



## REQUEST FOR PROPOSAL (RFP)

### PROCUREMENT OF PROFESSIONAL SERVICES FOR THE GUAM DEPARTMENT OF CORRECTIONS (DOC) NETWORK ASSESSMENT, DESIGN, AND IMPLEMENTATION SUPPORT SERVICES

**ISSUED BY:** Department of Corrections  
#1 Mashburn Lane, Mangilao, Guam 96913

**PROPOSAL NO:** RFP-DOC-2026-001

**ISSUE DATE:** June 29, 2026

**SUBMISSION DEADLINE:** July 24, 2026

**SINGLE POINT OF CONTACT:**  
Major Antone Aguon  
(671) 735-5173  
antone.aguon@doc.guam.gov  
Department of Corrections  
#1 Mashburn Lane, Mangilao, Guam 96913

#### **NAME AND LOCATION OF PROJECT:**

Network Assessment, Design, and Implementation Support Services for the Guam Department of Corrections

1. Guam Department of Corrections – Mangilao Facility  
#1 Mashburn Lane, Mangilao, Guam 96913

2. Guam Department of Corrections – Hagåtña Detention Facility  
131 West O'Brien Drive, Hagåtña, Guam 96910

**TABLE OF CONTENTS OF RFP**

This Request for Proposal consist of the following:

RFP Cover Sheet/Letter

Table of Contents of RFP

RFP Sections I - XII

- Section I.** Instructions to Offerors
- Section II.** General Terms and Conditions
- Section III.** Scope of Services
- Section IV.** Affidavit Disclosing Ownership and Commissions (AG Form 002)
- Section V.** Affidavit re: Non-Collusion (AG Form 003)
- Section VI.** Affidavit re: No Gratuities or Kickbacks (AG Form 004)
- Section VII.** Affidavit re: Ethical Standards (AG Form 005)
- Section VIII.** Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006)
- Section IX.** Affidavit re: Contingent Fees (AG Form 007)
- Section X.** U.S. Department of Labor Wage and Benefit Determination (SCA)
- Section XI.** Subcontractor Utilization Form
- Section XII.** Conflict of Interest Disclosure Form / Conflict of Interest Guidelines

**Section I.**

**INSTRUCTIONS TO OFFERORS**

**A. TABLE OF CONTENTS OF INSTRUCTIONS TO OFFERORS**

These Instructions to Offerors contain the following lettered paragraphs:

- A.** Table of Contents of Instructions to Offerors
- B.** Purpose
- C.** Type of Contract to be Offered and Term
- D.** Installment Payments
- E.** Request for Proposals Package and Forms
- F.** Submission of Proposals and Due Date
- G.** Pre-Proposal Conference/Site Visit
- H.** No Pre-Proposal Discussions with Offerors
- I.** Questions/Communications of Offerors Prior to Proposal Submission and Single Point of Contact
- J.** Other Communications
- K.** Proposal Format and Content
- L.** Plan for Performing the Required Services
- M.** Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities
- N.** Availability and Capacity of Offeror to Perform
- O.** Offeror's Record of Performance on Similar Projects
- P.** Offeror's General Experience and General Past Performance
- Q.** Age and Size of Offeror's Business
- R.** Evaluation Factors for Proposals
- S.** Request for Non-Disclosure of Confidential Data
- T.** Multiple, Alternate, or Late Proposals
- U.** All or None Proposals
- V.** Amendments to Request for Proposals
- W.** Price Proposals
- X.** Cost or Pricing Data and Certification of Cost or Pricing Data
- Y.** Status of Funding and Compliance with Funding Terms and Conditions
- Z.** Wage and Benefit Requirements
- AA.** Subcontractors
- BB.** Conflicts of Interest
- CC.** Disclosure of Major Shareholders

**B. PURPOSE**

The Guam Department of Corrections (DOC) is seeking proposals from qualified consultants to conduct a comprehensive network assessment and design a secure communication and data exchange system. This project is funded by the U.S. Department of Justice (DOJ) FY 2022 and FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Programs, administered by the Bureau of Statistics and Plans (BSP). The selected consultant will provide advisory services to enhance network infrastructure while ensuring compliance with NIST SP 800-53, CJIS Security

Policy, and HIPAA regulations. These efforts support the JAG Program's priority areas, including Technology Improvement, Corrections, and Law Enforcement.

## 1. Background

The Guam Department of Corrections (DOC) is responsible for the 24-hour custody, care, and rehabilitation of adult law offenders. DOC operates the Adult Correctional Facility which consists of nineteen (19) housing units, the Hagåtña Detention Facility, the Women's Facility and the Community Corrections Center. There are currently nine hundred thirty (930) prisoners (inmates and detainees) under the supervision of the department's one hundred eighty-four (184) corrections officers.

As Guam's only correctional facility, DOC requires a highly secure, reliable, and resilient network infrastructure to support:

- a. Critical communications among staff and security personnel;
- b. Surveillance and access control systems for prisoners and staff safety;
- c. Secure data management for sensitive records, including prisoners' information and legal documentation;
- d. Operational efficiency in daily facility management; integration with criminal justice information systems compliant with CJIS standards; resilience against natural disasters, such as typhoons, given the island's geographic isolation.

DOC facilities face unique challenges, including high-security requirements, limited redundancy options due to geographic constraints, and the need to comply with federal and territorial regulations. A comprehensive network assessment and design will ensure that the DOC's network infrastructure supports current operations, prevents unauthorized access and security breaches, and accommodates future expansion and technological upgrades, while adhering to 2 CFR Part 200 for federal grant management and Guam Procurement Law (5 GCA Chapter 5).

DOC's current network infrastructure requires a technical refresh to:

- e. Address security vulnerabilities;
- f. Ensure data privacy and confidentiality;
- g. Improve operational efficiency; and
- h. Comply with industry standards and federal security regulations, including incident response planning per DOJ guidelines.

A robust network is critical for supporting DOC's day-to-day operations, including prisoner management, staff communication, security monitoring, and access control within correctional facilities.

The total federal funding allocated for this project is from FY 2022 and from FY 2023, subject to availability and compliance with DOJ Grants Financial Guide, including audit requirements under 2 CFR Part 200 Subpart F.

## 2. Relationship of the Parties

**Bureau of Statistics and Plans (BSP):** Issuing agency and State Administering Agency for the Edward Byrne JAG Program. BSP is responsible for grant oversight and coordination with DOC.

**Guam Department of Corrections (DOC):** Accepting agency and beneficiary of services. DOC will coordinate with the selected consultant to ensure the project meets operational needs.

**Consultant:** The selected consultant will serve as an independent contractor to BSP and DOC. The consultant shall not act as an agent or legal representative of BSP or DOC, except as explicitly authorized in writing.

### **3. Project Goal**

The objective of this solicitation is to enhance the DOC's network infrastructure to ensure secure, reliable, and efficient communication and data exchange across its facilities, thereby promoting public safety, rehabilitation, and compliance with federal grant conditions.

### **4. Project Objectives**

The selected consultant shall perform the following tasks:

#### **A. Comprehensive Network Assessment**

1. Evaluate existing network infrastructure at the Mangilao and Hagåtña facilities.
2. Assess compliance with industry standards, best practices, and applicable federal/local regulations, including CJIS, NIST, and 2 CFR Part 200 for cost allowability.

#### **B. Network Design**

Design a hardened, prison-grade network that incorporates:

1. Fiber optic backbone;
2. Security cameras and access control systems;
3. Secure Wi-Fi and wired Ethernet;
4. Robust cybersecurity measures, such as zero-trust architecture, multi-factor authentication, and encryption protocols compliant with FIPS 140-3.

#### **C. Implementation RFP Development**

Prepare a detailed RFP for the network implementation phase, including:

1. Technical specifications;
2. Evaluation criteria;
3. Submission instructions for prospective vendors.

#### **D. Evaluation and Selection Support**

1. Review and evaluate proposals submitted for the implementation phase.
2. Provide recommendations for the most qualified vendor based on experience,

### **5. Project Schedule and Key Milestones**

The Guam Department of Corrections (DOC) anticipates the following high-level project schedule and key milestones. Proposing offerors shall develop detailed project work plans and timelines within their proposals that align with these anticipated phases and milestones. The final project schedule will be mutually agreed upon at the time of contract award.

<b>Phase</b>	<b>Key Activities</b>	<b>Anticipated Timeline</b>
Phase 1: Network Assessment	Initiate comprehensive network assessment at Mangilao and Hagåtña facilities- Conduct site surveys, collect data, and perform initial compliance review	Month 1 – Month 2
Phase 2: Network Design	Develop hardened, prison-grade network design- Finalize network topology, security architecture, and equipment specifications	Month 3 – Month 4
Phase 3: Implementation RFP Development	Prepare and finalize the RFP for the network implementation phase	Month 5
Phase 4: Implementation Vendor Evaluation Support	Support evaluation and selection of the implementation vendor- Provide recommendations on vendor selection	Month 6
Phase 5: Monitoring and Management Plan Development	Develop monitoring, management, and incident response plans	Month 7
<b>Phase</b>	<b>Key Activities</b>	<b>Anticipated Timeline</b>
Phase 6: Training and Capacity Building	Deliver training programs and knowledge transfer to DOC IT staff	Month 8
Phase 7: Project Close-Out and Final Reporting	Submit final project report and all project documentation	Month 9

Note: The durations provided above are estimates intended for planning purposes. Offerors are encouraged to propose detailed schedules that reflect their methodologies, provided they meet the overall project objectives and completion timeline established by DOC.

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

The contract resulting from this RFP will be a fixed-price contract for professional advisory services. The initial term of performance for all services shall be from the date of contract execution until the Obligation End Date of September 30, 2026, and the Expenditure End Date of November 30, 2026. The consultant shall complete all services

within this period. Any requests for extensions must be submitted in writing and approved by the issuing agency, subject to DOJ approval for grant-funded extensions.

All Services to be performed by Contractor on the Project under this Agreement shall commence upon issuance of a Notice to Proceed ("NTP") by DOC and continue pursuant to the Schedule of Services of this Agreement, and in accordance with the Scope of Services and the Contractor's Proposal, and until the expiration, cancellation, or termination of this Agreement or any extension or renewal thereof. There is no right or expectation of renewal or extension and any renewal or extension will be exercised solely at the discretion of DOC.

**1. Initial Term:**

The initial term of the contract shall be for nine months and shall begin upon the date that the Governor approves the contract, as signified by the execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government of Guam will issue a written Notice to Proceed ("NTP") to notify the awarded Contractor that services may begin.

