GUAM POLICE DEPARTMENT
AND
THE GOVERNMENT OF GUAM
INTEROPERABLE COMMUNICATIONS
WORKING GROUP (ICWG)

CONSULTING SERVICES FOR THE GOVERNMENT OF GUAM INTEROPERABLE COMMUNICATIONS LAND MOBILE RADIO (LMR) SYSTEM

Project No. RFP#: GPD-001-2017

ISSUANCE DATE: July 11, 2017

Request for Proposal

GUAM POLICE DEPARTMENT
AND THE GOVERNMENT OF GUAM
INTEROPERABLE COMMUNICATIONS WORKING GROUP

Request for Proposal

CONSULTING SERVICES FOR INTEROPERABLE COMMUNICATIONS
LAND MOBILE RADIO (LMR) SYSTEM

Guam Police Department
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All dates & times referenced in this RFP are Chamorro Standard Time (ChST) (UTC+10).

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CHAPTER

1

General Information for Firms

The Guam Police Department, an agency of the Government of Guam, is in search of services from one or more qualified firms, licensed to conduct business on Guam, to contract for and provide consulting services to assist the Guam Police Department and the Interoperable Communications Working Group (ICWG) in establishing a high-level system and user requirements for the replacement of its current land mobile radio system. The proposal shall include, but is not limited to, an assessment of the existing system and reports, business policies and procedures; dialogues with users to define functional and reporting requirements; and other needs of the proposed system. For purposes of this document, the Guam Police Department will be referred to as "the department".

BACKGROUND

Interoperable Communications Working Group (ICWG)

The Interoperable Communications Working Group (ICWG) was established by Executive Order No. 2014-10 so that the residents of Guam may best be served by an interagency working group whose mandate is, in part, to develop an interdisciplinary approach among all levels of government to provide reliable communications for the entire emergency response community within Guam.

The ICWG is authorized to employ the necessary staff or procure the services of a firm or firms for the purposes of: a) Strategic planning, b) grantsmanship, program implementation, program evaluation and compliance reporting, and c) planning for the replacement, upgrade, maintenance, disposal of, or acquisition of a system.

Land Mobile Radio (LMR) System

The Government of Guam (GovGuam) currently operates an island wide analog 800MHz wireless communications system which was completed in 1989 for voice communication and is presently used by approximately eighteen (18) GovGuam agencies, ten (10) Federal Agencies and the Guam Hotel & Restaurant Association (GHRA) Security Council with over one thousand (1,000) subscribers.

The current LMR System has reached the end of its useful life and is at a point where many of the key components of the LMR system are no longer supported. GovGuam intends to replace the current LMR with an Association of Public-Safety Communications Officials (APCO) Project 25 (P25) compliant system.

Since September 2011, interoperability of voice, data, and imagery communications with emergency service agencies is of paramount importance and the necessity of reliable communications and interoperability for first responders was demonstrated during the typhoons that have affected the Island.

1. **Procurement Objectives**

   It is the goal of the department to contract with one or more experienced and qualified vendors for interoperable communications consulting services to assist the Guam Police Department and the Interoperable Communications Working Group (ICWG) develop a multi phased design and implementation plan for an island-wide radio system. The project will include advisement about the current condition of the island wide analog 800MHz wireless communications system by conducting an assessment of the system which may include buildings, grounds, facilities, equipment, devices, and its users.

2. **Issuing Office**

   The Guam Police Department (GPD) is issuing this Request for Proposal (RFP). The RFP document details general information about the Land Mobile Radio System (LMRS). Interested offerors may obtain and sign for a copy of the RFP between the hours of 8:00am – 11:45am or 3:00pm – 5:00pm, Monday thru Friday (excluding official Government of Guam holidays and weekends), at the:

   Guam Police Department
   Federal Programs Office
   C/O AnnMarie Q. Cruz
   777 Route 4, Suite 102
   Sinajana, Guam 96910

   Or, may download the RFP at www.gpd.guam.gov

   Notice for firms downloading the RFP online.

   Prospective offerors who download RFPs are required to register their intent to submit proposals via email to Ms. AnnMarie Q. Cruz at icwg@gpd.guam.gov. Notices of intent should include company name, company address, contact name, and contact information which includes an email address. The government will confirm receipt of the intent to submit via email. **Proposals from offerors that have not registered their intent to participate in the RFP will not be considered for award.** It is recommended that offerors register their intent as early as possible.

Offerors are responsible for accessing and viewing the attachments.

Government of Guam procurement rules require that all potential offerors be notified, and acknowledge receipt of any amendments to RFPs. Amendments will be available from the contact persons identified in the RFP and will also be posted on the websites.

3. **Proposal Submission**

Proposals will be submitted to Ms. AnnMarie Q. Cruz, Program Coordinator IV, at the following physical address:

Guam Police Department
C/O AnnMarie Cruz
Federal Programs Office
777 Route 4, Suite 102
Sinajana, Guam 96910

or mailed to:

Guam Police Department
C/O AnnMarie Q. Cruz
Federal Programs Office
P.O. Box 23909
Barrigada, Guam 96921-3909

To be considered, proposals submitted must contain one (1) typewritten and legible original proposal contained within one (1) Portable Document Format (PDF) file. As a courtesy to the ICWG, please keep the PDF file size below eight (8) MBs and six (6) copies each of the proposal, along with any supplementary materials. The proposal shall be signed by an official authorized to obligate the firm. All submissions must be received in a sealed envelope or package with the following clearly indicated on the outside:

GOVGUAM INTEROPERABLE COMMUNICATIONS
CONSULTING SERVICES RFP - OFFEROR PROPOSAL

Proposals must be received no later than 3:00 pm, August 9, 2017 (Wednesday).

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified.

4. **Procurement Schedule**

Event	Date and Time	
RFP Issuance	July 11, 2017 (Tuesday)	8:00am
Deadline to Register Intent to Submit Proposal	July 20, 2017 (Thursday)	3:00pm
Pre-Proposal Conference / Site Visit	July 24, 2017 (Monday)	8:00am
Inquiry Submission Deadline	July 28, 2017 (Friday)	3:00pm
Inquiry Response Deadline	August 2, 2017 (Wednesday)	5:00pm
Proposal Submission Deadline	August 9, 2017 (Wednesday)	3:00pm
Selection of Vendor	August 16, 2017 (Wednesday)	5:00pm

All events, except the Proposal Submission, will be held at the Guam Police Department, Federal Programs Office located at 777 Route 4, Suite 102 Sinajana, Guam 96910 for the purposes of the RFP from 8:00am to 11:45am and 1:00pm to 5:00pm, Monday through Friday, except for weekends and official Government holidays. The Proposal Submission will be at the Guam Police Department Chief of Police Conference Room, Bldg. 13-16 B Mariner Avenue Tiyan, Guam. The Site Visit will be conducted at the four (4) locations where communication facilities are at on the island of Guam.

