



**JUDICIARY OF GUAM**  
Guam Judicial Center  
120 West O'Brien Drive Hagåtña, Guam 96910  
[www.guamcourts.org](http://www.guamcourts.org)

**REQUEST FOR PROPOSALS (RFP)**  
**NO. 25-08**

**WEBSITE DESIGN SERVICES**

The Judiciary of Guam is accepting proposals from qualified firms/individuals to **provide Website Design Services** for the Judiciary of Guam.

Interested and qualified firms/individuals may request for an electronic copy of the RFP package at the Procurement Office located in Guam Judicial Center, 1<sup>st</sup> Floor, 120 West O'Brien Drive in Hagåtña beginning **June 3, 2025 (Guam Standard Time)** from **8:00 am to 5:00 pm, Monday thru Friday, except Government of Guam holidays**.

All Proposals must be submitted to the Procurement Office **no later than 2pm, June 24, 2025 (Guam Standard Time)**. **Late proposals will not be considered.** For any periodic updates of the RFP please visit the Judiciary's website <http://guamcourts.org>.

For more information, and to request for electronic copy of the RFP, please contact the Procurement Office at **(671) 300-7994/475-3175/3393/3141/3290** or email at [mantonio@guamcourts.gov](mailto:mantonio@guamcourts.gov) and/or [kperez@guamcourts.gov](mailto:kperez@guamcourts.gov).

*FOR*   
**DANIELLE T. ROSETE**  
Administrator of the Courts

**This notice is paid with Government of Guam funds by the Judiciary of Guam.**  
**"The Judiciary of Guam is an equal opportunity provider and employer."**



## ACKNOWLEDGEMENT OF RECEIPT OF RFP

**RFP No.: 25-08**

Attention: Procurement & Facilities Management Division


From: \_\_\_\_\_

**Subject: Registration to Provide Website Design Services for the Judiciary of Guam**

To register as an interested party, you must complete and email the following information to the Judiciary of Guam at [mantonio@guamcourts.gov](mailto:mantonio@guamcourts.gov) and/ [kperez@guamcourts.gov](mailto:kperez@guamcourts.gov), **no later than 4:00 P.M., June 10 2025, Guam Standard Time**. The Judiciary of Guam cannot guarantee that you will receive any amendments or notices to the **RFP** that may be issued unless the information below is completed and submitted as provided herein.

<b>Date:</b>	
<b>Company Name:</b>	
<b>Contact Person &amp; Title:</b>	
<b>Contact Information:</b>	Telephone No.: (       )
	Facsimile No.: (       )
	E-Mail address:
	E-Mail address:
<b>Mailing address:</b>	
<b>Street address:</b>	

Prescribed By: <b>Judiciary of Guam</b>	<b>REQUEST FOR PROPOSAL</b> (SERVICE CONTRACT)	Page No. 1	Number of Pages
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Issued By:  <b>DANIELLE T. ROSETE,</b> Administrator of the Courts	Address: <b>JUDICIARY OF GUAM</b> <b>GUAM JUDICIAL CENTER</b> <b>PROCUREMENT SECTION</b> <b>120 WEST O'BRIEN DRIVE</b> <b>HAGATÑA, GUAM 96910</b> <a href="http://www.guamcourts.org">www.guamcourts.org</a> Tel: (671) 300-7994/475-/3175/3141/3212 Fax: (671)477-8009
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<b>Date Issued: June 3, 2025</b>	<b>Request For Proposal No.: 25 - 08</b>
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Sealed Proposals (1) original, (2) copies and (1) Flash Drive, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PROPOSAL, ITS SCHEDULE AND THE ATTACHED GENERAL PROVISIONS, will be received at the above office until: **2:00 o'clock p.m. June 24, 2025, Guam Standard Time.**

General information and instructions to offerors are contained in the terms and conditions attached.

<b>SCHEDULE</b>
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Item No.	Supplies or Services	Quantity (No. of Units)	Unit	Unit Price	Amount
1.	Website Design Services  (See Attached Exhibit B for Scope of Services)	<b>Please leave this space blank when submitting proposals.</b> ***** <b>See General Terms for instructions.</b>			

Proposal	Date
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Offers providing less than **ninety (90) calendar** days for Government acceptance after the date offers are due will not be considered and will be rejected.

Indicate Whether: ( ) Individual ( ) Partnership	( ) Corporation Incorporated in the state of:
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NAME AND ADDRESS OF OFFEROR: (Type or Print)  _____ _____ _____ _____	SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS PROPOSAL:  _____
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AWARD:	CONTRACT NO.:	DATE:
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Accepted as to items numbered Amount  \$ _____  Invoice for payment should be mailed to:  _____  Payment will be made by:	By: _____ Contracting Officer  _____ Accounting and Appropriation Date
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# **RFP SUBMISSION CHECKLIST**



The following check list has been prepared to assist you in preparation of your proposal submission. Please review the check list below to confirm that all documents required have been submitted in your proposal prior to submission.