**2. No Cost Renewal Terms:**

Should the Consultant require additional time to complete any contract objectives, for good cause, and at the sole option of DOC, the resulting contract may be extended for No Cost Extension Terms for up to three months as approved by BSP, with no additional obligation of any funds by DOC (each being a "No Cost Extension Term"). If DOC elects to extend the contract in this manner, the No Cost Extension Term shall be exercised in conformity with the requirements of 2 CFR Part 200. The No Cost Extension shall be documented by DOC through the execution of a written determination signed by the Chief of Staff and placed in the contract file prior to the end date of the period of performance. Any such extension shall not be subject to negotiation, but shall be on the same terms, conditions, and price as in effect under the existing contract, at no additional cost to DOC, and no additional obligation of funds by the government of Guam.

**3. Type of Contract:**

The type of contract that results from this solicitation will be a Firm Fixed-Price contract.

**4. Multi-Year Contract:**

(a) Specified Period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of Guam, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

(b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled, and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

(c) that the multi-term contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation or performance in any fiscal period succeeding the first; however, this does not affect either the territory's or the contractor's rights under any termination clause in the contract;

(d) Offerors will be notified about the availability of funds sixty (60) days prior to the end of the fiscal year.

**D. INSTALLMENT PAYMENTS**

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

**E. REQUEST FOR PROPOSALS PACKAGE AND FORMS**

To obtain a Request for Proposal (RFP) packet, Offerors must email the single point of contact, Major Antone Aguon, at [antone.aguon@doc.guam.gov](mailto:antone.aguon@doc.guam.gov) and fill out a registration form. **Electronic and hard copies of the RFP will be available for pick up at the Department of Corrections (DOC) Director's Office or via email beginning June 29, 2026, excluding holidays and weekends, until July 13, 2026.** All prospective offerors must register their contact information with the single point of contact to ensure they receive notices regarding any changes or updates to the RFP.

The RFP announcement is available on the government of Guam Notices Portal at [notices.guam.gov](http://notices.guam.gov) and the DOC website at <https://doc.guam.gov/>. All required forms, to include a cover sheet, attached to this RFP, must be completed, executed by the authorized representative of the offeror, and included with the offeror's proposal.

**F. SUBMISSION OF PROPOSALS AND DUE DATE**

Sealed Proposals shall be submitted to include one **(1) fully executed original and four (4) copies**. Faxed or Proposals will not be accepted. Failure to submit the required forms in the required number or format may result in the rejection of Proposals. Total number of pages shall not exceed thirty (30) pages (exclusive of resumes and exhibits). See the Proposal Format and Content provisions of this RFP for instructions and minimum requirements for the content of the Proposal.

By submitting a Proposal, the Offeror agrees that the Proposal shall remain firm and irrevocable for one-hundred twenty (120) days from the date of opening of Proposals. In no case will failure to inspect or review constitute grounds for a claim or for the withdrawal of a Proposal after it has been opened. Proposals conditioned upon receiving the award of both the contract being solicited in this RFP and another contract will be rejected as non-responsive.

**Proposals must be received no later than July 24<sup>th</sup>, 2026, 4:30p.m.** Chamorro Standard Time (ChST). Proposals received after the closing time for receipt will not be considered. Submission location for in- person submissions will be at the **Department of Corrections Mangilao Facility's Director's Office**. Office hours for the receipt of Proposals are Monday through Friday (excluding government of Guam Holidays), 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m., Chamorro Standard Time (ChST). Proposals may be hand-delivered, mailed, or delivered by other courier services. If sent from off-island, delivery tracking information must be sent to:

Mailing Address:	Physical Address:
<b>Department of Corrections  P.O. Box 3236 Hagatna, Guam 96932  Attn: Antone Aguon  Correction Facility Assistant Superintendent,  Administrative Division Chief</b>	<b>Department of Corrections  #1 Mashburn Lane,  Mangilao, Guam 96913  Attn: Antone Aguon  Correction Facility Assistant Superintendent,  Administrative Division Chief</b>

Each Offeror submitting a Proposal for any portion of the work covered by the proposal documents shall execute all required affidavits and certification forms, in the form provided with this RFP. Such affidavits and certification forms shall be attached to the Proposal. Any forms that are required to be notarized must be notarized no more than thirty (30) days prior to submission. Failure to submit all required forms may result in rejection of the Proposal.

**G. PRE-PROPOSAL CONFERENCE/SITE VISIT**

A site visit will be held on **Tuesday, July 7, 2026 at 8:30 a.m.**, at the Mangilao Facility followed by a site visit at the Hagåtña Facility. All visitors should meet at the DOC in Mangilao and must present a valid ID to be admitted.

**H. NO PRE-PROPOSAL DISCUSSION WITH OFFERORS**

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

**I. QUESTIONS/COMMUNICATIONS OF OFFERORS PRIOR TO PROPOSAL SUBMISSION AND SINGLE POINT OF CONTACT**

All communications and any questions concerning possible discrepancies, omissions, or doubts as to the meaning of any provision of this RFP shall be raised before the submission due date for Proposals and shall be communicated in writing on or before **July 17, 2026, no later than 4:30 p.m.**, (ChST) to the following Single Point of Contact:

**ATTN: Major Antone Aguon**  
**Guam Department of Corrections**  
**Email: [antone.aguon@doc.guam.gov](mailto:antone.aguon@doc.guam.gov)**  
**Tel. No. (671) 735-5173**

All written communications or questions must reference RFP-DOC 2026-001 in the subject or reference line. Written answers to all timely and properly submitted written questions shall be provided within a reasonable time prior to the submission due date for Proposals. The deadline for submitting questions regarding the RFP is **July 17th, 2026, no later than 4:30 p.m.**, (ChST). Any questions submitted after this deadline will not be addressed. DOC will provide responses to all those who have registered and received this RFP package. DOC will notify all Offerors of any substantive modification or clarification provided in response to any timely and properly submitted written questions. DOC may extend any applicable dates or due dates if any circumstance or information significantly amends the solicitation or makes compliance with the original proposed due dates impractical. DOC is not required to respond to untimely or improperly submitted questions or communications.

No other oral or written communications concerning possible discrepancies, omissions, objections, or doubts as to the meaning of any provision of this RFP shall be submitted to the Single Point of Contact at any time prior to the submission date for Proposals, except as permitted by Guam's Procurement Law and Guam's Procurement Rules and Regulations. Any communication initiated by an Offeror other than a timely submission of permitted pre-proposal questions: 1) shall contain a citation to the Guam code section or Guam procurement regulation that authorizes the communication; 2) shall be submitted in writing; and 3) shall only be communicated to the above-

designated Single Point of Contact. DOC is not required to respond to any communication that does not comply with the requirements of this paragraph or any communication that is untimely. The Single Point of Contact will notify all Offerors of any substantive modification or clarification of the solicitation provided in response to any properly submitted communication, as permitted by law.

**J. OTHER COMMUNICATIONS**

Discussions after the submission due date for Proposals and prior to award for the purpose of clarifying and/or modifying timely Proposals submitted by the Offerors are permitted in accordance with 2 GARR, Div. 4 § 3114(i) and/or 2 GARR, Div. 4 § 3116.

(See also General Terms and Conditions, Clarification/Discussion of Proposals.) Direct or indirect contact or communication concerning this RFP with any DOC employees, other employees or representatives of the government of Guam who are participating in the solicitation process, or any other person participating in the solicitation process is strictly prohibited at all times during the solicitation process and prior to award of the contract, unless such contact or communication is specifically authorized by Guam’s Procurement Law and Guam’s Procurement Rules and Regulations. Direct or indirect contact or communications concerning this RFP with any Office of the Governor of Guam employees, other employees or representatives of the government of Guam who are participating in the solicitation process, or any other person participating in the solicitation process is strictly prohibited at all times during the solicitation process and prior to award of the contract.

**K. PROPOSAL FORMAT AND CONTENT**

All Proposals must be submitted in writing. Interested Offerors shall submit their written Proposals and Proposal Documents in a sealed envelope to include one (1) fully executed original, four (4) copies. The outer envelope shall be marked in bold letters, **“Proposal for Professional Services for the Guam Department of Corrections Network Assessment, Design, and Implementation Support Services; RFP No.: RFP-DOC-2026-001.** The envelope shall also be marked with the Offeror’s name and the name of Offeror’s authorized representative as follows.

Guam Department of Corrections Proposal for Professional Consulting Services Request for Proposal No. Offeror’s Name: Offeror’s Authorized Representative: Offerors Address: Submittal Date: ___/___/_____ Submittal Time: _____am. / pm. <b>Attention: Antone Aguon</b>
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Proposals and Proposal Documents shall be filled out in black or blue ink or typewritten and signed in black or blue ink. Erasures, strikeouts, or other types of changes made to a Proposal, which are evident on its face, must be explained or noted over the signature of the Offeror. Unexplained erasures, alterations, and omissions from the Proposal or Proposal Documents are cause for rejection by the government.

**Proposal: The Proposal must include:**

A cover letter must be on the Offeror’s letterhead, listing the legal name of the Offeror, location of the Offeror’s principal place of business, location of the formation of the Offeror’s business entity, and current place(s) of operation and other projects. This cover letter must be signed in the legal name of the Offeror and by an authorized

officer, representative, agent or employee of the Offeror, who has authority to bind the Offeror. Proof of authority to bind the Offeror may be requested by the DOC. The cover letter should also contain the following:

1. Offeror's identity, including federal employer identification number;
2. Designation and name, title, and contact information of the Offeror's representative for matters related to the RFP;
3. An acknowledgement that the Offeror has read the RFP and accepts the terms, conditions, and instructions in the RFP;
4. A statement that the Offeror's proposal is valid for a minimum of one hundred twenty (120) days from the Proposal submission deadline contained in the RFP; and
5. Signature of Offeror's authorized representative.

**L. PLAN FOR PERFORMING THE REQUIRED SERVICES**

This section should address the plan for performing work listed in Section III, Scope of Services, as part of the written Proposal. Offerors shall submit a plan for performing the proposed Project outlining the components, qualities, uses, and benefits of the Offeror's proposed solution, along with a comprehensive plan for performing the Services, providing as much detail as is practical explaining the Offeror's Proposal and how any Services contained in the Scope of Services will be performed and how any objectives outlined in the Scope of Services will be achieved. The Offeror shall describe the advantages of the proposed plan and the Offeror's method for performing the Services, avoiding problems and delays, and resolving conflict, including risk mitigation for Guam's unique geographic and environmental challenges.

The Offeror's proposed plan should describe any processes in detail for the functions being addressed and identify any outstanding issues the proposed solution may present. The proposed plan shall further describe the Offeror's approach to completing this Project on time and within budget, and with high quality, and how the Offeror's proposed plan will offer the DOC and the government of Guam the most advantage. The proposed plan shall include a proposed Project schedule to achieve the deliverables outlined in Section II, Scope of Services, including site surveys, network and telecommunications design, secure ID access control system planning, recommendations reports, integration roadmaps, and final technical briefings, with milestones tied to grant reporting deadlines. This section should not exceed ten (10) pages.