5. Procurement Guidelines and Conditions

5.1 *Preparation of Proposal*

Proposals must be prepared to conform by means of all instructions, conditions, and requirements included in the RFP. Firms are required to examine all documentation. Failure to observe all terms and conditions will be at the firm's risk. Be advised that multiple or alternative bids will be rejected.

5.2 *Cost of Proposal Preparation*

There is no expressed or implied obligation for the government of Guam to reimburse responding firms for any expenses incurred in preparing any proposal in response to the RFP.

5.3 *Type of Contract*

It is contemplated that a firm fixed price contract will be awarded. In addition to the provisions of the RFP, any additional clauses or provisions required by the laws and regulations of the Government of Guam that are in effect at the time of execution of the agreement will be included.

5.4. *Revisions to the RFP*

The department has the right to amend the RFP at any time. If an amendment is issued, it will be provided to all who have picked up a copy of the RFP as well as to those who have registered as having downloaded the RFP through the websites notes in Section 2 (Chapter 1) of this document. Acknowledgement of receipt of all issued amendments shall be required from all firms.

5.5. *Cancellation of the RFP*

The department may cancel the RFP, in whole or in part when it is in the best interests of the Territory as provided for in the procurement regulations.

5.6. *Pre-Proposal Conference and Site Visit*

A Pre-Proposal conference and site visit for all firms who have registered their intent to submit a proposal. The Pre-Proposal Conference will be held at the Guam Police Department Federal Programs Office located at 777 Route 4, Suite 102 Sinajana, Guam 96910. Immediately, after this Pre-Proposal conference the Site Visit will commence to visit all four (4) communication sites on the island of Guam. After the Pre-Proposal

Conference and Site Visit any inquiries concerning the RFP should be submitted in writing or by fax no later than **3:00pm on July 28, 2017**. Questions formally submitted to the department will be responded to in writing and sent expeditiously to all recipients of the RFP. Any revisions to the RFP as a result of the conference shall be made exclusively through the issuance of an amendment.

All questions and correspondence after the Pre-Proposal Conference/Site Visit should be submitted via FAX at (671) 472-9704, or by email at icwg@gpd.guam.gov, or in writing to the following address:

Guam Police Department
Federal Programs Section
C/O AnnMarie Q. Cruz
P.O. Box 23909
Barrigada, Guam 96921-3909

5.7. ***Duration of Proposal Validity***

Proposals will be valid for one-hundred twenty (120) days following the closing date of the RFP. This period may be extended by written mutual agreement between the firm and the government of Guam.

5.8. ***RFP Legal Requirements***

Each Bidder is required to submit the affidavits and assurances attached as **Appendixes 1 through 7.** Failure to include said affidavits and assurances shall render a bid non-responsive and will be a ground for disqualification.

5.8.1 Affidavit Disclosing Ownership and Commissions per 5 G.C.A. §5233

As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365-day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. **See RFP Legal Form (APPENDIX 1) Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002.**

5.8.2 Affidavit re Non-Collusion per 2 GAR Division 4 § 3126(b)

By submitting an offer, the Offeror certifies that the price submitted was independently arrived at without collision. **See RFP Legal Form (APPENDIX 2): Affidavit re Non-Collusion; AG Procurement Form 003.**

5.8.3 Affidavit Re No Gratuities or Kickbacks per 2 GAR Division 4 § 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 § 11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefore. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. **See RFP Legal Form (APPENDIX 3): Affidavit Re No Gratuities or Kickbacks; AG Procurement for 004.**

5.8.4 Affidavit Re Contingent Fees per 2 GAR § 11108

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. **See RFP Legal Form (APPENDIX 4) Affidavit Re Contingent Fees; AG Procurement Form 007.**

5.8.5 Affidavit Re Ethical Standards per 2 GAR § 11103.

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. **See RFP Legal Form (APPENDIX 5) Re Ethical Standards; AG Procurement Form 005.**

5.8.6 Declaration Re Compliance with U.S. DOL Wage Determination per 5 GCA § 5801 & 5802. (APPENDIX 6);

5.8.6.1 U.S. Department of Labor Employment Standards – Wage and Benefits Determinations – Date of Revision 13/17/2017 (ATTACHMENT 1)

5.8.7 Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues per 5 GCA § 5253.

5.8.8 Local Procurement Preference per 5GCA § 5008. (APPENDIX 7)

Failure to submit the Legal Requirement affidavits and assurances shall be deemed non-responsive and cause for rejection of the bid upon opening

5.9 ***Submission of Proposals***

See Section 3 (Chapter 1) for explanation.

5.10. ***Modification of Proposals***

It is the responsibility of the respondent to deliver the proposal modifications on or before the date and time of the RFP receipt deadline. Proposals will not be accepted after the date and time of closing under any circumstances.

5.11. ***Late Proposals***

Any proposals received after the date and time specified in Section 3 (Chapter 1) will not be considered. The receipt of all proposals will be the date and time stamped.

5.12. ***Withdrawal of Proposals***

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

5.13. ***Oral Discussion/Product Presentations***

Firms may be required to participate in oral discussion(s) and / or demonstration(s) of the services contained in their proposal. Should the department elect to conduct such events for the purpose of proposal clarification, this will be accomplished by a mutually agreeable time. Firms should, however, present proposals which are complete and comprehensive in all ways since the department reserves the right to award a contract without further discussions.

5.14. ***Proposal Acceptance***

The department reserves the right to accept or reject any or all proposals, in whole or in part received as a result of the RFP; to waive minor irregularities, in any manner necessary; which serves in the best interest of the department.

Proposals should be submitted on the most favorable terms available to the department from a price and technical standpoint. It is understood that proposals will become part of the official file, except for those sections of the proposal that are specifically requested to be kept *confidential* to the department.

5.15. ***Unsuccessful Firms***

The department will notify all firms of any award issued as a result of the RFP. Unsuccessful firms will be notified in writing no later than thirty (30) days after the award of a contract to the successful firm.

5.16. ***Department Use of Proposal Ideas***

The department has the right to use any or all ideas and concepts presented in any proposal received in response to the RFP unless the firm presents a statement of objection in their proposal. In no event will be the department be precluded from the use of ideas, which are not proprietary information of the firm, and so designated in the proposal, or which:

A. Were known to the department before submission of such proposal or;
B. Properly became known to the government thereafter, through other sources or through acceptance of the firm's proposal

5.17. ***Disclosure of Data***

Proposals submitted in response to the RFP may contain technical data, which the firm or its subcontractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data may be restricted provided that the data is clearly marked. If a contract is awarded to the firm, the department shall have the right to use or disclose the technical data to the extent otherwise provided in the agreement. The government does not assume liability for the use or disclosure of unmarked technical data.