## **AMENDMENT ACKNOWLEDGEMENT- (If Applicable)**

Reference Section III (A) of the Request for Proposal

Receipt of all amendments issued pertaining to this solicitation shall be acknowledged in your proposal.

### **Example:**

I have received the following amendments:

<b>Amendments/Addendums</b>	<b>Date</b>
Amendment #1	3/25/16
Amendment #2	3/29/16

**AFFIDAVITS** - One original must be submitted with your proposal.

**Reference #9-#10 & #15-#17-#31 of the General Terms and Conditions**

The affidavits must be signed within **60 days** of the date the proposal is due. Date of Signature of the person authorized to sign the bid and the notary date must be the same.

- ☐ Affidavit Disclosing Ownership and Commission (**Attachment A**)
- ☐ Form of Non-Collusion Affidavit (**Attachment B**)
- ☐ Affidavit re: Ethical Standards (**Attachment C**)
- ☐ Representation re: Contingent Fees (**Attachment D**)
- ☐ Declaration re: Compliance with US Department of Labor Wage Determination (**Attachment E**)
- ☐ (**Attachment F**) References
- ☐ (**Attachment G**) Acceptance of ALL RFP Terms and Conditions

## **Proposal**

- ☐ Signed copy of the proposal.

## **LICENSING & CERTIFICATES (Must be current or not expired)**

**Reference #4 of the General Terms and Conditions**

- ☐ Copy of a valid business license and/or certificate

Please be advised that the Judiciary of Guam procurement is governed by the Judicial Council of Guam Procurement Rules & Regulations, a copy of which can be found on the Judiciary's website at [www.guamcourts.org](http://www.guamcourts.org) . As such prospective vendors or service providers should not rely on the Department of Administration's General Services Agency's Procurement Regulations when participating in any procurement processes with the Judiciary of Guam.

**JUDICIARY OF GUAM**  
**Request for Proposals No. RFP 25-08**

Item No.	Description of Services
1.	Website Design Services (See Exhibit B for Scope of Services)

**I. GENERAL INFORMATION**

- A. **Purpose:** This Request for Proposals (RFP) is issued to solicit proposals from qualified, responsible and established entities known to be experienced and regularly engaged in providing the services and/or products sought in this RFP. **Scope of Services is listed in Exhibit B.**
- B. **Authority:** This RFP is governed by the Judicial Council of Guam Procurement Regulations adopted on March 19, 2004, as amended, and the applicable laws of Guam.
- C. **Issued By:**  
Danielle T. Rosete, Administrator of the Courts (Purchasing Officer)  
Judiciary of Guam  
Guam Judicial Center  
120 West O'Brien Drive  
Hagåtña, Guam 96910
- D. **Date Issued:** This RFP is issued **June 3, 2025.**
- E. **Date Due:** All original copies of proposals must be submitted by **2:00 p.m. on June 24, 2025 Chamorro Standard Time.** Late proposals will not be considered.

**Proposals 1. Hand-delivery, Courier Service, USPS Mail.** One (1) original, two (2) copies and (1) Flash Drive, of the bid proposals must be submitted in a sealed envelope addressed to the Judiciary of Guam (hereinafter "Judiciary") and clearly marked **RFP 25-08**. The Offeror's name, address and phone numbers must also be identified on the envelope. Proposals must be delivered or mailed to the address below and received by the Due Date indicated below.

Judiciary of Guam  
Procurement & Facilities Management Office  
Guam Judicial Center  
120 West O'Brien Drive  
Hagåtña, Guam 96910

2. **Email:** A copy of a proposal may be emailed to [mantonio@guamcourts.gov](mailto:mantonio@guamcourts.gov) and/or [kperez@guamcourts.gov](mailto:kperez@guamcourts.gov). Multiple emails may be used if the size of the proposal prevents sending in one email. Offerors should also indicate the manner in which they are submitting their proposals, whether via hand-delivery, courier service, USPS mail, and/or by email.

Offerors who choose to submit their proposals by email must ensure that the emailed proposal is received by the Judiciary by the Due Date. Offerors are also required to send hard copies of their proposal, which include one original and two copies, via courier service or USPS mail to the specified address above. These hard copies must reach the Judiciary within two weeks of submitting the email proposal. The emailed proposal must be an exact copy of the hard copies; if there are any differences between the emailed submission and the hard copies, the Judiciary will reject the proposal.

- G. **Place:** Proposals must be submitted to the Procurement & Facilities Management Office located at the Guam Judicial Center, 1<sup>st</sup> Floor, 120 West O'Brien Drive, in Hagåtña, Guam.