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

1. Expert knowledge of federal and local correctional IT and security laws and regulations related to IT infrastructure, telecommunications, and physical security systems, including direct experience with ANSI/TIA/EIA standards, FIPS 201, PACS interoperability, and other relevant federal, state, and local regulations, with emphasis on CJIS and NIST compliance.
2. Extensive experience in the full lifecycle of IT and telecommunications infrastructure projects, including site surveys, network design, secure access control system planning, and integration with criminal justice systems.
3. Ability to work effectively in a team environment and manage multiple projects simultaneously.
4. Strong analytical and problem-solving skills.
5. Excellent written and verbal communication skills, including the ability to prepare clear and concise technical documentation, design packages, and reports.
6. Substantial knowledge of the consultation approach with associated local and federal agencies, of network design, telecommunications infrastructure and secure ID access control systems, including wired and wireless networks, equipment room standards (e.g., ANSI/TIA-607-D), and integration with mission-critical platforms such as prisoner management and security monitoring systems.

7. Substantial prior experience coordinating with local and federal agencies to permit infrastructure improvements in compliance with local and federal funding requirements including Guam Procurement Law (5 GCA Chapter 5).
8. Substantial experience with program development, technical assistance to stakeholders, report review and evaluation, contract administration, post-award compliance, reporting and audit for IT and security infrastructure projects.
9. Substantial prior experience working with local government agencies and telecommunications or IT service providers in correctional or justice contexts.

As part of the written Proposal, Offerors shall submit a brief work history of the identified personnel to be assigned to the project, addressing, in particular, any proposed Project Manager and core project staff or Key Personnel. The work history and qualifications shall not exceed (1) one page per staff member. The Offeror shall also submit a detailed, but brief description of the following:

1. Provide a Project Organizational Chart of designated or key personnel to be assigned to this project with identification of their project roles and description of their area of responsibilities and the location of their office.
2. Identify the project principal, project manager, assistant project manager, key staff, subcontractors, and their qualifications and experience as it relates to this project.
3. List the Project Team, key personnel, and/or subcontractor experience on similar projects.
4. Time commitment of key personnel or team members during the project life cycle.
5. Unique qualifications of key personnel or team members.
6. Qualifications and relevant individual technical training, education, and experience including degree(s), year and discipline, and active registrations and licenses with number and jurisdiction. Include the description of the specific role performed by each individual on each project listed, highlighting projects of similar size and scope where the individual's role is similar to his/her role on this project.
7. Offerors shall also submit a detailed description of the benefits and quality of any resources, equipment, and/or facilities Offeror intends to utilize to perform the required services which may not be currently available, but will be made available, or can be demonstrated to be made available at the time of contracting. All Offerors, when identifying Key Personnel in their Proposal, must accurately, comprehensively, and correctly provide the information about the key person(s) requested in the solicitation. Inaccurate information in the Proposal constitutes a material misrepresentation and could result in disqualification of the Offeror. All persons identified as Key Personnel in the Offeror's Proposal must agree to provide the services for the project for a minimum of ninety (90) days from the date of the Notice to Proceed, barring unforeseen catastrophic events such as illness, accident, or death. This section shall not exceed ten (10) pages.

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

As part of the written Proposal, Offerors shall submit a brief explanation of why the Offeror is available or will be available and has the capacity to provide the services listed in the Scope of Services. The explanation shall address how the Offeror's current workload can accommodate the addition of a contract of this type; the Offeror's current or demonstrated available resources; and how the Offeror will implement Quality Assurance/Quality Control measures. This statement shall not exceed ten (10) pages.

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

- Identify and describe the current and projected workload of all designated personnel or subcontractor(s), including a list of ongoing projects and his/her role on these ongoing projects.
- Describe the procurement, involvement, management, and availability of any subcontractors.
- Describe how the current workload of each designated personnel or subcontractor can accommodate the addition of this Project.
- Describe the approach and organizational capabilities to perform the Services on time and within budget.
- Detail the extent of each designated personnel member's and subcontractor's involvement in providing the Services.
- Describe the internal quality and cost-control measures or procedures.
- Provide a disclosure of financial resources sufficient to demonstrate an ability to complete this Project.
- Provide a detailed description of how any required resources, equipment, and facilities will be obtained or made available to perform the Services.

**O. OFFEROR'S RECORD OF PERFORMANCE ON SIMILAR PROJECTS**

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

The Proposal shall include:

- A list of projects similar in scope and with emphasis on experience in PREA audits and is a certified Department of Justice PREA Auditor. The list shall identify project name, project description, location, client references including contact name, address and telephone number completion date, project budget, project role, type of services provided highlighting work performed similar in scope, and other pertinent information.
- A list of the Offeror's record of schedule performance (list original schedule versus final completion date) and explain any schedule deviations.
- A history of performance on projects similar in scope to this RFP that the Offeror was involved with over the past three (3) years. This description of Offeror's performance history should demonstrate Offeror's teamwork, cooperation, fair dealing, client service, and establishment of relationships of mutual trust and confidence.

**P. OFFEROR'S GENERAL EXPERIENCE AND GENERAL PAST PERFORMANCE**

A listing of other contracts under which services similar in scope, size, or discipline were performed in the last five (5) years. As part of the written Proposal, the Offeror is required to provide proof to DOC that it has delivered a quality work product on similar projects. The section shall not exceed ten (10) pages. Past performance information shall include: (Other bullet points listed on RFP-DOC-2026-001)

A list of projects similar in scope and with emphasis on experience in IT infrastructure, telecommunications, and secure access systems for correctional or justice systems. The list shall identify project name, address, and telephone number, completion date, project budget, project role, type of services provided highlighting work performed similar in scope, and other pertinent information.

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

The written Proposal shall include a statement of the age of the offeror’s business and average number of employees over the last three (3) years, or if the offeror's business has not been in existence for three (3) years, then the average number of employees since the inception of the business.

**R. EVALUATION FACTORS FOR PROPOSALS**

Competency of Offerors: Proposals will be considered only from such Offerors who, in the opinion of the DOC, can show evidence of their ability, experience, equipment, and facilities to render satisfactory performance of the terms and conditions herein. The evaluation of Proposals will be based on the quality of Offerors’ Proposals using the following Evaluation Factors and the listed associated possible scoring totals. The total of 100 possible points is broken down as follows. Proposals must have a minimum of 70 scoring points total to be considered. By submitting a Proposal to this solicitation, the Offeror agrees, if selected, to accept the terms and conditions included in the sample contract, the terms and conditions incorporated in this RFP, and to be bound by Guam’s Procurement Law and the Guam Procurement Rules and Regulations.

Evaluation Factor	Points
<p><b>Quality of Proposal Content and Plan for Performing the Required Services:</b> Evaluates the overall quality, completeness, and comprehensiveness of the proposal’s response to the Scope of Services. The proposed plan and methodology should demonstrate a clear, feasible, and innovative approach to conducting comprehensive network assessments at the Mangilao and Hagåtña facilities; design of a hardened, prison-grade network incorporating fiber optic backbone, secure Wi-Fi, wired ethernet, surveillance, and access control systems; development of an implementation RFP; evaluation and selection support for implementation vendors; monitoring, management, and training plans.</p>	<p><b>30 Points</b></p>
<p><b>Offeror’s Record of Past Performance on Similar Projects</b> Assesses the Offeror’s track record on projects similar in scope and type, such as IT infrastructure, telecommunications, or secure access system projects in correctional facilities, justice systems, or high-security environments. Evaluates demonstrated success in planning and scheduling complex IT projects, on-time and within budget delivery, teamwork, stakeholder collaboration (e.g., with government agencies, federal grant administrators), and client satisfaction. Past performance will be verified through references, project outcomes, or client testimonials. Compliance with federal grant requirements (e.g., JAG Program, 2 CFR Part 200) and cybersecurity standards (e.g., CJIS, NIST) on past projects</p>	<p><b>20 Points</b></p>

<p><b>Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities:</b></p> <p>Evaluates the specialized experience and qualifications of designated project personnel, as reflected by technical training, education, and certifications (e.g., CISSP, cCNP, or equivalent for cybersecurity and networking), specific experience in IT infrastructure, telecommunications, and secure access control systems, particularly in correctional or justice system environments. Includes an assessment of the quality and availability of personnel (e.g., project manager, network engineers, cybersecurity specialists), equipment, tools, or software (e.g., for network design, diagnostics, security system integration) and any facilities used to perform the services. Also assesses the Offeror’s capacity to manage multiple concurrent tasks and ensure consistent coordination and timely delivery. Specialized benefits, such as advanced technologies (e.g., AI-driven network monitoring, encryption per FIPS 140-3) or methodologies that enhance project outcomes.</p>	<p><b>30 Points</b></p>
<p><b>Availability and Capacity of Offeror:</b></p> <p>The Offeror’s current ability to successfully apply its skills and resources to perform and complete the work on time and within budget at a level of quality expected by the Office of the Governor of Guam, BSP, and DOC. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Scope of Services, and an evaluation of the Project Organizational Chart, including roles, responsibilities, and time commitments of key personnel; ability to address Guam’s geographic isolation (e.g., on-island support or rapid response capabilities) and operational constraints (e.g., high-security correctional environment); capacity to meet federal grant deadlines and comply with reporting/audit requirements to complete the work required.</p>	<p><b>20 Points</b></p>
<p><b>TOTAL POINTS</b></p>	<p><b>100 Points</b></p>

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

After award, the winning Proposal becomes a part of the public record of procurement. Offerors may request that specific portions of their Proposal be withheld from public disclosure if they contain trade secrets or proprietary information. Any such request must be submitted in writing with the Proposal, clearly identifying and marking the portions claimed as confidential or proprietary, and separating those materials from the remainder of the Proposal to allow inspection of the non-confidential portions without redaction. Proposals marked “Confidential” or “Proprietary” in their entirety will be rejected as non-responsive. Notwithstanding any confidentiality designation, prices, makes and models or catalog numbers of items offered, delivery items, and payment terms shall be publicly available at the time of the Notice of Award. Upon receipt of a confidentiality request, DOC will review the designated materials to determine whether the request meets the standards for non-disclosure under applicable law and will notify the Offeror in writing of its decision. If DOC denies the request in whole or in part, the Offeror may withdraw its Proposal or submit a protest in accordance with Guam Procurement Law. If the Proposal is not withdrawn and no protest is filed, DOC may disclose any portion of the Proposal for which a request for non-disclosure was not granted.

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

Multiple or alternate Proposals will not be accepted and will be deemed non-responsive. Proposals received after the submission deadline will not be opened and considered for award.

**U. ALL OR NONE PROPOSALS**

Proposals shall not be conditioned upon the award of all items or services solicited under this RFP. Any proposal that limits acceptance to the entire offering, or otherwise imposes such a condition, will be deemed non-responsive and will not be considered for award.