6. Contractual Conditions

6.1. ***Final Payment and Release of Claims***

Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the agreement. Prior to final payment; and as a condition precedent thereto, the firm shall execute and deliver to the department of claims against the department, a release in a form of approved by the department of claims against the department arising under and by virtue of the agreement.

6.2. ***Written Notice of Claims***

The firm will, within thirty (30) days, after any claim accrues arising out of, or in connection with the employment provided herein; give written notice to the department of such claim, setting forth in detail all the facts relating thereto and the basis for such claim; and that the firm will not institute any suit or action against the

department in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted, proof by the firm of his compliance with the provisions of this paragraph shall be a condition precedent to any recovery; and that this paragraph does not constitute a waiver of any applicable statuses of limitations.

6.3. ***Term and Scope of Agreement***

The agreement and contract resulting from the RFP shall be for a term of one (1) year, with one (1) year option to renew, for a total possible term of two (2) years maximum. All renewals and amendments to the original agreement shall be by mutual agreement and shall be effective only if confirmed in a writing signed by all parties. For the purpose of this paragraph, and the entire resulting agreement (including renewals or amendments), the signature of the Chief of Police of the Guam Police Department is the only signature that will bind the department.

The agreement, and any renewals, or amendment thereto, shall supersede any and all other prior agreements, either oral or in writing. Each party to the agreement acknowledged that no representation, inducements, promises or agreements; orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which, are not embodied herein, and that no other agreement, statement, or promise not contained in the agreement shall be valid or binding.

6.4. ***Responsibility of the Firm***

The firm shall be responsible for the professional and technical accuracy of all work and material furnished under the agreement. The firm shall, without additional cost to the department, correct or revise all errors or deficiencies in his/her work identified during the term of the agreement.

The department's review, approval, acceptance of, and payment of fees for services required under the agreement, shall not be construed to operate as a waiver of any rights under the agreement or of any cause of action arising out of the firm's failure of performance, and the firm shall be and remain liable to the department for all direct costs which may be incurred by the department as a result of the firm's negligent performances of any of the services performed under the agreement.

6.5. ***Assignment of Agreement***

The firm may not assign the agreement, or any sum becoming due to the firm under the provisions of the agreement, without the prior written consent of the department.

6.6. ***General Compliance with Laws***

The firm shall be required to comply with all federal and territorial laws and ordinances applicable to work.

6.7. ***Retention and Access to Records and Other Review***

The firm, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such

materials available at their respective offices at all reasonable times during the agreement period for three (3) years from the date of final payment under the agreement; for inspection by the department. Each subcontract by the firm pursuant to the agreement shall include a provision containing the conditions of the section.

6.8. ***Ownership of Documents***

All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the department without any additional cost to the department. All documents that form part of the RFP are the property of the department and cannot be reproduced without the department's authorization.

6.9. ***Indemnity***

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

6.10. ***Change Order***

The government may at any time, by written order, make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing work under the agreement, or in the time required for the work to be completed, an equitable adjustment shall be negotiated and the agreement shall be modified in writing accordingly.

6.11. ***Servable Provisions***

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

6.12. ***Governing Law***

The validity of the agreement and of any its terms or provisions, as well as the rights and duties of the parties to the agreement, shall be governed by the laws of the Territory of Guam.

6.13. ***Effective Date of Agreement***

The agreement shall take effect upon the date it is signed by the Governor of Guam.

6.14. ***Department not Liable***

The department assumes no liability for any accident or injury that may occur to the firm, his or her agents, dependents, or personal property while en route to or from this department or during any travel mandated by the terms of the agreement. The department shall not be liable to the firm for any work performed by the firm prior to the approval of the agreement by the Chief of Police, and the firm hereby expressly

waives any and all claims for service performed in expectation of the agreement prior to its approval by the Chief of Police.

6.15. ***Nondiscrimination in Employment***

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

6.16. ***Multi-year Contracts Contingent upon Appropriations***

If the legislature fails to appropriate funds or if funds are not otherwise made available for continued performance of the agreement for any fiscal year succeeding the first fiscal year, the agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the department's rights or the firm's rights under any termination clause in the agreement. The effect of termination of the agreement hereunder will be to discharge both the firm and the government from future performance of the agreement, but not from their rights and obligations existing at the time of termination. The firm shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the agreement. The department shall notify the firm as soon as it has knowledge that funds may not be available for the continuation of the agreement for each succeeding fiscal year beyond the first fiscal year.

6.17. ***Termination for Default***

6.17.1. ***Default***

If the firm refuses or fails to perform any of the provisions of any agreement resulting from the RFP with such diligence, as will ensure its completion within the time specified in the agreement, or any extension thereof, or otherwise fails to timely satisfy the agreement provisions or commits any other substantial breach of the agreement, the Chief of Police may notify the firm in writing of the delay or non-performance and such official may immediately terminate the firm's right to proceed with the agreement or such part if the agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Chief of Police may procure similar supplies or services in a manner and upon terms deemed appropriate by the Chief of Police. The firm shall continue performance of the agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

6.17.2. ***Firm's Duties***

Notwithstanding termination of the agreement and subject to any directions from the Chief of Police, the firm shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the firm in which the territory has an interest.

6.17.3. ***Compensation***

Payment for completed supplied delivered and accepted by the department shall be at the agreement price.

6.18. ***Termination for Convenience of the Department***

The performance of work under this agreement may be terminated by the department in accordance with this clause in whole, or from time to time, in part; whenever the department shall determine that such termination is in the best interest of the department. The Chief of Police shall give written notice of the termination to the firm specifying the part of the agreement terminated and the effective date. The department will pay all reasonable costs associated with this agreement that the firm has incurred up to the date of termination and all reasonable costs associated with the termination of the agreement. However, the firm shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

6.19. ***Delays and Extension of Time***

The department unilaterally may order the firm, in writing, to suspend, delay, or interrupt all or any part of the work for such period of time as they may determine to be appropriate for the convenience of the department.

The firm agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, for any cause whatsoever during the progress of any portion of the work specified in the agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of either the firm or the subcontractor or suppliers.

The firm's access to the GovGuam ICWG System or its facilities may be granted as needed. However, the competency/sufficiency of department staff will not be reason for relieving the firm of any responsibility for failing to meet required deadlines or producing non-acceptable deliverables.

6.20. ***Suspension of Work***

If at any time during the term or the agreement, the department determines that the best interests of the government would be served by temporarily suspending the development of the system, the department shall provide the firm with a written notice to that effect. The firm shall, immediately upon receipt of the notice, cease all affected operations for the period specified in such notice, said notice not to be unreasonably invoked.