- H. **Questions:** Questions concerning this RFP may be directed to:  
Marissa C. Antonio  
Deputy Procurement & Fac. Mgt. Administrator  
Procurement & Facilities Management Office  
Guam Judicial Center  
120 West O'Brien Drive  
Hagåtña, Guam 96910  
Tel: (671) 475-3175/3393/3141  
Fax: (671) 477-8009  
Email: [mantonio@guamcourts.gov](mailto:mantonio@guamcourts.gov) and/or [kperez@guamcourts.gov](mailto:kperez@guamcourts.gov)

- I. **Questions/Inquiries Due Date:** The last day that the Judiciary will receive questions or inquiries regarding this RFP is **June 12, 2025 at 5:00 p.m.**

J. **PRE-PROPOSAL CONFERENCE & SITE-VISIT**

- a) To assist interested Offerors in preparing a thorough proposal, the Judiciary may schedule a pre-proposal conference and a site-visit (if applicable). The purpose of the meeting will be to address any questions or concerns regarding the proposal.

- b) All potential Offerors are **strongly encouraged** to attend this conference in order to ask questions and provide comment on the RFP. Attendance is not mandatory to submit a question; however, Offerors are strongly encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- c) Offerors are strongly encouraged to advise the Judiciary's Procurement & Facilities Management Division of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

## II. **QUALIFICATIONS**

Offeror qualifications will be based on the following:

- A. The ability, capacity, and skill of the Offeror to perform;
- B. Whether the Offeror can perform promptly or within the specified time;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Offeror;
- D. The quality of performance of the Offeror with regards to awards previously made to it;
- E. The previous and existing compliance by the Offeror with laws and regulations relative to procurement;
- F. The sufficiency of the financial resources and ability of the Offeror to perform.

## III. **AMENDMENTS TO THE RFP AND MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

- A. Amendments/addendums to the RFP shall be identified as such and shall require that each Offeror acknowledge receipt of all amendments/addendums in its proposal. Failure to acknowledge any amendments/addendums issued may result in disqualification from the RFP. Amendments/addendums shall be sent to all prospective Offerors known to have obtained this RFP. Amendments/addendums shall be distributed within a reasonable time to allow prospective Offerors to consider in preparing their proposals.

**Amendments/Addendums**

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

**Date**

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

Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

#### **IV. HANDLING AND OPENING OF PROPOSALS**

Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be established that shall include, for all proposals, the name of the Offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of proposals shall be opened to the public only after award of the contract. Proposals of Offerors who are not awarded the contract shall not be open to public inspection.

#### **V. EVALUATION OF PROPOSALS**

A. This section describes the guidelines used for analyzing and evaluating the proposals. It is the Judiciary's intent to select an Offeror for contract negotiations that will provide the best overall service package to the Judiciary inclusive of price considerations. Offerors selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the Judiciary's right to solicit contracts for similar or identical services if, in the Judiciary's sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs.

The Purchasing Officer or his/her assignee shall evaluate the proposals and may conduct discussions with any Offerors pursuant to the Judiciary's Procurement Regulations. The Purchasing Officer or his/her assignee shall then select, in order of their qualification ranking based on the following criteria and point schedule, no fewer than three (3) acceptable Offerors (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services. The qualification ranking shall be determined by the following evaluation criteria and weighed point schedule.

B. **QUESTION AND ANSWER INTERVIEW** After an initial evaluation process, a question-and-answer interview may be conducted with the Offeror, if deemed necessary by the Judiciary. In addition, the Judiciary may request to visit sites where proposed equipment is in operation. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Judiciary location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the Judiciary.



No.	Criteria	Points
1.	Proposal contents and conformance with RFP requirements: Completeness of the proposal in responding to the items listed and information requested in this RFP. Proposals that do not provide all of the information required by this RFP could have points deducted under this criterion or the proposals could be deemed non-responsive depending upon the importance of the information, at the Judiciary's discretion.	15 Points
2.	Experience/reliability of organization and expertise of personnel: Experience, qualifications and ability to perform services as reflected by education, training, general and specific experience of key personnel, including the primary point of contact, to be assigned to perform the services. The experience of the Offeror in providing the required services to government entities similar to the Judiciary of Guam and the Offeror's overall experience in <b>Website Design Services</b> will also be assessed.	25 Points
3.	Proposed methodologies and processes to accomplish the work and capacity to accomplish the work in the required time.	20 Points
4.	A record of past performance of similar work in terms of cost control, quality of work, and compliance with performance schedules.	15 Points
5.	Proposed Price.	25 Points
<b>TOTAL MAXIMUM POINTS:</b>		<b>100 Points</b>

## VI. NEGOTIATION AND AWARD OF CONTRACT

- A. Following the evaluation and ranking of the proposals, the best qualified Offeror will be promptly notified. The Purchasing Officer conducting the procurement or a designee of such officer shall negotiate a contract with the best qualified Offeror at the determined in writing to be fair and reasonable. Contract negotiations shall be directed toward: (1) ensuring certain requirements are met in providing the required services; (2) determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation that is fair and reasonable, and doing so while taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
- B. If compensation, contract requirements, and contract documents can be agreed upon with the best qualified Offeror, the contract will be awarded to that Offeror, although no award will be made until the Offeror provides proof of a valid Guam Business License.