**V. AMENDMENTS TO REQUEST FOR PROPOSALS**

DOC reserve the right to amend this RFP at any time, as provided under Guam's Procurement Law and Procurement Rules and Regulations. Each amendment will clearly identify the affected sections of the RFP, be issued in writing, and be provided to all parties that have registered for and received the RFP package. Offerors must acknowledge receipt of all amendments in their Proposal. Amendments will be issued in sufficient time to allow Offerors to consider them in preparing their Proposals, and DOC may extend the submission deadline if an amendment makes compliance with the original deadline impractical.

**W. PRICE PROPOSALS**

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

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

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

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

Pursuant to 2 CFR § 200.324(b), if the Offeror is selected for negotiations, the Office of the Governor of Guam and the Offeror "must negotiate profit as a separate element of the price for each contract in which there is no price competition and in cases where cost analysis is performed."

*Id.* Offeror's Price Proposal must include profit as a separate line item in its proposed budget and pricing.

**X. COST OR PRICING DATA AND CERTIFICATION OF COST OR PRICING DATA**

As the total estimated value of the proposed contract for DOC Network Assessment, Design, and Implementation Support Services exceeds One Hundred Thousand Dollars (\$100,000), Offerors and their subcontractors must

include certified Cost or Pricing Data as part of the Price Proposal submitted with the initial proposal. This requirement must comply with Federal procurement regulations and Guam procurement law.

The Cost or Pricing Data shall include detailed, itemized documentation supporting all proposed costs, including but not limited to labor rates, material costs, travel expenses, and any direct or indirect costs, as specified in Section III.2 of this RFP. For multi-term contracts, the Cost or Pricing Data must encompass pricing for the entire period of performance, clearly indicating costs for each term. The data must be accurate, complete, and current at the time of submission.

Additionally, Offerors must include a signed Certification of Cost or Pricing Data with the Price Proposal, attesting that, to the best of the Offeror's knowledge and belief, the submitted Cost or Pricing Data is accurate and complete, and current as of the date of submission. The Certification must be provided in a format consistent with Federal and Guam procurement standards.

The Cost or Pricing Data and the Certification of Cost or Pricing Data are integral components of the Price Proposal and must be submitted within the sealed proposal package, as outlined in the Price Proposal Submission section of this RFP. Failure to provide complete and accurate Cost or Pricing Data or the required Certification may result in the rejection of the proposal.

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

Funds are presently available for this solicitation. The government's obligation under any proposed contract resulting from this solicitation is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability for payment shall arise until funds are made available, the Offeror or awarded Contractor receives a Notice to Proceed issued in writing by DOC and a signed contract is executed by all parties, including the Attorney General of Guam and the Governor of Guam. All Offerors are required to comply with the terms and conditions of the applicable funding source. Failure to comply with these requirements may result in the Offeror being deemed non-responsible and could lead to termination of any awarded Contract for non-compliance, except as otherwise noted in this RFP.

#### **Z. WAGE AND BENEFIT REQUIREMENTS**

Whenever the government of Guam enters into a procured contract with an Offeror for the provision of services, and the Offeror employs a person(s) whose purpose, in whole or in part, is the direct delivery of those contracted services, the Offeror shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued by the U.S. Department of Labor for the applicable labor. The Wage Determination in effect at the time the contract is awarded shall be used to determine the wages to be paid, in compliance with Guam's Procurement Law.

For contracts containing a renewal clause, the Wage Determination in effect at the time of each renewal shall apply. In addition to wage requirements, contracts must include provisions for health and related benefits for employees, with a minimum value as specified in the applicable Wage Determination, and must guarantee a minimum of ten (10) paid holidays per year per employee.

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

## **AA. SUBCONTRACTORS**

### **1.Subcontractors**

A subcontractor is any person or entity that has a direct contract with the Offeror/Contractor or with a higher-tier subcontractor to perform a portion of the Services under this solicitation.

### **2. Award of Subcontracts and Other Contracts for Portions of Services**

- a. All Offerors must provide in writing to the DOC or Office of the Governor of Guam the names of all known persons or entities proposed to perform subcontracting services for each principal portion of the Scope of Services. This information must be submitted by completing, signing, and attaching the Subcontractor Utilization Form to the Offeror's Proposal. The DOC or Office of the Governor of Guam may discuss the proposed subcontractors with the Offeror to: (1) state any reasonable objections to a proposed person or entity; or (2) request additional time or information for review. Failure to submit the Subcontractor Utilization Form with the Proposal will result in disqualification, and the Office of the Governor of Guam may select the next highest-ranked Offeror who has submitted all required documentation.
- b. The DOC or Office of the Governor of Guam and the government of Guam reserve the right to object to any proposed subcontractor and require substitution for cause. The Offeror shall not contract with any person or entity to whom the DOC or Office of the Governor of Guam has made a reasonable and timely objection. Likewise, the Offeror shall not be required to contract with any person or entity to whom it has made a reasonable objection.
- c. No subcontractor listed in the Proposal or on the Subcontractor Utilization Form may be substituted without the prior written consent of the DOC or Office of the Governor of Guam, unless such substitution is required by the Office. The Offeror must notify the Office in writing prior to any termination or substitution of a listed subcontractor. Failure to follow these requirements constitutes a material breach of the RFP and may result in termination of any awarded contract or other remedies available under law.
- d. The successful Offeror shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award for any subcontract exceeding \$10,000 at any tier.

Notification must include:

1. Subcontractor name, address, and telephone number
2. Employer Identification Number (EIN)
3. Estimated dollar amount of the subcontract
4. Estimated start and completion dates
5. Geographical area where the subcontract work will be performed

### **3.Subcontractual Relations.**

The Offeror shall ensure, by appropriate written agreement, that each subcontractor is bound by the terms of the Offeror's Proposal and any resulting Contract, and assumes toward the Offeror all obligations and responsibilities that the Offeror assumes toward the DOC or Office of the Governor of Guam, including responsibility for the safety and performance of the subcontractor's Services. Each subcontract agreement shall preserve and protect the rights of the DOC or Office of the Governor of Guam, so that subcontracting does not prejudice such rights. The Offeror retains full responsibility for satisfactory performance of all Services, including those performed by subcontractors, under the RFP, the Proposal Documents, the Scope of Services, and any awarded contract.

### **4. Subcontracts.**

The Offeror and its subcontractors must include in all subcontracts the clauses set forth in this solicitation and any resulting contract, including a requirement that lower-tier subcontractors include the same clauses in any further subcontracts. The Offeror shall be responsible for ensuring compliance by all subcontractors and lower-tier subcontractors with the clauses in this section.

### **BB. CONFLICTS OF INTEREST**

To ensure objective contractor performance and prevent unfair competitive advantage, Offerors who have organizational conflicts of interest or who have participated in the development, preparation, or drafting of any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to this solicitation are prohibited from competing for this procurement, consistent with applicable federal regulations (e.g., 2 CFR §§ 200.318(e) and 200.319(a)).

All Offerors must adhere to the Conflict of Interest (COI) Guidelines provided in the Attachments of this RFP when submitting their Proposal or when entering into any contract with the DOC or Office of the Governor of Guam. These guidelines must be followed throughout the period during which the Proposal is open and during the term of any resulting contract. Offerors are responsible for ensuring that all Subconsultants and Subcontractors at any tier also comply with these COI Guidelines and make any required disclosures.

The DOC or Office of the Governor of Guam will apply these COI Guidelines in evaluating Proposals and managing the contract. If a conflict of interest or potential conflict is identified, the DOC or Office of the Governor of Guam will assess whether the conflict can be avoided or mitigated. Prior to withholding an award based on conflict-of-interest considerations, the DOC or Office of the Governor of Guam will notify the Offeror, explain the reasons, and provide a reasonable opportunity for the Offeror to respond.

All Offerors must complete and submit the attached Conflict of Interest (COI) Disclosure Form with their Proposal. Failure to do so may result in rejection of the Proposal.

### **CC. DISCLOSURE OF MAJOR SHAREHOLDERS**

As a condition of submitting a Proposal, any partnership, sole proprietorship, or corporation doing business with DOC must submit an Affidavit Disclosing Ownership and Commissions, executed under oath. This affidavit must list the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in the entity at any time during the twelve (12) months immediately preceding submission of the Proposal. It shall also specify the number of shares or percentage of assets held by each such person during that period.

In addition, the affidavit must include the name and address of any person who has received or is entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to the Proposal, along with the amounts of any such payments. Any Proposal listing a person with a conflict of interest will not be evaluated and will be rejected.

The affidavit shall be open and available for public inspection and copying. This form is attached to this RFP and must be completed and submitted with the Offeror's Proposal. Failure to submit the affidavit with the Proposal will result in rejection of the Proposal.

**Section II.**

**GENERAL TERMS AND CONDITIONS**

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

**These General Terms and Conditions contain the following lettered paragraphs:**

- A. Authority
- B. Special RFP Terms for Multi-Term Contracts
- C. Methods of Award
- D. Cancellation and Rejection
- E. Taxes
- F. Withholding Assessment Fee
- G. Permits, Licensing, and Compliance with Laws
- H. Mandatory Prohibitions
- I. Mandatory Warranties
- J. Equal Employment Opportunity
- K. Compliance with Americans with Disabilities Act (ADA)
- L. Proposals
- M. Review of Proposals
- N. Independent Price Determination
- O. Acceptance of Solicitation Terms and Applicable Laws
- P. Modification and Withdrawal of Proposals
- Q. Clarification/Discussion of Proposals
- R. Evaluation Criteria for Selection
- S. Responsibility of Offerors
- T. Selection of Best-Qualified Offeror
- U. Negotiation and Award of Contract
- V. Access to Records, Inspection, and Audit Review
- W. Local Procurement Policy
- X. Relations with Other Government Agencies
- Y. Obligations of the Offeror
- Z. Procurement of Recovered Materials
- AA. Guam and Federal Debarment
- BB. Certification Regarding Lobbying
- CC. Products Preference
- DD. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment

**A. AUTHORITY**

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

For guidance on required licenses, Offerors may contact the Director of Revenue and Taxation. The Offeror is required to submit a statement of exemption in line with §§ 70126 and 70130 of Title 11 of the Guam Code Annotated, or a copy of its current, relevant business licenses, within 30 days of receiving a Notice of Award.