The intent of this clause is to provide the government with a right to suspend development of the system in the event that a significant deficiency is discovered and to hold the progress of systems development in suspense pending a cure satisfactory to the department of any such deficiency. All payments shall also be suspended pending the cure of such deficiency satisfactory to the department.

6.21. ***Disclaimer***

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

6.22. ***Status of the Firm***

The firm and its agents and employees are independent contractors performing professional services for the department and are not employees of the department. The firm and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the department as a result of the agreement.

6.23. ***Payment of Taxes***

The firm shall agree that the responsibility for payment of taxes from the funds received by him under the agreement shall be the firm's obligation and shall be identified under the firm's actual Federal Government Tax Identification Number(s).

6.24. ***Compliance with Immigration Reform and Control Clause***

The firm will verify identity and work authorization of employees assigned to the project who are hired after *November 6, 1986* and of any persons newly hired and assigned to the project within three (3) days of hire.

6.25. ***Omissions***

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

6.26. ***Approvals Required***

The department has the right to review any response that is selected as the successful proposal prior to execution of the agreement. Contract awards, if any, resulting from the RFP are subject to appropriate Government of Guam departmental and agency approvals.

6.27. ***Prime Firm Responsibility***

The agreement that results from the RFP will specify that the prime firm is solely responsible for fulfillment of the agreement with the department.

6.28. ***Subcontractors***

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

6.29. ***Products and Services: Copyright***

The firm must warrant that all products and services delivered under the agreement will not infringe upon or violate at any time any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the department, the department shall promptly notify the firm and the firm shall defend claim in the department's name, but at the firm's expense, and shall indemnify and hold harmless the department against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

6.30. ***Warranty of Removal of Conflict of Interest***

The firm must warrant that it has no interest, and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of the agreement.

6.31. ***Order of Precedence***

The RFP and the successful firm's proposal will be made part of any resultant contract and will be incorporated in the agreement as if set forth verbatim. In the event of a contradiction between the provisions of the documents comprising the agreement, the contradiction shall be resolved by giving precedence in the following order:

A. Provisions of the Agreement (as it may be amended);
B. Provisions of the RFP (as it may be amended);
C. Provisions of the Proposal (as it may be clarified or amended);

6.32. ***Liability***

The firm assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes and for contributions to employment compensation funds and shall maintain at the firm's expense all necessary insurance for its employees including but not limited to worker's compensation and liability insurance for each employee.

6.33. *System Code and Documentation Ownership*

All rights, title, and ownership in and to the system code and documentation required or produced, and created or customized by the firm, their employees, or subcontractors as a result of the services rendered under the agreement arising from the RFP, including but not limited to, all registrable and patent rights, shall become the property of the department. Ownership rights will recognize and provide that all agencies of the government reserve a royalty-free, and irrevocable license to provide, publish or otherwise use and to authorize others to use all system code and documentation which is required or produced as a result of the agreement.

6.34. *Right to Publish*

Throughout the term of the agreement, the firm shall secure the department's written approval prior to the release of any information, whatsoever which pertains to work activities covered by the agreement.

6.35. *Confidentiality*

All material and information provided to the firm by the department or acquired by the firm in performance of the agreement, whether verbal, written, recorded magnetic media, or otherwise shall be regarded as confidential information, and all necessary steps shall be taken by the firm to safeguard the confidentiality of such material or information in conformance with federal and government statutes and regulations. The firm agrees not to release any information provided without the express written consent of the department. Such consent will be given only for purposed that will enable the firm to discharge its responsibilities hereunder. All access to tax data will be subject to disclosure authorization. For security purposes, the successful vendor may be required to sign a confidentiality agreement.

6.36. *Savings*

The department and the firm will acknowledge the possibility that substantial changes in federal regulations applicable to the agreement could occur and will expressly agree to re-negotiate the agreement as necessary to comply with such changes.

6.37. *Licensure*

The firm shall be fully licensed to do business in the Territory of Guam prior to the execution of the agreement resulting from the RFP.

6.38. *Approval of Firm Personnel*

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

6.39. *Deduction of Damages from Payments*

Amounts due to the department as liquidated damages may be deducted by the department from any money payable to the firm pursuant to the agreement. The department shall notify the firm in writing of any claim for liquidated damages pursuant to this provision at least thirty (30) days prior to the date the department deducts such sums from money payable to ***the firm.***

6.40. *Review and Approval of Deliverables*

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

A. Completed deliverables and all supporting documentation shall be submitted for review and approval.
B. The department staff shall determine whether or not the deliverables meet the agreed specifications of the agreement; and whether or not all time and date requirements have been met.
C. If the deliverables are accepted by the department, the firm will be so notified in writing through a "Notice of Acceptance" letter.
D. If any deliverable or any portion of a deliverable is not acceptable, the department shall notify the firm in writing of their deficiency(ies).
E. If any deliverable is determined to be unacceptable, the department may exercise its rights under the Termination for Default Provision of the agreement. If the firm is permitted to alleviate the deficiency(ies), it will have ten (10) working days from the date of receipt of written notification from the department to bring the deliverable into compliance with the requirements of the agreement.

6.41. *Terms of Payment*

Firms must propose a deliverable-based payment schedule for each fiscal year of the agreement. All work proposed for that fiscal year shall be completed by September 30 of the said fiscal year. Five percent (5%) of all payments due under the negotiated payment terms will be withheld until such time as the systems have been accepted by department for that fiscal year.

6.42. *Invoices*

Invoices shall be submitted to:

Guam Police Department
C/O AnnMarie Q. Cruz
Federal Programs Office
P.O. Box 23909
Barrigada, Guam 96921-3909

Physical Address:

Guam Police Department
C/O AnnMarie Cruz
Federal Programs Office
777 Route 4, Suite 102
Sinajana, Guam 96910

Telephone: (671) 475-8567/8461
Fax no: (671) 472-9704

Invoices shall contain the following information:

A. Firm's name and date of invoice
B. Contract no. or other authorization, for the delivery of products or services.
C. A detailed description and price of products and services actually delivered.
D. The name, title, phone number, and complete mailing address of the official and office where payment is to be sent.
E. Firm's Federal Tax Identification Number.

Failure to provide the above information may result in the department withholding payment.

7. Liquidated Damages/ Performances Bond

The following provisions regarding Liquidated Damages must be included in any agreement resulting from the RFP.

7.1. *Contract Performance Requirements*

The firm will be required to incorporate all applicable project mandatory requirements of the RFP into the agreement.