- C. Written notice of award shall be public information and made a part of the contract file. If compensation, contract requirements, and contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons thereof shall be placed in the file and the Purchasing Officer shall advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three (3) business days. Upon failure to negotiate a contract with the best qualified Offeror, the Purchasing Officer may cancel the procurement or may enter into negotiations with the next most qualified Offeror. If compensation, contract requirements, and contract negotiations can be agreed upon, then the contract shall be awarded to that Offeror.
- D. If no contract can be negotiated with the Offerors initially selected as the best qualified Offerors, the Purchasing Officer may cancel the RFP or proposals may be re-solicited or additional Offerors may be selected on their original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the Judiciary's Procurement Regulations until an agreement is reached and the contract is awarded.

## **VII. GENERAL REQUIREMENTS AND PROVISIONS**

- A. The Judiciary is willing to consider proposals from consortia if all of the required expertise is not available from one firm. All conditions and proposals submittal requirements in this RFP apply to all members of a consortium.
- B. Having made a selection partly on the basis of an evaluation of the personnel presented in the Offeror's proposal, the Judiciary will expect assurances at the time of contract negotiations that the specific team members on which the proposal was rated will be available to perform the services requested. For consortia, joint ventures, and subcontracting arrangements, the Offeror must present copies of valid contracts between all parties as assurance.
- C. Pursuant to Guam law, this RFP and any contract awarded hereunder are subject to appropriation and the availability of funds.
- D. If funds are not approved by the Judicial Council or the Guam Legislature in the fiscal year following any contract entered into between the parties, the contract or subsections thereof may expire at the end of the existing fiscal year for which funds have been appropriated.
- E. The continuation of services under this Request for Proposal is contingent upon the availability of funds. If the Judiciary's funding from federal, local, or other sources is

not secured or maintained at levels sufficient to support the procurement of the specified services, this Request for Proposal may be modified or terminated accordingly.

- F. The Judiciary reserves the right without prejudice to reject all proposals of Offerors which have been submitted in response to this RFP, if it is determined to be in the best interest of the Judiciary, for any reason allowed by law and/or regulation or for any reason whatsoever.
- G. This RFP and any contract awarded hereunder shall be construed under the Judiciary's Procurement Regulations and the applicable laws of Guam.

## VIII. CONTENTS OF PROPOSALS

Proposals submitted by Offeror must contain, at a minimum, the following:

- A. Name and address of the Offeror's local and main office(s), including name and telephone/facsimile number of the person to be contacted relative to the proposal on a one (1) page cover letter.
- B. A brief description of the Offeror's organization with summaries of recent experience with the preparation of procurement documents for services related to Website Design Services as listed in **Exhibit B**. The list of specifications provided in **Exhibit B** is intended to be illustrative samples of the type of projects to be pursued and is not intended to be a comprehensive list of the scope of work, projects, or activities to be undertaken for this project.
- C. A listing of other projects/contracts for the Website Design Services similar in scope, size or discipline to this RFP.
- D. Narrative of the Offeror's methodology, provided in as much detail as practical for accomplishing the required services, and a description of the Offeror's business experience and expertise as it relates to the work effort required.
- E. Project Timeline: A detailed timeline with specific milestones and deadlines for each phase of the project must be included.
- F. Comments and suggested alternative work tasks that may be considered to meet the intent of the Scope of Services in **Exhibit B**, which would reasonably accomplish the same end product without limiting scope or quality.

- G. Three (3) references (client contact and telephone no.) from other projects in which similar services, as stated in the Scope of Services for this RFP, were required. Please use **Attachment F: References Form**.
- H. Any additional information that the Offeror feels is relevant or will aid the Judiciary in accurately determining its qualifications.
- I. A statement designating those portions of the proposals which contain trade secrets or other proprietary data, if any, which are requested to remain confidential.
- J. Offerors may be asked to provide a demonstration of the proposed solution(s).

## **IX. AGREEMENT TERMS AND REQUIREMENTS**

- A. **Licensing:** Offerors awarded the agreement and their sub-consultant(s), employees or agents thereof, performing work per agreement awarded under this RFP, must have at all times throughout the duration of their performance of the work, all appropriate, valid license(s) required under law to provide the work being performed. If the possession of any license(s) is required under law for the performance of the work, the Contractor must ensure that the work will either be performed by an appropriately licensed individual or under the direct supervision of an appropriately licensed individual.
- B. **Wage Determination:** In accordance with 5 GCA §§ 5801 and 5802, as may be applicable, the Offeror certifies that any of its employees whose purpose, in whole or part, is the direct delivery of service contracted by the Judiciary shall be paid in accordance with the Wage Determination for Guam 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 Judiciary, including health and other similar benefits.

- C. **Performance Guarantee:**

The Judiciary requires awarded offeror to comply with and perform the services required by this RFP and the agreement. The Judiciary will conduct a performance evaluation after the agreement expires. If the awarded offeror's evaluation is below satisfactory, it may have a negative impact the next time the offeror participates in the Judiciary's RFP and/or IFB.