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

- A. Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor.
- B. 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.
- C. Favors to Guam.** It shall be a breach of ethical standards, for purposes of this Section, a favor is anything, including raffle tickets, of more than de minimis value and whether intended for the personal enjoyment of the receiver or for the department or organization in which they are employed or for any person, association, club, or organization associated therewith or sponsored thereby. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of Guam or for any employee or agent of Guam to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of Guam whether or not such favor or gratuity may be considered a reimbursable expense of Guam, during the pendency of any matter related to procurement, including contract performance warranty periods.
- D. Ethical Standard.** It shall constitute a breach of ethical standards for any Offeror to knowingly attempt to influence a government employee to violate the ethical requirements set forth in 5 GCA Chapter 5, Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

#### **I. MANDATORY WARRANTIES**

- A. Representation Regarding Gratuities and Kickbacks.** The Offeror represents that it has not violated, is not violating, and will not violate the prohibition against gratuities and kickbacks as set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. The Offeror further agrees to execute and submit a Non-Gratuity Affidavit prior to the final payment under any contract awarded by DOC or the government of Guam.
- B. Warranty against Employment of Sex Offenders.** The Offeror warrants that no person employed by the Offeror who has been convicted of a sex offense under Chapter 25 of Title 9, Guam Code Annotated, an offense defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in any other jurisdiction with substantially similar elements, or who is listed on the Sex Offender Registry, shall provide services on behalf of the Offeror while on DOC or government of Guam property, except on public highways. If any person providing services on behalf of the Offeror is convicted of such an offense or is listed on the Sex

Offender Registry at any time during contract performance, that person shall be immediately removed from government property, and the Offeror shall notify the Director of DOC (or their designee) within twenty-four (24) hours of such conviction or listing. If the Offeror is found to be in violation of this warranty, DOC will issue notice requiring corrective action. The Offeror shall take corrective action within twenty-four (24) hours of receiving notice and shall notify DOC when the action has been completed. Failure to take corrective action within the required timeframe may result, at the sole discretion of DOC, in the temporary suspension of the contract.

- C. Covenant Against Contingent Fees.** The Offeror warrants that it has not employed any person or entity to solicit or secure any contract resulting from this RFP based on an agreement for a commission, percentage, brokerage, or other contingent fee. Breach of this warranty shall give DOC the right to terminate the contract or, at its discretion, to deduct from the contract price or consideration the amount of any such commission, percentage, brokerage, or contingent fee. This warranty does not apply to commissions payable by the Offeror under contracts or sales secured through bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.
- D. Representation Regarding Ethical Standards.** The Offeror represents that it has not knowingly influenced, and will not knowingly influence, any government employee to violate the ethical standards set forth in 5 GCA Chapter 5, Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

**J. EQUAL EMPLOYMENT OPPORTUNITY**

By submitting a Proposal, the Offeror and all subcontractors agree to comply with all applicable federal and territorial nondiscrimination, equal opportunity, and affirmative action laws and regulations, including but not limited to: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625–1627, Title 23 USC §140, the Rehabilitation Act of 1973 (29 USC §794), Title VI of the Civil Rights Act of 1964, and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The Offeror and all subcontractors must also comply with the Equal Opportunity Clause at 41 CFR 60-1.4(b). The equal employment opportunity (EEO) requirements include the obligation not to discriminate and to take affirmative action to ensure equal opportunity, as set forth under applicable laws, executive orders, rules, and regulations (including 28 CFR 35, 29 CFR 1630, 29 CFR 1625–1627, 41 CFR 60, and 49 CFR 27), as modified by provisions prescribed herein and imposed pursuant to 23 USC §140. These requirements constitute the EEO and affirmative action standards for all project activities and services under this RFP.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), as set forth under 28 CFR 35 and 29 CFR 1630, are incorporated by reference. The Offeror shall not discriminate against any employee or applicant for employment based on race, religion, sex, color, national origin, age, or disability. If awarded a contract, the Offeror shall take all necessary steps to ensure that employees are treated equally in all aspects of employment, including hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, compensation, and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.

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

If requested, the Offeror shall fully comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), including all implementing regulations. The Offeror is responsible for ensuring that all services, facilities, and activities provided under the contract are accessible and usable by individuals with disabilities in accordance with federal requirements.

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

Any contract awarded under this RFP is contingent upon the availability of certified funds. If funds are not available for any succeeding fiscal period, the contract may be canceled; however, this does not affect either Party's right to terminate under the contract's termination clauses. In the event of cancellation due to insufficient funds, the awarded Contractor shall be reimbursed for unamortized, reasonably incurred, non-recurring costs. DOC will provide timely notice to the Contractor regarding the availability of funds for the continuation of the contract for each succeeding fiscal period.

**C. METHOD OF AWARD**

DOC will review Proposals promptly after the submission due date. Submitted Proposals will serve as the primary documents for evaluation. DOC reserves the right to waive minor irregularities or omissions in any Proposal and retains the discretion to award, amend, or reject Proposals, in whole or in part, at its sole discretion.

DOC is not responsible for any costs incurred by Offerors in preparing or submitting Proposals. DOC also reserves the right to retain copies of all Proposals received, regardless of whether a contract is awarded. Submission of a Proposal constitutes the Offeror's acknowledgment and acceptance of these terms and conditions.

**D. CANCELLATION AND REJECTION**

DOC reserves the right to cancel this solicitation, in whole or in part, at any time, and to reject any or all Proposals or offers, in whole or in part, if determined to be in the best interest of DOC or the government of Guam.

**E. TAXES**

Offerors are hereby advised that they may be subject to applicable taxes, including, but not limited to, Gross Receipts Tax, Guam Business Privilege Tax, and Guam Income Tax. Payment of any and all taxes arising from entering into a contract under this solicitation is the sole responsibility of the Offeror, its subcontractors, and any permitted assignees or successors in interest. For specific guidance regarding taxation, Offerors may contact the Director of the Guam Department of Revenue and Taxation.

**F. WITHHOLDING ASSESSMENT FEE**

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

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

DOC will not consider for award any Proposal submitted by an Offeror that has not complied with Guam's licensing laws. The selected Offeror is required to obtain all necessary permits and licenses and to comply with all applicable Federal and Territorial laws, ordinances, and regulations governing professional licensing, as well as the provision of equipment and services to the government of Guam.

**L. PROPOSALS**

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

**M. REVIEW OF PROPOSALS**

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

**N. INDEPENDENT PRICE DETERMINATION**

By submitting a Proposal, the Offeror certifies that the Price Proposal, including all associated costs or pricing data, has been independently determined without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition or influencing the pricing submitted.

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

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

All parties involved in the preparation, evaluation, negotiation, performance, or administration of contracts under this RFP are required to act in good faith. Proposals may not be withdrawn based on the Offeror's unfamiliarity with required terms or applicable laws. The Offeror may not propose or negotiate any conditions, omissions, unexplained erasures, irregularities, alterations, or items that conflict with the terms of this RFP or applicable law. Any such submissions may be deemed a showing of bad faith, in whole or in part, and may result in debarment or other legal remedies against the Offeror. If any part, term, or condition of this RFP is found to be contrary to Guam Procurement Law, the Guam Code, applicable Guam Administrative Rules and Regulations, or is otherwise ambiguous, such portion shall be interpreted or resolved in favor of the provisions of Guam law or rules.

**P. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn at any time prior to the conclusion of discussions, in accordance with Guam's Procurement Law and Guam Procurement Rules and Regulations. Failure to review, inspect, or otherwise examine the RFP documents shall not constitute grounds for a claim or for the withdrawal of a Proposal after the official opening.

The government of Guam, through DOC, reserves the right to waive minor informalities or irregularities in Proposals received, or to allow Offerors to correct such items, provided such actions are consistent with applicable regulations.

**Q. CLARIFICATION/DISCUSSION OF PROPOSALS**

After the receipt and opening of Proposals, DOC or its designee(s) may, at its sole discretion, conduct discussions with Offerors that have submitted timely and responsive Proposals for the purpose of clarification and to ensure full understanding and responsiveness to the solicitation requirements, in accordance with Guam's Procurement Law and Guam Procurement Rules and Regulations.

Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals. Revisions may be submitted after the initial Proposal and prior to award for the purpose of obtaining the best and final offers. Offerors are strongly encouraged to submit their Proposals initially on the most favorable terms possible.

During discussions, complete confidentiality shall be maintained regarding any information derived from Proposals submitted by competing Offerors.

**R. EVALUATION FOR SELECTION**

Upon receipt of all Proposals, a selection team will be convened to identify the most responsive and qualified Offerors. DOC or its designee(s) may conduct discussions with any Offeror to evaluate the Offeror's qualifications, clarify the scope and nature of the required services, review the proposed method of performance, and consider the relative merits of alternative approaches to the project.

Following the evaluation of qualifications and any discussions, DOC will select, in order of their evaluation ranking, no fewer than three (3) acceptable Proposals, or fewer if fewer than three acceptable Proposals were received. Selected Proposals will be ranked according to their evaluation scores to determine the Offerors deemed most qualified to provide the required services.

**S. RESPONSIBILITY OF OFFERORS**

The Offeror shall be fully responsible for the professional and technical accuracy, as well as the coordination of all designs, drawings, specifications, and other work or materials provided under any awarded contract. The awarded Offeror shall, at no additional cost to DOC or the government of Guam, correct and revise any errors or deficiencies in its work. The Offeror shall devote its best efforts to fulfilling its duties and responsibilities under the contract in compliance with all applicable laws, rules, regulations, and policies of the government of Guam.

DOC's review, approval, or acceptance, or payment for any services provided under the contract, shall not be construed as a waiver of any rights or remedies available to DOC, nor as a limitation on the Offeror's liability for negligent performance. The awarded Offeror shall remain fully liable for any and all costs incurred by DOC or the government of Guam as a result of errors, omissions, or negligent performance of services under the contract.

The Offeror shall also be responsible for securing all necessary approvals for entry onto private property to perform any work required under the contract.

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

Upon the conclusion of the evaluation and discussion procedures, in accordance with this RFP and Guam's Procurement Law, DOC shall notify the selected Offerors of their rankings. The intent is to initiate contract negotiations with the highest-ranked and best-qualified Offeror first.

**U. NEGOTIATION AND AWARD OF CONTRACT**

DOC shall negotiate a contract with the best-qualified Offeror for the required services at compensation determined in writing by DOC to be fair and reasonable. DOC reserves the right to award the work in planned phases, dependent upon program needs and funding availability. Contract negotiations will focus on:

1. Ensuring that the Offeror has a clear understanding of the scope of work, including all essential requirements necessary to provide the required services;
2. Confirming that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and
3. Agreeing upon fair and reasonable compensation, taking into account the estimated value, scope, complexity, and nature of the services.

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

**B. Failure to Negotiate Contract with Best-Qualified Offeror:** If agreement on compensation, contract requirements, or contract documents cannot be reached with the best-qualified Offeror, a written record stating the reasons shall be placed in the procurement file. DOC will provide written notice within three (3) days of the termination of negotiations. Negotiations will then commence with the next most-qualified Offeror, following the same procedures. Should negotiations fail again, the process will continue with the next qualified Offeror in rank order.

**C. Notice of Award:** Written notice of award will be issued to the Offeror with whom a contract is successfully negotiated. This notice will be made public and included in the contract file.