7.2. Liquidated Damages - Failure to Meet Performance Requirements

When the firm is given notice of delay or nonperformance as specified in Chapter 1, Section 6.17 (Termination for Default) of the agreement and fails to cure in the time specified, the firm shall be liable for damages of delay in the amount of one fourth (1/4) of one percent (1%) of the outstanding order per calendar day from the date set for cure until either the government reasonably obtains similar supplies or services if the firm is terminated for default, or until the firm provides the supplies or services if the firm is not terminated for default. To the extent that the firm's delay or nonperformance is excused under Chapter 1, Section 6.19 (Delays and Extension of Time) of the agreement, liquidated damages shall not be due to the department. The firm remains liable for damages caused other than by delay.

7.3 No Performance Bond shall be Required for the Procurement

Firms should note that a substantial payment hold back and strict liquidated damages will be utilized to hold the selected firm accountable and liable for completion of all proposed work.

CHAPTER

2

Evaluation and Selection Procedures

1. **Selection Panel**

A selection panel consisting of the members from the Interoperable Communications Working Group (ICWG) will evaluate proposals submitted.

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 requirements. The ICWG Steering Committee may make changes to the selection panel.

2. **Qualifying Proposals**

The selection panel will first review each proposal for compliance with required proposal mandatory features. Each mandatory feature must be addressed in the proposal and agreed to by the firm. The mandatory features are:

- Delivery of one (1) original and six (6) copies each of the proposal and a PDF file;
- Proposal is signed by an authorized individual to bind firm;
- Proposal is valid for one-hundred twenty (120) days;
- The proposal is presented in the required format;
- Contract Conditions have been agreed to;
- Compliance with Disclosure of Major Shareholders provision {5 G.C.A. §5233};
- Compliance with Non-Collusion Affidavit {2 GAR Division 4 §3126(b)};
- Compliance with No Gratuities or Kickbacks Affidavit {GAR Division 4 §11107(e)};
- Compliance with Contingent Fees Affidavit {GAR §11108};
- Compliance with Ethical Standards Affidavit {GAR §11103};
- Compliance with US DOL wage determination Affidavit {5GCA §5801 & 5802};
- Special Provisions Sex Offenders {5GCA §5253}.

Failure to comply with these mandatory requirements will disqualify a firm's proposal. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived by the selection panel whenever it is determined to be in the department's best interest.

3. Evaluation

All proposals found to be in compliance with the mandatory requirements of the RFP will be subject to an evaluation based primarily on technical merits. Evaluations will be conducted by a Proposal Review Committee. The following criteria will be used to evaluate each proposal, relative to a Land Mobile Radio System:

	Evaluation Criteria	Points
I.	**Mandatory Requirements / Corporate Experience [50 total]** The vendor must submit documentation that evidences the vendor's ability and four (4) years experience in having developed:	
	a. A multi-phased design and implementation plan for an LMR System of similar or larger size;	20
	b. An implementation and migration plan to deploy an LMR System of similar size and scope;	10
	c. A plan that successfully involved and incorporated the input of LMR System stakeholders; and	5
	d. A plan to ensure programmatic and fiscal compliance for federally funded projects.	5
	e. The vendor must submit documentation that evidences that the vendor, through its employees or partners, has work and/or project history up to four (4) projects of similar size and scope.	10
II.	**Mandatory Requirements/ Qualification of Firm or Personnel [40 total]** The vendor must submit documentation that evidences that the vendor, through its employees or partners, has the education and experience required to perform the work of the project include:	
	a. Project Management	5
	b. Technical Management	5
	c. Public Relations	2
	d. Demonstrated education and experience in the evaluation, analysis, planning and implementation of an LMR system that meets or exceeds P25 standards.	20
	e. Integration and transitional processes for an interoperable communications system;	2
	f. Knowledge and compliance with applicable federal and Guam laws and regulations;	2
	g. Grantsmanship (programmatic and financial compliance reporting);	2
	h. Formative and Summative Evaluation	2

III.	**Mandatory Requirements/ References [10 total]** The firm(s) must submit, in writing, at least three (3) references. In order for references to be considered, the reference must be legally registered (or if an individual, must be a U.S. citizen), have updated contact information, and be able to verbally answer questions and, if required, to also submit written responses to the same that validates the firm (or individual's) work and/or project history projects of similar size and scope.	5
IV.	**Local / Guam Support** TBA	5
	TOTAL POINTS:	**100**

During the evaluation process, the selection panel and the Department reserve the right, where it may serve the department's best interest, to hold discussions with firm, to request additional information, to clarify pertinent items, or to allow corrections of errors or omissions.

4. **Final Award**

It is anticipated that the selection of a firm will be completed no later than **5:00pm, August 16, 2017**. Following the notification of the selected firm, it is expected a contract will be executed by the Guam Police Department upon the successful negotiation of the terms of the proposal between the Guam Police Department and the successful offeror.

CHAPTER

3

Information Required in Proposals

1. Qualifications Requirements

This RFP is seeking an experienced and qualified vendor to assist the ICWG on behalf of GovGuam in the replacement of its current land mobile radio (LMR) system and with establishing a written Interoperable Communications Master Plan that takes into consideration the Land Mobile Radio System; Guam Fire Department Enhanced 911 System; and Public Safety Broadband Network.

Radio equipment manufacturers or manufacturer representatives are not being sought for this phase of the project, in part because their participation in this phase may preclude them from participation in future phases due to potential conflict of interest.

The vendor must submit documentation that evidences the vendor's ability and experience in having developed:

A. A multiphase design and implementation plan for an LMR System of similar or larger size;
B. An implementation and migration plan to deploy an LMR System;
C. A plan that successfully involved and incorporated the input of LMR System stakeholders; and
D. A plan to ensure programmatic and fiscal compliance for federally funded projects.

The vendor must submit documentation that evidences that the vendor through its employees or partners, has the education and experience required to perform the work of the project to include:

A. Project management
B. Technical management
C. Public relations
D. Demonstrated education and experience in the evaluation, analysis, planning and implementation of an LMR System that meets or exceeds P25 standards.
E. Integration and transitional processes for an interoperable communications system.
F. Knowledge and compliance with applicable federal and Guam laws and regulations.
G. Grantsmanship (programmatic and financial compliance reporting)
H. Formative and Summative Evaluation

The vendor must submit documentation that evidences that the vendor, through its employees or partners, has work and/or project history for at least four (4) projects of similar size and scope.

The firm(s) must submit, in writing, at least three (3) references. In order for references to be considered, the reference must be legally registered (or if an individual, must be a U.S. citizen), have updated contact information, and be able to verbally answer questions and, if required, to also submit written responses to the same that validates the firm (or individual's) work and/or project history projects of similar size and scope.

2. Specific Areas of Concern

The specific areas of concerns to the department, which must be addressed in the proposal, are:

A. A detailed summary of <u>all</u> costs for the submitted proposal.
B. A Statement of work detailing all tasks necessary for the completion of the project. Each task shall have vendor responsibilities, client responsibilities, and suggested completion criteria for the individual tasks. The Statement of Work should also contain an Acceptance Test Plan.
C. A Project Schedule with all tasks listed. Tasks should have an estimated duration (based on a five-day work week, Monday thru Friday) and predecessors listed. GPD should be identified as a resource in the Project Schedule. All tasks assigned to GPD should be clearly identified in the Project Schedule.
D. Contracting document.