**X. SCOPE OF SERVICES**

The services and/or products sought in this IFB are described in **Exhibit B – Scope of Services**, which are attached and incorporated herein by this reference.

**XI. PRICE**

By submitting a price in the attached **Exhibit C – Pricing Sheet**, and signing this RFP, Offeror declares that the instructions, requirements and specifications contained herein have been carefully examined and are fully understood and that offeror agrees to furnish all labor, materials, tools, supervision, equipment, and services required for this project, and to sustain all expenses incurred in performing the work, including insurance fees, in strict accordance with the details and specifications which are made a part thereof at the following prices offered by Offeror. Offeror further agrees to complete the services within the completion time specified in this RFP.


**XII. ACCEPTANCE OF ALL RFP TERMS AND CONDITIONS.**

If awarded a contract under this RFP, the awarded Offeror agrees to accept all terms and conditions of this RFP and its exhibits, any approved amendments or modifications hereto, and the check-marked items in the attached **Exhibit A General Terms and Conditions**.

**XIII. FUNDING**

Funding for this project is currently available.

**RFP Approved By:**

FOR   
\_\_\_\_\_  
DANIELLE T. ROSETE,  
Administrator of the Courts

02 JUNE 2025  
DATE

# EXHIBIT A

**JUDICIARY OF GUAM  
GOVERNMENT OF GUAM**

**GENERAL TERMS AND CONDITIONS**

**RFP Solicitation and Award**

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

- (x) 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the Judicial Council of Guam Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contract to act in good faith.
- (x) 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the offeror to provide the Judiciary of Guam with specified services or with materials, supplies, or equipment completely assembled and ready for use.
- (x) 3. **TAXES:** Offerors are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- (x) 4. **LICENSING:** Offerors are cautioned that the Judiciary of Guam will not consider for award any offer submitted by a offeror who has not complied with applicable provisions of the Guam Business License Law or other applicable federal, state or Guam licensing requirements. Specific information on Guam licenses may be obtained from the Government of Guam Director of Revenue and Taxation. **A copy of any required business license and/or certificate should be submitted with the proposal and must be received prior to award of contract.**
- (x) 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam.
- (x) 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Offerors shall comply with all specifications and other requirements of the Solicitation.
- (x) 7. **INDEPENDENT PRICE DETERMINATION:** The offeror, upon signing the RFP, certifies that the prices in his proposal were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law.
- (x) 8. **RFP ENVELOPE:** Envelope shall be sealed and marked with the offeror's

name, RFP Number, time, date and place of submission.

- (x) 9. **AFFIDAVIT OF OWNERSHIP AND COMMISSIONS (Attachment A):** Each person submitting a proposal for any portion of the work covered by the proposal documents shall execute an affidavit on the form provided regarding ownership interests in the submitting entity. Such affidavit shall be attached to the proposal. **Failure to submit with the bid proposal shall be cause for rejection of proposal.**
- (x) 10. **NON-COLLUSION AFFIDAVIT (Attachment B):** Each person submitting a proposal for any portion of the work covered by the proposal documents shall execute an affidavit on the form provided, certifying to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. **Such affidavit shall be attached to the proposal. Failure to submit with the proposal shall be disqualified from the RFP.**
- (x) 11. **COMPETENCY OF OFFERORS:** Proposals will be considered only from such offerors who, in the opinion of the Judiciary of Guam, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- (x) 12. **DETERMINATION OF RESPONSIBILITY OF OFFERORS:** The Administrator of the Courts reserves the right for securing from offerors information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 13 of these General Terms and Conditions.
- (x) 13. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the best qualified offeror, whose proposal is determined to be the most advantageous to the Judiciary of Guam, taking into consideration the evaluation factors set forth in the Solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Judiciary of Guam may require to waive any minor irregularity in the proposal received. The Administrator of the Courts shall have the authority to award, cancel or reject proposals, in whole or in part for any one or more items if he/she determines it is in the public interest. Award issued to the most best qualified offeror within the specified time for acceptance as indicated in the Solicitation, results in a binding contract without further action by either party. It is the policy of the Judiciary of Guam to award the contracts to best qualified offerors. No award shall be made under this Solicitation which shall require advance payment or irrevocable letter of credit from the Government.
- (x) 14. **INSPECTION:** All supplies, materials, equipment or services delivered under this contract shall be subject to the inspection and/or test conducted by the Judiciary of Guam at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Judiciary of Guam shall have



the right to reject items or require that they be corrected. The number of days required for corrections will be determined by the Judiciary of Guam.