**D. Failure to Negotiate Contract with Offerors Initially Selected as Qualified:** If DOC is unable to negotiate a contract with any of the initially qualified Offerors, Proposals may be re-solicited, or additional Offerors may be selected from the original submissions based on their qualification ranking. Negotiations may continue in accordance with the procedures outlined herein.

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

DOC, in accordance with Guam's Procurement Rules and Regulations, and as applicable, the Inspectors General, the Comptroller General of the United States, and their authorized representatives, shall have the right to inspect supplies, services, and audit records at any Offeror or proposed subcontractor facility or place of business. These inspections and audits may be conducted:

1. Prior to award – to determine the Offeror's responsibility and capability to perform any contract awarded under this solicitation, and to verify that the Offeror's or subcontractor's facilities, supplies, or services meet the solicitation requirements; and
2. After award – to determine whether the awarded Offeror is conforming to contract requirements and that its performance is acceptable.

All inspections, audits, and/or tests shall be conducted in accordance with the terms of this solicitation. By submitting a Proposal, the Offeror agrees to the following access, audit, and inspection terms:

**A. Access to Records.** The Offeror, including any subcontractors, shall maintain and retain all books, documents, papers, accounting records, and other evidence relating to costs incurred or price data. Such records must be made available for inspection at all reasonable times after submission of the Proposal, during any awarded contract term, and for three (3) years from the date of final payment,

or longer if required due to litigation, claims, or audits. Records relating to real property or equipment acquired with federal funds must be retained for three (3) years after final disposition. Each subcontract shall include provisions ensuring compliance with these requirements.

**B. Right to Audit.** The Offeror shall maintain an accounting system that enables DOC and its authorized representatives to readily identify assets, expenses, costs of goods, and use of funds. DOC, its authorized representatives, and oversight agencies may audit, examine, and make copies or extracts from all financial and related records, including accounting records, policies, procedures, subcontract files, paid vouchers, invoices, ledgers, canceled checks, deposit slips, journals, estimating worksheets, contract amendments, change order files, insurance documents, payroll records, timesheets, memoranda, and correspondence. Records must be available at the Offeror's office or place of business during normal business hours without prior notice, or at a location convenient to DOC if no such facility exists.

Subcontractors shall also be bound to these audit requirements, and Offerors shall ensure their inclusion in any subcontract agreements. Costs of audits conducted under this authority will be borne by DOC unless specified otherwise. If an audit identifies overpricing or overcharges exceeding 0.5% of total contract billings, the Offeror shall reimburse DOC for the audit costs. In cases of fraud, misrepresentation, or non-performance, DOC may recover the costs of the audit. Any adjustments or payments resulting from an audit must be made within ninety (90) days of DOC's presentation of findings.

**C. Right to Enter and Inspect.** DOC may, at any time and without notice, enter and inspect an Offeror's or subcontractor's facilities, places of business, or any location where contract performance occurs. This includes inspection of plans, supplies, services, equipment, work, and records to determine compliance with solicitation or contract requirements. DOC and its authorized representatives may conduct testing as deemed necessary and may audit cost or pricing data, books, and records for purposes including debarment or suspension under §9102 of the Guam Procurement Rules and Regulations or any applicable federal debarment provisions.

**W. LOCAL PROCUREMENT POLICY**

No specification, term, condition, or qualification in this RFP shall exclude any Offeror from consideration solely on the basis of having experience limited to Guam, provided that the Offeror's experience is otherwise responsive to the requirements of this solicitation, in accordance with 5 GCA §5008C.

**X. RELATIONS WITH OTHER GOVERNMENT AGENCIES**

All directions and instructions pertaining to the scope of this contract shall be issued solely by the Chief of Staff of the Office of the Governor of Guam. The Offeror shall not accept direction from any other source. Should the Offeror receive information from other agencies that appears to conflict with instructions provided by the Office of the Governor of Guam, the Offeror must immediately bring such conflicts to the attention of the Office of the Governor of Guam for clarification. This policy is not intended to restrict the Offeror from obtaining necessary information from other agencies to perform the required services.

**Y. OBLIGATIONS OF THE OFFEROR**

DOC reserves the right to obtain and review any information necessary to evaluate the responsibility, competency, and qualifications of an Offeror, in accordance with the procedures and standards established under Guam law.

## **Z. PROCUREMENT OF RECOVERED MATERIALS**

Any Offeror awarded a contract under this RFP, as well as all subcontractors at any tier, must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). Compliance requires procuring only items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, while maintaining a satisfactory level of competition, consistent with 2 CFR § 200.324 when the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000. Offerors must also procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for the purchase of recovered materials as identified in the EPA guidelines.

## **AA. GUAM AND FEDERAL DEBARMENT**

Offeror warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and if awarded a contract under this RFP that it will not employ any subcontractors who have been federally debarred or debarred by the Government of Guam.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award of federal funds (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By submitting a Proposal, Offeror warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, "Nonprocurement Debarment and Suspension," (published in the Federal Register on December 21, 2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

If awarded any contract offered under this RFP, Offeror agrees to the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact, and agrees to include the following notice in the awarded contract, sub-award, or subcontract, as applicable:

"Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part 1326, Subpart C, "Government-wide Debarment and Suspension (Nonprocurement)." In addition, applicants/bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying."

Offerors should familiarize themselves with these provisions, including the certification requirements. Therefore, after award, applications for any lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying - Lower Tier Covered Transactions," completed without modification.

## **BB. CERTIFICATION REGARDING LOBBYING**

Offeror agrees, by submitting a Proposal, to comply with the requirements set forth under the Certification Regarding Lobbying and Disclosure Form and the implementing regulations published at 15 CFR Part 28, "New

Restrictions on Lobbying.” These provisions prohibit the use of Federal funds for lobbying the Executive or Legislative branches of the Federal Government in connection with an award and require the disclosure of the use of non-Federal funds for lobbying. If awarded a contract from this RFP, Offeror agrees to the following Certification Regarding Lobbying as a material representation of fact. This certification is a prerequisite for entering into the agreement offered under this RFP, imposed by Section 1352, as amended, Title 31, U.S. Code:

“The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of the contract or any Federal grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the contract, or any Federal grant, loan, or cooperative agreement, the undersigned shall complete and submit the Certification Regarding Lobbying on “Form LLL, Disclosure of Lobbying Activities,” also known as Form SF LLL. In accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the contract. The Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

Additionally, all awarded Contractors and subcontractors who receive more than \$100,000 in federal funds must submit the Certification Regarding Lobbying on “Form LLL, Disclosure of Lobbying Activities,” also known as Form SF-LLL. This form assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on the form. Submission of this certification is a prerequisite for entering into any contract funded with federal award funds of more than \$100,000.00, as imposed by Executive Order 12549, 28 CFR Part 67, Section 67.510. If awarded any contract from this RFP, Form SF-LLL must be submitted to the Bureau of Statistics and Plans, after award, by any awarded contractor or subcontractor receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities: (a) with profits from federal contracts; or (b) funded with nonfederal funds.

**CC. DOMESTIC PRODUCTS PREFERENCE**

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

in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

#### **DD. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT**

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, Offeror and all subcontractors are prohibited from procuring, obtaining, or purchasing: 1) equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system for this procurement. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; and 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### **Section III.**

#### **SCOPE OF SERVICES**

##### **PROCUREMENT OF PROFESSIONAL ADVISORY SERVICES FOR GUAM DEPARTMENT OF CORRECTIONS (DOC) NETWORK ASSESSMENT, DESIGN, AND IMPLEMENTATION SUPPORT SERVICES**

The Government of Guam will procure the professional services of a consultant through contractual services to Conduct a comprehensive network assessment and design a secure and reliable communication and data exchange system for the Department of Corrections (DOC).

The Bureau of Statistics and Plans and Department of Corrections will be implementing this project funded by the FY 2022 and FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Programs, administered by the U.S. Department of Justice.

#### **A. BACKGROUND**

The Guam Department of Corrections (DOC) is responsible for the 24-hour custody, care, and rehabilitation of adult law offenders. DOC operates the Adult Correctional Facility which consists of nineteen (19) housing units, the Hagåtña Detention Facility, the Women’s Facility and the Community Corrections Center. There are currently nine hundred thirty (930) prisoners (inmates and detainees) under the supervision of the department’s one hundred eighty-four (184) corrections officers.

As Guam’s only correctional facility, DOC requires a highly secure, reliable, and resilient network infrastructure to support:

1. Critical communications among staff and security personnel;

2. Surveillance and access control systems for prisoners and staff safety;
3. Secure data management for sensitive records, including prisoners' information and legal documentation;
4. Operational efficiency in daily facility management; integration with criminal justice information systems compliant with CJIS standards; resilience against natural disasters, such as typhoons, given the island's geographic isolation.

The DOC's facilities face unique challenges, including high-security requirements, limited redundancy options due to geographic constraints, and the need to comply with federal and territorial regulations. A comprehensive network assessment and design will ensure that the DOC's network infrastructure supports current operations, prevents unauthorized access and security breaches, and accommodates future expansion and technological upgrades, while adhering to 2 CFR Part 200 for federal grant management and Guam Procurement Law (5 GCA Chapter 5).

The DOC's current network infrastructure requires a technical refresh to:

- i. Address security vulnerabilities;
- j. Ensure data privacy and confidentiality;
- k. Improve operational efficiency; and
- l. Comply with industry standards and federal security regulations, including incident response planning per DOJ guidelines.

A robust network is critical for supporting DOC's day-to-day operations, including prisoner management, staff communication, security monitoring, and access control within correctional facilities.

The total federal funding allocated for this project is from FY 2022 and from FY 2023, subject to availability and compliance with DOJ Grants Financial Guide, including audit requirements under 2 CFR Part 200 Subpart F.

## **B. SCOPE OF SERVICES**

The DOC seeks proposals from qualified consultants to provide network assessment and design services for its Mangilao and Hagåtña facilities, which collectively support approximately 1,000 beds. **The scope includes, but is not limited to, the following services:**

### **1. Comprehensive Network Assessment**

#### **The consultant shall:**

- a. Evaluate DOC's existing network infrastructure at Mangilao and Hagåtña facilities.
- b. Assess compliance with relevant industry standards and best practices, including but not limited to HIPAA, NIST, and CJIS.
- c. Conduct physical site surveys, collect data on existing infrastructure, and perform traffic analysis as applicable.
- d. Perform environmental assessments, including temperature and humidity, to determine conditions affecting network equipment, and recommend resilient designs for typhoon-prone areas.

### **2. Hardened Prison-Grade Network Design**

#### **Based on the assessment findings, the consultant shall:**

- a. Develop a prison-grade network design that meets DOC operational and security requirements.