2.1 Minimum Information Required

A. Information should include as a minimum; the name of the firm, the location of the firm's principal place of business, and, if different, the place of the performance of the services;
B. The firm's business age and average number of employees over a previous period of time, as deemed relevant by the Procurement Officer;
C. The abilities, qualifications, and capabilities of the firm to provide the services should be presented;
D. A listing of other services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, must indicate if service(s) was customization or package;

E. A list of current employees, their educational background, and list of their experiences directly related to an interoperable communication consultation services, who will be assigned to the project;

F. Provide a list of offerors, contact person names, and phone numbers of the firms that have been provided consultation services. This information is needed for the department to do background review.

3. Format of Proposals

The proposal should be presented in a clear and precise manner. The proposal should primarily address the technical aspects of the RFP. The format below will be followed:

Section 1: Executive Summary of the Proposal
Section 2: Company Profile and Qualifications
Section 3: Project Plan
Section 4: Cost Schedule- *should be submitted in a separate envelope as part of the submitted proposal.*

CHAPTER

4

Specification Requirements

1. **Overview and Purpose**

   This request for proposal (RFP) is seeking an experienced and qualified vendor for consulting services to assist the Interoperable Communications Working Group (ICWG) on behalf of the Government of Guam (GovGuam) with the following:

2. **Land Mobile Radio System**

   The vendor will assist the ICWG in the replacement of its current land mobile radio (LMR) system by providing the following services:

   I. Planning

   A) Provide a written assessment to the ICWG about the current operating condition of the island wide analog 800MHz wireless communications system to include buildings, grounds, facilities, equipment, devices, and its users.

   B) Provide written recommendations to the ICWG about replacement options and system enhancements as well as cost estimates for the design, construction, implementation, administration, testing and maintenance of a Project 25 (P25) compliant LMR System.

   C) Provide written recommendations to the ICWG relative to the identification of funds and other funding strategies for the enhancement, replacement, operations, and maintenance of the LMR System.

   D) Provide, in writing, all applicable federal and local regulations governing the LMR System.

   II. Acquisition

   A) Assist the ICWG by providing a functional design plan and user requirements document for the proposed replacement LMR System.

   B) Assist the ICWG and/or procurement authority of the government of Guam in developing a request for proposal for the replacement LMR System.

C) Assist the ICWG with any technical review of any proposals from qualified suppliers.

D) Assist the ICWG with any technical review of any contract documents between GovGuam and any LMR System suppliers.

III. Project Management

A) Optionally and at the sole discretion of the ICWG, the selected qualified vendor may be called upon to assist GovGuam by providing project management and technical support services support to the project through to its successful completion.

3. Guam Interoperable Communications Master Plan

The vendor will assist the ICWG in establishing a written Guam Interoperable Communications Master Plan that takes into consideration the Land Mobile Radio System; Guam Fire Department Enhanced 911 System; and Public Safety Broadband Network.

CHAPTER

5

Scope of Project

1. Land Mobile Radio System

The vendor will assist the ICWG in the replacement of its current land mobile radio (LMR) system by providing the following services:

1.1 Planning

The successful vendor will research and produce a written report that will include an assessment of the operation, coverage and functionality of the current LMR System, including input from the system's heavy users within the respective GovGuam agencies. This research and written report must include, but may not necessarily be limited to, the following:

- An assessment of the condition of the current LMR System including coverage, signal propagation, age of equipment, communications links and infrastructure, buildings and grounds and its potential reuse with the replacement LMR System.
- An assessment of the amount, type and application of mobile and portable radios by agency and/or private entity and recommendations for right sizing the use of mobile and portable field equipment and battery management of Guam utilizing demonstrated best practices.
- A summary description of radio system user input from meetings and interviews relative to the current LMR System functionality and operation.
- Analysis of the capability of the current LMR System to effectively communicate with other entities and island wide public safety and emergency service providers in accordance with local, regional, and national interoperability plans.
- Identification and analysis of potential additional or alternate infrastructure site locations that would significantly improve coverage.
- Development of a proposed schedule for procurement and implementation for a new LMR System to include, but not be limited to, a timeline for procurement procedures, system design, testing and construction, subscriber replacement and projects related to the LMR System and any affected communications network.

- Identification and analysis of communications services now provided by the current LMR System which could be more economically and effectively provided by other wired or wireless technologies without diminishing functionality or reliability.
- Establish proposed timelines for the delivery of an RFP or more appropriate procurement mechanism for the replacement LMR System and application for site acquisition/lease for location of an alternate or additional site if necessary.
- Provide a written assessment to the ICWG about the current operating condition of the island wide analog 800MHz wireless communications system to include buildings, grounds, facilities, equipment, devices, and its users.

1.2. Acquisition

The successful vendor shall meet, as needed, with the project team to develop a Functional Design Plan for the replacement LMR System based on the successful vendor's recommendations and findings outlined in the assessment and planning report.

The functional design plan shall include, but not be limited to:

- Functional requirements for the replacement LMR System;
- Technical requirements for the replacement LMR System;
- Equipment requirements for the replacement LMR System;
- End user requirements for the replacement LMR System;
- The most cost-effective process for acquiring a LMR System either through via a single RFQ or multiple RFQ's or some combination of RFQ(s) and competitive bids;
- Identification of a timeline for acquisition, implementation, cutover, testing and acceptance of a complete replacement LMR System.

After preparation of the Functional Design Plan, the successful vendor shall meet with the ICWG and the appropriate GovGuam officials to prepare the replacement LMR System RFQ document(s). The successful vendor will be responsible for producing the Technical Specifications, Scope of Work and other technical information as may be required to develop the necessary Replacement RFQ or RFQ's required to implement the Functional Design Plan.

The successful vendor will be responsible for working with the ICWG and the appropriate GovGuam officials to develop evaluation criteria for reviewing all replacement LMR System RFQ responses.

Questions from potential respondents frequently arise during the RFQ process. The successful vendor shall be expected to provide the ICWG and/or the appropriate GovGuam officials with detailed written answers to any technical questions that arise of this process.

The successful vendor agrees that they will not contact, respond to, or otherwise disclose any information about the details of the replacement LMR System RFQ developed for GovGuam to any person or entity. For security purposes, the successful vendor may be required to sign a confidentiality agreement.