- (x) 15. **AFFIDAVIT RE ETHICAL STANDARDS (Attachment C):** The offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Judiciary of Guam employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks.
- (x) 16. **REPRESENTATION REGARDING CONTINGENT FEES (Attachment D):** The contractor represents that it has not retained a person to solicit or secure a Judiciary of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (x) 17. **DECLARATION RE COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION (Attachment E):** In accordance with 5 GCA § § 5801 and 5802, as may be applicable, each offeror certifies that any of its employees whose purpose, in whole or part, is the direct delivery of service contracted by the Judiciary shall be paid in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such Labor as is employed in the direct delivery of contract deliverables to the Judiciary, including health and other similar benefits.
- (x) 18. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national of origin. The Contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex or national of origin. If funding for the services contained in this Request for Proposal is provided by the federal government, the Contractor shall comply with the provisions of 41 CFR Part 60-1.
- (x) 19. **COMPLIANCE WITH LAWS:** Offeror awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- (x) 20. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Judiciary of Guam that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default.

- (x) 21. **JUSTIFICATION OF DELAY:** Offerors who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the offeror is not able to meet the specified delivery date, he is required to notify the Administrator of the Courts of such delay. Notification shall be in writing and shall be received by the Administrator of the Courts at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Judiciary of Guam reserves the right to reject delay justification if, in the opinion of the Administrator of the Courts, such justification is not adequate.
- (x) 22. **PROTEST:** (a) Any aggrieved party who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, and who wishes to pursue a protest shall file a written protest with the Purchasing Officer. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knew or should have known of the facts giving rise to the protest. (b) The Purchasing Officer shall have the authority to settle and resolve a protest. (c) If the protest is not resolved by mutual agreement, the Purchasing Officer shall issue a decision in writing within thirty (30) days of receipt of the protest. If no written decision has been issued by the Purchasing Officer at the expiration of the thirty (30) day period, such shall be considered an adverse decision. (d) Upon the issuance of an adverse decision by the Purchasing Officer, or upon the expiration of the thirty (30) day period after filing of the complaint, the aggrieved party may file an action in the Superior Court of Guam for appropriate relief within fourteen (14) days of such adverse decision or expiration of time.
- (x) 23. **RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS:** The Contractor must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry; and that if any person providing services on behalf of the Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- (x) 24. **DAVIS-BACON ACT COMPLIANCE (If Applicable).** The Contractor must satisfy the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the United States Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally

Financed and Assisted Construction.”).

- (x) 25. **COPELAND “ANTI-KICKBACK” ACT COMPLIANCE (If Applicable).** The Contractor must satisfy the requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by the United States Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”).
- (x) 26. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE (If Applicable).** The Contractor must satisfy the requirements of 40 U.S.C. 3702 and 3704, as supplemented by the United States Department of Labor regulations (29 CFR Part 5.).
- (x) 27. **COMPLIANCE WITH ENVIRONMENTAL PROTECTION LAWS (If Applicable).** The Contractor must satisfy the requirements of the Clean Air Act (42 U.S.C. 7401-7671 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- (x) 28. **COMPLIANCE WITH BYRD ANTI-LOBBYING AMENDMENT.** The Contractor must satisfy the requirements of the 31 U.S.C. 1352.
- (x) 29. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** The Contractor understands that the requirements set out in 37 CFR Part 401 shall apply to the services covered in the specifications in this Invitation for Bid and any resulting contract from an award under the same.
- (x) 30. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm received a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

- (X) 31. **ACCEPTANCE OF ALL RFP TERMS AND CONDITIONS.** By signing below, Offeror acknowledges that it is accepting all terms and conditions of the RFP.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

# **ATTACHMENT A**

**AFFIDAVIT DISCLOSING OWNERSHIP, COMMISSIONS AND CONFLICTS OF INTEREST**  
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

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

- A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror named below and that (please check and fill in all that apply):

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

Name of Offeror's Representative Signing Below: \_\_\_\_\_

Principle Place of Business Street Address: \_\_\_\_\_

- ( ) The offeror is an individual natural person who currently owns, and for the full twelve (12) month period immediately preceding the date of the solicitation has owned, the entire (100%) interest in the offering business.

- [ ] The offeror is a person and the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (Second Tier Owners) are as follows [if none, please so state]:

Name of Second Tier Owner (greater than 10%)	Principal Place of Business Street Address	% of Interest

- [ ] The offeror is an artificial person (as defined in 1 GCA § 715 (e.g. a corporation, firm, association, organization, partnership, business trust or company) or 5 GCA § 5030(n) (e.g. a business, individual, union, committee, club, organization or group of individuals)) and the name of each person who has owned an ownership interest in such artificial person (a "Second Tier Owner") greater than twenty-five percent (25%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (Second Tier Owners) are as follows [if none, please so state]:

Name of Second Tier Owner (greater than 25%)	Principal Place of Business Street Address	% of Interest

- B. If any such Second Tier Owner is also an artificial person, the name of each person who has owned an ownership interest in such Second Tier Owner (a "Third Tier Owner") of forty-nine percent (49%) or more at any time during the twelve (12) month period immediately preceding the date of the solicitation are as follows [if none, please so stated]:

Name of Second Tier Owner: \_\_\_\_\_

Name of Third Tier Owner (greater than 49%)	Principal Place of Business Street Address and Phone Number	% 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 prospective contractor, bidder, or offeror, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.