- b. Design a high-bandwidth, reliable fiber optic backbone, incorporating redundancy and failover to ensure continuous connectivity between facilities, with disaster recovery plans per NIST SP 800-34.
- c. Develop network topology and segmentation for optimal performance and security.
- d. Recommend and specify network devices, including switches, routers, and firewalls.
- e. Design a security architecture with intrusion detection and prevention systems.
- f. Integrate advanced surveillance and access control systems, covering approximately 500 security cameras and 200 security locks.
- g. Design a secure Wi-Fi network for staff and prisoners, supporting approximately 50 wireless access points, with appropriate access controls and content filtering compliant with CJIS mobile access policies.
- h. Design a wired Ethernet network for staff and client endpoints, supporting approximately 100 desktops and 20 printers.
- i. Incorporate robust cybersecurity measures, including firewalls, intrusion detection systems, and encryption, to protect against cyber threats, with regular penetration testing recommendations.
- j. Include redundancy and failover mechanisms to minimize downtime and maintain continuous operations.
- k. Ensure scalability to accommodate future DOC growth and expansion.
- l. Ensure interoperability with existing and planned DOC systems, including energy-efficient components for sustainability.

### **3. Monitoring and Management**

#### **The consultant shall oversee project implementation:**

- a. Develop a comprehensive monitoring and management plan for the new network infrastructure, including performance metrics, alert systems, and regular reporting protocols aligned with DOJ performance reporting requirements.
- b. Provide recommendations for network management tools and software to ensure efficient operation and proactive issue resolution.
- c. Establish procedures for ongoing security monitoring and incident response to maintain a hardened prison-grade network per CJIS and NIST guidelines.
- d. Define roles and responsibilities for network administration and support staff within DOC.

### **4. Close Out and Reporting**

#### **The consultant shall support project closeout:**

- a. Prepare a final project report detailing the network assessment findings, the proposed network design, and the implementation RFP development process, including financial reconciliation per 2 CFR Part 200.
- b. Conduct a close-out meeting with BSP and DOC to review project deliverables, address any outstanding issues, and provide recommendations for future network enhancements.
- c. Submit all project documentation, including network diagrams, technical specifications, and assessment reports, in an organized and accessible format, with digital copies for audit purposes.

## **5. Training and Capacity Building**

### **The consultant shall:**

- a. Develop and deliver training programs for DOC IT staff on the new network infrastructure, including configuration, maintenance, and troubleshooting, with hands-on sessions and certification recommendations.
- b. Provide documentation and knowledge transfer to ensure DOC staff can effectively manage and support the network post-implementation.
- c. Offer recommendations for ongoing professional development and certification for DOC IT personnel to enhance internal capacity.



Name of Owner

Principal Place of Business Street Address

% of Interest

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Page 1 of 4

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

--

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


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

Second Tier Own Name \_\_\_\_\_

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

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

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

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

Name	Principal Place of Business Street Address	Amount of Compensation

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

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

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

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_







**Section VIII. DECLARATION RE: COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

**(AG FORM 006)**

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

Name of Offeror Company:

\_\_\_\_\_

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

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage

Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

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

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

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Signature

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





01262 - Personnel Assistant (Employment) II	18.86
01263 - Personnel Assistant (Employment) III	21.02
01270 - Production Control Clerk	25.27
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	16.86
01311 - Secretary I	16.86
01312 - Secretary II	18.86
01313 - Secretary III	21.02
01320 - Service Order Dispatcher	16.86
01410 - Supply Technician	23.15
01420 - Survey Worker	18.69
01460 - Switchboard Operator/Receptionist	10.98
01531 - Travel Clerk I	15.02
01532 - Travel Clerk II	16.85
01533 - Travel Clerk III	18.26
01611 - Word Processor I	15.02
01612 - Word Processor II	16.86
01613 - Word Processor III	18.86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.14
05010 - Automotive Electrician	17.97
05040 - Automotive Glass Installer	16.81
05070 - Automotive Worker	16.81
05110 - Mobile Equipment Servicer	14.42
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.81
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.20
05250 - Motor Vehicle Upholstery Worker	15.64
05280 - Motor Vehicle Wrecker	16.81
05310 - Painter, Automotive	17.97
05340 - Radiator Repair Specialist	16.81
05370 - Tire Repairer	12.98
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.43
07041 - Cook I	16.18
07042 - Cook II	18.86
07070 - Dishwasher	10.00
07130 - Food Service Worker	10.57
07210 - Meat Cutter	13.36
07260 - Waiter/Waitress	9.89
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47
09110 - Furniture Repairer, Minor	17.15
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	

11030 - Cleaner, Vehicles	10.49
11060 - Elevator Operator	10.67
11090 - Gardener	16.81
11122 - Housekeeping Aide	10.67
11150 - Janitor	10.67
11210 - Laborer, Grounds Maintenance	12.71
11240 - Maid or Houseman	10.59
11260 - Pruner	11.37
11270 - Tractor Operator	15.39
11330 - Trail Maintenance Worker	12.71
11360 - Window Cleaner	11.92
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electro neuro diagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.91
12222 - Nursing Assistant II	14.52
12223 - Nursing Assistant III	15.85
12224 - Nursing Assistant IV	17.79
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45

13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70
15120 - Tutor	15.70

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.60
16030 - Counter Attendant	11.60
16040 - Dry Cleaner	13.23
16070 - Finisher, Flatwork, Machine	11.60
16090 - Presser, Hand	11.60
16110 - Presser, Machine, Drycleaning	11.60
16130 - Presser, Machine, Shirts	11.60
16160 - Presser, Machine, Wearing Apparel, Laundry	11.60
16190 - Sewing Machine Operator	13.79
16220 - Tailor	14.34
16250 - Washer, Machine	12.14
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.87
21030 - Material Coordinator	25.27
21040 - Material Expediter	25.27
21050 - Material Handling Laborer	13.83
21071 - Order Filler	10.67
21080 - Production Line Worker (Food Processing)	15.87
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	17.46
21150 - Stock Clerk	24.56
21210 - Tools And Parts Attendant	15.87
21410 - Warehouse Specialist	15.87
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04

23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15
23290 - Fire Alarm System Mechanic	17.12
23310 - Fire Extinguisher Repairer	15.81
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81
23370 - General Maintenance Worker	14.03
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.66
23440 - Heavy Equipment Operator	18.87
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	26.47
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.87
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09
24570 - Child Care Attendant	10.27
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	15.47

24620 - Family Readiness And Support Services Coordinator	16.09
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.89
27007 - Baggage Inspector	10.63
27008 - Corrections Officer	14.59
27010 - Court Security Officer	14.59
27030 - Detection Dog Handler	11.89
27040 - Detention Officer	14.59
27070 - Firefighter	14.59
27101 - Guard I	10.63
27102 - Guard II	11.89
27131 - Police Officer I	14.59
27132 - Police Officer II	16.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.68
28042 - Carnival Equipment Repairer	14.95
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.50
28310 - Lifeguard	11.60
28350 - Park Attendant (Aide)	16.21
28510 - Recreation Aide/Health Facility Attendant	13.02
28515 - Recreation Specialist	20.09
28630 - Sports Official	12.91
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.62
29020 - Hatch Tender	28.62
29030 - Line Handler	28.62
29041 - Stevedore I	26.63
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2) 34.99
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51

30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	21.15
30362 - Paralegal/Legal Assistant II	26.20
30363 - Paralegal/Legal Assistant III	32.04
30364 - Paralegal/Legal Assistant IV	38.76
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21
30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.96
30621 - Weather Observer, Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	8.97
31030 - Bus Driver	12.75
31043 - Driver Courier	10.53
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	12.48
31310 - Taxi Driver	11.41
31361 - Truckdriver, Light	11.50
31362 - Truckdriver, Medium	12.48
31363 - Truckdriver, Heavy	17.88
31364 - Truckdriver, Tractor-Trailer	17.88
99000 - Miscellaneous Occupations	

99020 - Cabin Safety Specialist	17.27
99030 - Cashier	10.51
99050 - Desk Clerk	10.13
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	26.81
99252 - Laboratory Animal Caretaker II	29.29
99260 - Marketing Analyst	21.54
99310 - Mortician	29.28
99410 - Pest Controller	16.07
99510 - Photofinishing Worker	15.39
99710 - Recycling Laborer	19.05
99711 - Recycling Specialist	25.72
99730 - Refuse Collector	18.04
99810 - Sales Clerk	11.36
99820 - School Crossing Guard	19.81
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	26.81
99841 - Vending Machine Repairer	34.14
99842 - Vending Machine Repairer Helper	26.81

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month\*

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans'

Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:  
If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like;

minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

## Section XI. SUBCONTRACTOR UTILIZATION FORM

RFP NO.	PROJECT TITLE:	
NAME OF PRIME OFFEROR:	E-MAIL ADDRESS:	
ADDRESS:		
TELEPHONE NO.:	FAX NO.:	
The following subcontractors <sup>1</sup> (if known at the time of proposal submission) will be used on this Project (continue list on additional page if necessary):		
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS:	TYPE OF WORK TO BE PERFORMED:	ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT:
EMPLOYER IDENTIFICATION NUMBER	ESTIMATED START AND COMPLETION DATE	GEOGRAPHICAL AREA OF PERFORMANCE
I certify under penalty of perjury that the foregoing statements are true and correct. In the event that substitution or replacement of a subcontractor is required, I will adhere to the substitution or replacement requirements of the Government of Guam.		
_____	_____	
<b>Signature of Prime Contractor</b>	<b>Date</b>	
_____	_____	
<b>Print Name</b>	<b>Title</b>	

## Section XII. CONFLICT OF INTEREST DISCLOSURE FORM

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

### 1. Definitions.

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

### 2. Required Disclosures.

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

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

3. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”) with regard to any member of a DOC Procurement evaluation or selection team?
4. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers?
5. Does the Offeror or any Associate of the Offeror have any past, present or currently planned interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”) with respect to performing the work for the DOC?
6. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee’s vote, official action or judgment would be influenced thereby?
7. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within one year after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the one-year period?
8. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for the DOC?
9. Does the prospective Contract include development of an environmental assessment (EA) or environmental impact statement (EIS)?
10. If a Procurement is to obtain personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract?
11. Has the Offeror or any Associate of the Offeror entered into personal services contract(s) with the DOC for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement?

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

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

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

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

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

#### **Standards of Conduct Policy Regarding Former Department of Corrections Employees**

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

Use of a former DOC employee by an Offeror on the same, or substantially similar Procurement, for which the employee performed a role or function for the DOC, unless mitigated to the satisfaction of the DOC, is prohibited for a period of one year following separation of employment with the DOC. Roles and functions of particular concern include drafting specifications or statements of work, reviewing or scoring a bid or proposal, authorizing service or assigning work, awarding a Contract, administering a Contract, or overseeing Contractor's performance. The DOC may determine that the role or Procurement is not substantially similar because of differences in location of the Project or work, because of the type and method of Procurement, because the employee did not participate personally or substantially in the procurement, because the role performed was minor in nature, such as a technical sufficiency review, or because the Civil Service Commission has granted the employee an applicable waiver. Examples of mitigation that may, in appropriate situations, be acceptable to the DOC include separation of certain decision-making functions concerning the Project, not using the employee in preparation of proposals but allowing them to perform work on the Project, and not having the employee have direct contact with DOC staff formerly under his/her supervision.