The successful vendor may be called upon to assist the ICWG and the appropriate GovGuam officials in evaluating all RFQ's that are cleared by the Purchasing Agent as being appropriately responsive. The successful Proposer shall be responsible for providing a detailed, a single written comparative evaluation for all qualified RFQ responses to the ICWG and the appropriate GovGuam officials. The written analysis should be prepared as a single document. However, if the final contract is split, with multiple contract awards for different aspects of the project (e.g. radio system and broadband communication links) then multiple comparative analysis documents would be required.

After a LMR System supplier or suppliers have been identified though the RFQ process, the successful vendor may be called upon to assist the ICWG and the appropriate GovGuam official in negotiating and technical review of the final contract document with the LMR System supplier(s).

1.3 Implementation

The ICWG recognizes that the installation of a replacement LMR System is a highly technical and important endeavor and a critical part of the island's public safety communications network. The ICWG may consider it necessary or desirable to retain the services of the successful vendor during this period to insure the successful completion of the project and that the LMR System suppliers meet their contractual obligations.

The following generally describes the services to be provided by the successful vendor that may be required by the ICWG during the replacement and implementation of the GovGuam LMR System:

a. Create an island-wide deployment plan based upon economic and user impact considerations;
b. Assist the ICWG in establishing a Project Management process to include development of a schedule for regular Project Management meetings and conference calls as may be necessary;
c. Attend at Project Management meetings and conference calls as may be necessary;
d. Maintain regular contact with the replacement LMR System suppliers;
e. Facilitate communication regarding the LMR System implementation between the necessary parties, both internal and external;
f. Provide technical advice and assistance to the ICWG;
g. Track project action items and expediting their completion;

h. Assist in the review of any documents submitted by an LMR System supplier for approval, including, but not limited to any preliminary and final system designs or change orders;
i. Assist the ICWG in overseeing the proper installation of any LMR System component subsystem or equipment;
j. Assist the ICWG in creating and maintaining a Master Punch List of items relating to deficiencies in operation, installation or function and making recommendations for resolving the deficiency as appropriate;
k. Assist the ICWG in the review of documents submitted by any LMR System Supplier for approval related to acceptance or rejection of any Supplier field test(s), or acceptance or rejection of any installed components, subsystems or equipment;
l. Assist the ICWG in overseeing the performance and coverage testing, to include ensuring that the coverage testing methodology used is robust and accurate;
m. Assist the ICWG with the review of any performance coverage testing acceptance documents.

In addition, the successful vendor may be requested to assist in the preparation of materials and the formal presentations relative to the replacement LMR System to the Guam Legislature or other stakeholders when appropriate.

2. Guam Interoperable Communications Master Plan

The vendor will assist the ICWG in establishing a written Guam Interoperable Communications Master Plan that takes into consideration the Land Mobile Radio (LMR) System; Guam Fire Department Enhanced 911 System; and Public Safety Broadband Network.

The vendor shall also include in the plan, an analysis and written set of recommendations on the opportunities to improve inter-operability radio communications between GovGuam and its community partners, including Joint Region Marianas and private companies.

In addition, the successful vendor may be requested to assist in the preparation of materials and the formal presentations relative to the Guam Interoperable Communications Master Plan to the Guam Legislature or other stakeholders when appropriate.

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*]:

Name	Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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*]:

Name	Address	Compensation
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

_____
Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnershhip;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 20___.

_____
NOTARY PUBLIC
My commission expires: _____

AG Procurement **Form 002** (Rev. Nov. 17, 2005)

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

2. The 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 _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 003 (Jul. 12, 2010)

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

2. To the best of affiant's knowledge, neither affiant, nor any of the 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 _____, 200__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 004 (Jul. 12, 2010)

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me
this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 005 (Jul. 12, 2010)

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury:**

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

_____
Signature

AG Procurement **Form 006** (Feb. 16, 2010)

AFFIDAVIT re CONTINGENT FEES

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

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(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 _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement Form 007 (Jul. 15, 2010)

LOCAL PROCUREMENT PREFERENCE

Please place a "x" on the block indicating the item that applies to your business:

Five G.C.A. § 5008, Policy in Favor of Local Procurement, states:

All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be contractor is:

[ ] (a) a licensed bona fide manufacturing business that adds at least twenty-five percent of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory for the Pacific Islands, or

[ ] (b) a business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured, or

[ ] (c) a business that has a bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars (US $150,000) whichever is less, of the supplies and items of a similar nature to those being sought, or

[ ] (d) a service business actually in business, doing a substantial portion of its business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the United States, or persons who are lawfully admitted to the United States to work, based on their citizenship in any of the nation previously comprising the Trust Territory of the Pacific Islands.

*Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference <u>only if</u> the Government's requirement is for service. "Service" is defined in 5 G.C.A. § 5030.

I, _____, representative for _____, ("offeror"), have read the requirements of the law cited above and do hereby qualify and elect to be given the Local Procurement Preference for Project No. **RFP-GPD-001-2017**. I understand that GPD will review this application and provide me with the determination whether or not the 15% preference will be applied to this bid. I agree to provide such information or evidence as may be requested by GPD to substantiate the offeror's qualification for the local procurement preference.

I, _____, representative for _____, have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for RFP-Project No. **RPF-GPD-001-2017**.

_____
Date

DOL WAGE DETERMINATION UPDATE 6-19-17
WD 15-5693 (Rev.-2) was first posted on www.wdol.gov on 03/28/2017
****

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.: 2 Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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		12.52
01012 - Accounting Clerk II		14.05
01013 - Accounting Clerk III		15.73
01020 - Administrative Assistant		17.67
01035 - Court Reporter		15.46
01041 - Customer Service Representative I		10.13
01042 - Customer Service Representative II		11.39
01043 - Customer Service Representative III		12.43
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		12.30
01090 - Duplicating Machine Operator		12.30
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28

01113 - General Clerk III	12.32
01120 - Housing Referral Assistant	17.22
01141 - Messenger Courier	10.18
01191 - Order Clerk I	11.28
01192 - Order Clerk II	12.25
01261 - Personnel Assistant (Employment) I	14.33
01262 - Personnel Assistant (Employment) II	15.68
01263 - Personnel Assistant (Employment) III	17.47
01270 - Production Control Clerk	20.05
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	13.81
01311 - Secretary I	13.81
01312 - Secretary II	15.46
01313 - Secretary III	17.22
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	9.45
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	8.59
05400 - Transmission Repair Specialist	13.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.49
07042 - Cook II	12.33
07070 - Dishwasher	7.98
07130 - Food Service Worker	8.56
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	8.35