Name and Position of Natural Person	Principal Place of Business Street Address and Phone Number
_____	_____
_____	_____

- 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 this solicitation are as follows (if none, please so state):

Name	Principal Place of Business Street Address and Phone Number	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 are as follows (if none, please so state):

Name	Principal Place of Business Street Address and Phone Number
_____	_____
_____	_____

- F. Irrespective of any ownership interest, the following persons have the power to control the offeror or the offeror's performance of the contract awarded under this solicitation (if none, please so state):

Name	Principal Place of Business Street Address and Phone Number
_____	_____
_____	_____
_____	_____
_____	_____

- G. Throughout the term of this contract, 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 herein. I understand that failure to comply with this requirement shall constitute a material breach of contract.

\_\_\_\_\_  
Signature of Owner, Offeror, Partner, Officer or  
other person duly authorized to execute this  
affidavit on behalf of the Offeror.

Subscribed and sworn to before me

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

**Notary Public**

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

# ATTACHMENT B



## AFFIDAVIT RE NON-COLLUSION

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

\_\_\_\_\_ (state name of affiant signing below), being first duly sworn, deposes and says:

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

\_\_\_\_\_  
Signature of affiant

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_, 20\_\_.  
May 2025 version

# **ATTACHMENT C**

**AFFIDAVIT re ETHICAL STANDARDS**

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

\_\_\_\_\_ (state name of affiant signing below), being first  
duly sworn, deposes and says that:

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

\_\_\_\_\_  
Signature of one of the following:

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires \_\_\_\_\_.

# ATTACHMENT D

**AFFIDAVIT RE: CONTINGENT FEES**

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

\_\_\_\_\_ (state name of affiant signing below), being first duly sworn,  
deposes and says that:

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

\_\_\_\_\_  
Signature of one of the following:

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

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

# ATTACHMENT E

## DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement no: \_\_\_\_\_

\_\_\_\_\_(Description)

Name of Offeror Company: \_\_\_\_\_ hereby  
certifies 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 contracts 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, and will remain, in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein.

\_\_\_\_\_  
Signature

<p align="center">"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p align="center">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
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<p>Daniel W. Simms Director</p>	<p>Division of Wage Determinations</p>	<p>Wage Determination No.: 2015-5693 Revision No.: 23 Date Of Last Revision: 12/23/2024</p>
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
 Northern Marianas Statewide  
 Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.97
01035 - Court Reporter		17.40***
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39***
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85



01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40***
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.97
01420 - Survey Worker	16.99***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.65***
01532 - Travel Clerk II	15.32***
01533 - Travel Clerk III	16.60***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.40***
05010 - Automotive Electrician	16.34***
05040 - Automotive Glass Installer	15.28***
05070 - Automotive Worker	15.28***
05110 - Mobile Equipment Servicer	13.11***
05130 - Motor Equipment Metal Mechanic	17.40***
05160 - Motor Equipment Metal Worker	15.28***
05190 - Motor Vehicle Mechanic	17.40***
05220 - Motor Vehicle Mechanic Helper	12.00***
05250 - Motor Vehicle Upholstery Worker	14.22***
05280 - Motor Vehicle Wrecker	15.28***
05310 - Painter, Automotive	16.34***
05340 - Radiator Repair Specialist	15.28***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.40***
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.21***
07041 - Cook I	15.29***
07042 - Cook II	17.82
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.18***
07210 - Meat Cutter	13.34***
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	10.12***
11060 - Elevator Operator	10.38***
11090 - Gardener	15.28***
11122 - Housekeeping Aide	10.38***
11150 - Janitor	10.38***
11210 - Laborer, Grounds Maintenance	11.55***
11240 - Maid or Houseman	10.24***
11260 - Pruner	10.34***
11270 - Tractor Operator	13.99***
11330 - Trail Maintenance Worker	11.55***
11360 - Window Cleaner	11.60***
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 - Electroneurodiagnostic 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	12.43***
12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
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		11.38***
16030 - Counter Attendant		11.38***
16040 - Dry Cleaner		12.98***
16070 - Finisher, Flatwork, Machine		11.38***
16090 - Presser, Hand		11.38***
16110 - Presser, Machine, Drycleaning		11.38***
16130 - Presser, Machine, Shirts		11.38***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.38***
16190 - Sewing Machine Operator		13.53***
16220 - Tailor		14.07***
16250 - Washer, Machine		11.91***
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		15.36***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		13.83***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		15.36***
21110 - Shipping Packer		17.12***
21130 - Shipping/Receiving Clerk		17.12***
21140 - Store Worker I		16.59***
21150 - Stock Clerk		23.33
21210 - Tools And Parts Attendant		15.36***
21410 - Warehouse Specialist		15.36***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58***
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic		19.70
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	16.77***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	13.77***
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 Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77***
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	10.22***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
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	11.21***
27007 - Baggage Inspector	10.02***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.21***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.02***
27102 - Guard II	11.21***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.93***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
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	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	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	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
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	34.76
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	17.57***
31364 - Truckdriver, Tractor-Trailer	17.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	10.26***
99050 - Desk Clerk	10.01***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.32***
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 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))."