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

#### **Standards of Conduct Regarding Current Department of Corrections Employees Conflicts of Interest**

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

- The policies of the Guam Procurement Law (5 GCA § 5001, et seq) encourage public contracting competition that supports openness and impartiality to the maximum extent possible, while recognizing that the nature of effective and meaningful competition depends upon the service being procured.

- According to 5 GCA §§ 5001(b), 5003, and 5625, a sound and responsive public contracting system should instill public confidence through ethical and fair dealing, honesty, and good faith on the part of government officials and those who do business with the government.

- Article 11 of the Guam Procurement Law, Ethics in Public Contracting, and Article 2 of the Standards of Conduct for Elected Officers, Appointed Officers and Public Employees of the Government of Guam prohibit conflicts of interest of Public Employees and prohibit Public Employees from obtaining outside financial benefits for the exercise of their official duties. Among the prohibitions are offering a public employee a fee, a pledge of future employment, or anything valued in excess of \$200 based on an understanding that the offer would influence the public employee's official action or judgment.

- 5 GCA § 5632(a) provides the following: "Contemporaneous Employment Prohibited. Except as may be permitted by regulations pursuant to this Chapter or pursuant to Title 4 GCA, or rulings of the Civil Service Commission pursuant to this Chapter, it shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the governmental body by whom the employee is employed. Notice of this provision shall be provided in accordance with regulations promulgated by the Civil Service Commission."

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

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

- (2) contract;

- (3) claim; or

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

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

The term sells as used herein means signing a bid, proposal, or contract; negotiating a contract, contracting any employee for the purpose of obtaining, negotiating or discussing changes in specifications, price, cost allowances or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefor is subsequently negotiated by another person; provided,

however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with this Territory, nor shall a former employee be precluded from serving as a consultant to this Territory."

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

· 4 GCA § 15204 (a), (b), (c), and (d) provide: "No employee shall use or attempt to use an official position to secure or grant unwarranted privileges, exemptions, advantages, contracts, or treatment, for himself or herself, a spouse, children, or others, including but not limited to the following:

(a) seeking other employment or contract for services by the use or attempted use of the individual's office or position;

(b) accepting, receiving, or soliciting compensation for the performance of official duties or responsibilities except as provided by law;

(c) using government time, equipment, or other facilities for private business purposes;

(d) soliciting, selling, or otherwise engaging in a financial transaction with a subordinate or a person or business whom the employee inspects or supervises in official capacity."

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

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

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

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

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

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

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

compensation on such bill, contract, claim, or other transaction or proposal before the Legislature or territorial agency of which the individual is an employee.

(e) No employee shall assist any person or business or act in a representative capacity before a territorial agency for a fee or other compensation, on any bill, contract, claim, or other transaction or proposal involving official action by the agency if the employee has official authority over that agency unless such employee has complied with the disclosure requirements of § 15208.”

· 4 GCA § 15206 states: “Contracts.

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

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

The DOC’s COI Guidelines embody the intent of encouraging competition through openness, impartiality, and public disclosure of relevant information (and the

avoidance of conflicts of interest) as described in Guam's Procurement Law, Title 5, Chapter 5, Article 11, Ethics in Public Contracting; Title 4, Chapter 15, Standards of Conduct for Elected Officials, Appointed Officers, and Public Employees of the Government of Guam, The Guam Department of Administration Personnel Code of Conduct and the DOC's afore listed Standards of Conduct Policies or any other applicable governmental ethics policies.

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

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

It is the policy of the DOC to avoid, neutralize, or mitigate organizational conflicts of interest that might exist for all procurements. Each individual contracting situation shall be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it. The principles underlying this policy are: (1) preventing the existence of conflicting roles that might bias an

Offeror's judgment; and (2) Preventing unfair competitive advantage. In addition to the other situations described in these COI Guidelines, an unfair competitive advantage exists where an Offeror competing for award of any DOC contract possesses: (1) proprietary information that was obtained from a Public Employee without proper authorization; or (2) source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that Offeror in obtaining the contract.

The following situations constitute organizational conflicts of interest.

This listing is not exhaustive:

- A conflict of interest exists when an Offeror that provides systems engineering and technical direction for a system is awarded a contract to supply the system or any of its major components; or is a subcontractor or consultant to a supplier of the system or any of its major components; even if the Offeror did not have overall contractual responsibility for the system's development, its integration, assembly, and checkout, or its production. In this example, systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system's basic concepts and supervising their execution by other contractors. Therefore, this Offeror should not be in a position to make decisions favoring its own products or capabilities.

- A conflict of interest exists when an Offeror develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation covering non-developmental items, to be used in a competitive procurement, and also submits a proposal or bid to be allowed to furnish these items, either as a prime contractor or as a subcontractor, for a reasonable period of time including, at least, the duration of the initial contract.

- If a single contractor develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation for non-developmental equipment, that contractor should be eliminated for a reasonable time from competition for production based on the specifications. This should be done in order to avoid a situation in which the contractor could draft specifications favoring its own products or capabilities. In this way the Government can be assured of getting unbiased advice as to the content of the specifications and can avoid allegations of favoritism in the award of production contracts.

(i) When an Offeror develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation to be used in competitively acquiring a system or services, or provides material leading directly, predictably, and without delay to such a statement of work, scope of services, or technical specifications, it is a conflict of interest if that Offeror submits a Proposal or bid to supply the system, major components of the system, or the services, unless: It is the sole source;

(ii) It has participated in the development and design work; or

(iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.

- Agencies should normally prepare their own statements of work, and scopes of services. When contractor assistance is necessary to develop, prepare, furnish, or draft any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation, the contractor is in a position to favor its own products or capabilities. To overcome the possibility of bias, Offerors are prohibited from supplying a system or services acquired on the basis of a statement of work or scope of services growing out of their services, unless:

- (i) It is the sole source;
- (ii) It has participated in the development and design work; or
- (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.

- It is a conflict of interest for a contractor to participate in the evaluation of products or services that it offers. Contracts for the evaluation of offers for products or services shall not be awarded to an Offeror that will evaluate its own offers for products or services, or those of a competitor.

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

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

- It is not an organizational conflict of interest for Offerors that furnish, at Government request, specifications or data regarding a product they provide, even though the specifications or data may have been paid for separately or in the price of the product.

- It is not an organizational conflict of interest where Offerors, acting as industry representatives, help Government agencies prepare, refine, or coordinate specifications, regardless of source, provided this assistance is supervised and controlled by Government representatives.

It is further the policy of the DOC to restrict Offeror's use of confidential or proprietary information obtained from previous affiliations with the DOC or the

Government when competing for the DOC contracts. When a contractor requires proprietary information to perform a Government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information: (1) furnished voluntarily without limitations on its use; or (2) available to the Government or contractor from other sources without restriction. In addition, a contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The Offeror shall provide the DOC with copies of these agreements and ensure that they are properly executed. Contractors also obtain proprietary and source selection information by acquiring the services of marketing consultants which, if used in connection with an acquisition, may give the contractor an unfair competitive advantage. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage, and must disclose these relationships to the DOC on the COI Disclosure Form.

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

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

The primary rule governing Organizational Conflicts of Interest in Design-Build transactions is 23 CFR § 636.116. This rule affects not only Design-Build procurements, but also "any contract for engineering services, inspection or technical

support in the administration of the Design-Build contract.” Following is a summary of this federal rule (DOC’s COI Guidelines apply this rule to design-bid-build and non-A&E activities as well):

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

No Offeror or any Associate of an Offeror in connection with a Transportation Project shall have, directly or indirectly, any interest, other than his employment or retention by a State or other governmental instrumentality, in any Contract in connection with such Project. No firm or an Associate of an Offeror shall have, directly or indirectly, any interest in any real property acquired or

to be acquired for a Project unless such interest is openly disclosed upon the records of the DOC’s and such Offeror or Associate has not participated and will not participate in such acquisition for and in behalf of the DOC’s (see 23 CFR § 1.33).

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

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

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

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

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

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

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

**5. COI Disclosure Process.**

An Offeror shall certify its compliance with these COI Guidelines at the time of submitting a Proposal

to DOC, during the Procurement Process, and during the time of performance of any awarded Contract with DOC. If submission of COI Disclosure Form(s) is required per these COI Guidelines or a specific Procurement or Contract, an Offeror shall represent the correctness of a completed COI Disclosure Form. If an Offeror has any changes to its staffing or organization (whether before or after entering a Contract) that result in an Actual, Apparent or Potential Conflict of Interest (Individual or Organizational) per these COI Guidelines or per the criteria of any COI form associated with a particular Procurement or Contract, any such changes shall be disclosed within ten (10) business days via submittal of a Correct and signed COI Disclosure Form.

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

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

The DOC's COI determination is based on a number of factors such as:

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

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

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

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

1. A Design-Build solicitation requires the responding teams to propose how to manage site features that were uncovered by a geotechnical engineering Offeror. The Offeror's reports to the DOC on the Project are available to the public. A multi-specialty engineering Offeror that is the parent company of the geotechnical engineering Offeror submits a proposal to design the overall

Project. Depending on the particular mitigating facts, the DOC might determine in writing that the multi-specialty engineering Offeror is eligible to propose.

## **DEFINITIONS**

The following definitions apply to these COI Guidelines and the DOC's COI Disclosure Form:

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

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

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

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

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

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

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

**“COI Disclosure Form”** means a manually signed disclosure of any Actual Conflict of Interest, Apparent Conflict of Interest or Potential Conflict of Interest documented in the form of DOC's COI Disclosure Form.

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

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

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

to a Procurement.

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

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

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

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

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

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

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

**“Potential Conflict of Interest”** means that an individual or Offeror, as a result of current plans, may reasonably be expected to have an actual conflict of interest. “Potential Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the

person's relative, or a business with which the person or the person's relative is associated, unless the pecuniary benefit or detriment arises out of the following: (a) an interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position; (b) any action in the person's official capacity which would affect, to the same degree, a class consisting of all inhabitants of the state or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged; or (c) membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

**"Procurement"** means a Request for Proposals (RFP), Request for Quotes (RFQ), Request for Information (RFI), Invitation for Bid (IFB), or any other form of solicitation or Procurement by DOC.

**"Project"** means any proposed or existing undertaking pertaining to such programs that are assigned to DOC under applicable law.

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

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

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

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

**"Relative"** (of a Public Employee) means:

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

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

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

**(print name)**

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

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**(Company Name)**

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**(Title)**

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**(Signature)**

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**(Date)**