09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.82
09040 - Furniture Handler	9.74
09080 - Furniture Refinisher	15.82
09090 - Furniture Refinisher Helper	11.73
09110 - Furniture Repairer, Minor	13.76
09130 - Upholsterer	15.82
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.00
11060 - Elevator Operator	8.96
11090 - Gardener	11.93
11122 - Housekeeping Aide	8.96
11150 - Janitor	8.96
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.98
11260 - Pruner	8.23
11270 - Tractor Operator	10.96
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	10.01
12000 - Health Occupations	
12010 - Ambulance Driver	17.39
12011 - Breath Alcohol Technician	17.39
12012 - Certified Occupational Therapist Assistant	23.61
12015 - Certified Physical Therapist Assistant	23.87
12020 - Dental Assistant	13.38
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.39
12071 - Licensed Practical Nurse I	15.39
12072 - Licensed Practical Nurse II	17.22
12073 - Licensed Practical Nurse III	19.19
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	15.39
12210 - Nuclear Medicine Technologist	37.83
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.22
12236 - Optical Technician	15.39
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70

12312 - Registered Nurse II		25.32
12313 - Registered Nurse II, Specialist		25.32
12314 - Registered Nurse III		30.64
12315 - Registered Nurse III, Anesthetist		30.64
12316 - Registered Nurse IV		36.72
12317 - Scheduler (Drug and Alcohol Testing)		21.32
12320 - Substance Abuse Treatment Counselor		21.32
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		16.47
13012 - Exhibits Specialist II		20.39
13013 - Exhibits Specialist III		24.94
13041 - Illustrator I		16.47
13042 - Illustrator II		20.39
13043 - Illustrator III		24.94
13047 - Librarian		22.58
13050 - Library Aide/Clerk		13.11
13054 - Library Information Technology Systems Administrator		20.39
13058 - Library Technician		15.06
13061 - Media Specialist I		14.71
13062 - Media Specialist II		16.47
13063 - Media Specialist III		18.35
13071 - Photographer I		14.10
13072 - Photographer II		15.75
13073 - Photographer III		19.53
13074 - Photographer IV		23.90
13075 - Photographer V		28.93
13090 - Technical Order Library Clerk		15.49
13110 - Video Teleconference Technician		14.20
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.02
14042 - Computer Operator II		15.76
14043 - Computer Operator III		17.56
14044 - Computer Operator IV		19.50
14045 - Computer Operator V		21.81
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.02
14160 - Personal Computer Support Technician		19.50
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32

15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	32.62
15086 - Maintenance Test Pilot, Rotary Wing	32.62
15088 - Non-Maintenance Test/Co-Pilot	32.62
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.89
16030 - Counter Attendant	8.89
16040 - Dry Cleaner	10.27
16070 - Finisher, Flatwork, Machine	8.89
16090 - Presser, Hand	8.89
16110 - Presser, Machine, Drycleaning	8.89
16130 - Presser, Machine, Shirts	8.89
16160 - Presser, Machine, Wearing Apparel, Laundry	8.89
16190 - Sewing Machine Operator	10.85
16220 - Tailor	11.31
16250 - Washer, Machine	9.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.94
19040 - Tool And Die Maker	20.02
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.74
21030 - Material Coordinator	20.05
21040 - Material Expediter	20.05
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.74
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.93
21150 - Stock Clerk	19.55
21210 - Tools And Parts Attendant	13.74
21410 - Warehouse Specialist	13.74
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50

23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	15.94
23120 - Bicycle Repairer	10.71
23125 - Cable Splicer	16.97
23130 - Carpenter, Maintenance	13.86
23140 - Carpet Layer	14.91
23160 - Electrician, Maintenance	16.49
23181 - Electronics Technician Maintenance I	15.01
23182 - Electronics Technician Maintenance II	16.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	13.86
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	12.84
23311 - Fuel Distribution System Mechanic	16.97
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	12.84
23392 - Gunsmith II	14.91
23393 - Gunsmith III	16.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.88
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.89
23430 - Heavy Equipment Mechanic	16.67
23440 - Heavy Equipment Operator	15.10
23460 - Instrument Mechanic	16.97
23465 - Laboratory/Shelter Mechanic	15.94
23470 - Laborer	11.37
23510 - Locksmith	15.94
23530 - Machinery Maintenance Mechanic	19.12
23550 - Machinist, Maintenance	16.97
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	16.97
23592 - Metrology Technician II	18.05
23593 - Metrology Technician III	19.11
23640 - Millwright	16.97
23710 - Office Appliance Repairer	15.82
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	16.85

23810 - Plumber, Maintenance	15.82
23820 - Pneudraulic Systems Mechanic	16.97
23850 - Rigger	16.97
23870 - Scale Mechanic	14.91
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	14.91
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	16.13
23965 - Well Driller	16.97
23970 - Woodcraft Worker	16.97
23980 - Woodworker	12.84
24000 - Personal Needs Occupations	
24550 - Case Manager	13.68
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	13.67
24620 - Family Readiness And Support Services Coordinator	13.68
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	16.97
25040 - Sewage Plant Operator	15.94
25070 - Stationary Engineer	16.97
25190 - Ventilation Equipment Tender	11.80
25210 - Water Treatment Plant Operator	15.94
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	8.09
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	8.11
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.48
28042 - Carnival Equipment Repairer	11.09
28043 - Carnival Worker	8.56
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26

28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.72
29020 - Hatch Tender	16.72
29030 - Line Handler	16.72
29041 - Stevedore I	15.64
29042 - Stevedore II	17.88
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	23.08
30052 - Cryogenic Technician II	25.49
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30095 - Evidence Control Specialist	20.84
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	23.08
30222 - Latent Fingerprint Technician II	25.49
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30375 - Petroleum Supply Specialist	25.49
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	25.49
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03

30494 - Unexploded (UXO) Safety Escort		23.46
30495 - Unexploded (UXO) Sweep Personnel		23.46
30501 - Weather Forecaster I		23.08
30502 - Weather Forecaster II		28.08
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.74
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		28.39
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		7.98
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		9.00
31361 - Truckdriver, Light		9.15
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		13.73
31364 - Truckdriver, Tractor-Trailer		13.73
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		13.84
99030 - Cashier		8.21
99050 - Desk Clerk		9.70
99095 - Embalmer		23.46
99130 - Flight Follower		23.46
99251 - Laboratory Animal Caretaker I		17.86
99252 - Laboratory Animal Caretaker II		18.74
99260 - Marketing Analyst		17.36
99310 - Mortician		23.46
99410 - Pest Controller		14.61
99510 - Photofinishing Worker		12.33
99710 - Recycling Laborer		11.84
99711 - Recycling Specialist		17.90
99730 - Refuse Collector		11.26
99810 - Sales Clerk		9.32
99820 - School Crossing Guard		15.82
99830 - Survey Party Chief		20.96
99831 - Surveying Aide		11.92
99832 - Surveying Technician		15.49
99840 - Vending Machine Attendant		21.42
99841 - Vending Machine Repairer		25.93
99842 - Vending Machine Repairer Helper		21.42

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the

conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).