal or local) with similar or comparable system setups (offerors will be asked to provide a list of clients names, addresses, phone numbers and points of contact for reference purposes).

B. Selection Panel.

Proposals submitted may be evaluated by a selection panel consisting of the members from the Government of Guam Retirement Fund Board of Trustees and Management. The selection panel may request additional technical assistance from other sources, which could assist in reviewing (not evaluating) the responses for completeness and compliance with technical requirements.

C. Evaluation Factors.

All proposals found to be in compliance with the mandatory and material requirements of this solicitation shall be evaluated based upon technical merits and price. The following factors and weighted scores shall be used to evaluate each proposal:

1. The technical plan for performing the required services; (.10)
2. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services; (.15)
3. The personnel, equipment, and facilities to perform services currently available or demonstrated to be made available at the time of contracting; (.15)
4. A record of past performance of similar work; (.10)
5. Understanding of GGRF statutes, rules and regulations, and standardized forms, and general pension plan concepts; (.05)
6. Understanding of the AS/400 environment and operating system; (.10)
7. Understanding of the AS/400 programming environment, RPG/400, Command Language Programming (CLP), Data Design Specifications (DDS), QUERY/400 and Data File Utility (DFU); (.10)
8. Substance and duration of warranties under the system provided; (.05)
9. Ability to respond and correct software abnormalities or defects in a timely manner; (.05)
10. Network Administration experience with Windows Servers and Workstations; (.05)
11. Price and cost of services to be provided. (.10)

All evaluation factors, other than cost or price, when combined shall be significantly more important than cost or price.

D. Selection.

Selection of the Best Qualified Offeror is described in Section II (General Procedures).

The contract will be conditionally awarded to the successful offeror subject to the requirement that within eight (8) weeks from the date of the award, or within such extended time period, if any, as the Board in its discretion may allow, and in all events prior to the successful offeror commencing work hereunder, the successful offeror shall be duly registered to conduct business on Guam.

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

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: _____, _____.

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

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

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

§5801. Wage Determination Established.

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

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

§5802. Benefits.

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

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

Signature

"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 (or 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

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

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 - Pseudraulic 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

(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)).