# ATTACHMENT F

## REFERENCES

Please list government agencies and/or private firms with whom you have done business similar to this project during the last five (5) years:

**Your Company Name:** \_\_\_\_\_  
**Physical Address:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_  
**Phone & Fax No.:** Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Year Project Completed: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone & Fax No.: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Year Project Completed: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone & Fax No.: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Year Project Completed: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone & Fax No.: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Year Project Completed: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone & Fax No.: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_

# ATTACHMENT G

Financed and Assisted Construction.”).

- (x) 25. **COPELAND “ANTI-KICKBACK” ACT COMPLIANCE (If Applicable).** The Contractor must satisfy the requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by the United States Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”).
- (x) 26. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE (If Applicable).** The Contractor must satisfy the requirements of 40 U.S.C. 3702 and 3704, as supplemented by the United States Department of Labor regulations (29 CFR Part 5.).
- (x) 27. **COMPLIANCE WITH ENVIRONMENTAL PROTECTION LAWS (If Applicable).** The Contractor must satisfy the requirements of the Clean Air Act (42 U.S.C. 7401-7671 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- (x) 28. **COMPLIANCE WITH BYRD ANTI-LOBBYING AMENDMENT.** The Contractor must satisfy the requirements of the 31 U.S.C. 1352.
- (x) 29. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** The Contractor understands that the requirements set out in 37 CFR Part 401 shall apply to the services covered in the specifications in this Invitation for Bid and any resulting contract from an award under the same.
- (x) 30. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm received a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

- (X) 31. **ACCEPTANCE OF ALL RFP TERMS AND CONDITIONS.** By signing below, Offeror acknowledges that it is accepting all terms and conditions of the RFP.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

# EXHIBIT B

**EXHIBIT B  
(RFP 25-08)  
Scope of Services**

**WEBSITE DESIGN SERVICES**

**I. Project Overview**

The Judiciary of Guam (JOG) is seeking proposals from experienced and qualified vendors specializing in website design, development, and hosting services. The objective is to create a user-friendly, functional, and accessible website that effectively serves the needs of the community. This comprehensive project includes not only the modernization of the main JOG website but also encompasses its subsidiary sites, including the Office of the Public Guardian, the Compiler of Laws, the Sex Offender Registry, Office of Regulation Counsel, and Guam's Most Wanted.

The Selected Contractor will take on a range of creative services. This includes developing a cohesive concept, producing a visually appealing design, crafting an intuitive layout, and executing the implementation of an enhanced version of the JOG's main website along with its associated sites. The new websites should be professionally designed, user-friendly, and feature simplified navigation for easy access to information, downloads, and media. As part of the proposal submission, vendors should prepare a detailed timeline, however, the Judiciary intends to launch the website within twelve months of selection.

- A. About the JOG: The Judiciary is a branch of government of Guam and is established in law under 48 USC §1424. The Judiciary consists of the appellate level court, known as the Supreme Court of Guam, and the trial level courts, known collectively as the Superior Court of Guam. In addition to the Supreme Court, the Judiciary is home to five formal divisions – the Courts and Ministerial Division, the Probation Division, the Judicial Hearings Division, the Client Services and Family Counseling Division, and the Marshal Services Division. All other support positions are housed in offices under the auspices of the Administrative Offices of the Courts, which is led by the Administrator of Courts ("AOC").

The JOG's mission is "delivering justice fairly and efficiently through transparent, inclusive, and accessible court services" while its vision is to be "A model of judicial excellence—trusted, innovative, and independent."

- B. Present Condition: The JOG operates a main website along with several subsidiary websites that exhibit a generally similar design. The websites are connected to the same CMS (Content Management System). Updates are managed through the current single CMS. The website is updated mainly by MIS (IT Division), with the exception of the Sex Offender Registry, upon request by each division.

1. Main website: <https://www.guamcourts.org/>
2. Sex Offender Registry: <https://www.guamcourts.org/sor/index.asp>
3. OPG: <http://www.guamsupremecourt.com/Office-of-the-Public-Guardian/Office-of-the-Public-Guardian.html>
4. Compiler of Law: <https://www.guamcourts.org/CompilerofLaws/index.html>
5. Board of Law Examiners: <http://www.guamsupremecourt.com/Board-of-Law-Examiners/Board-of-Law-Examiners.html>
6. Mock Trial: <https://www.guamcourts.org/ghsmtc/index.html>
7. Most Wanted:  
<https://guammostwanted.org/default.aspx?MenuItemID=239&MenuSubID=17&MenuGroup=Guam+Most+Wanted+Public>
8. Office of the Regulation Counsel (ORC): <http://orc.guamcourts.org>

## **II. Objectives**

- A. Design and develop a modern, accessible website that aligns with the Judiciary's mission and vision.
- B. Create a positive user experience through intuitive navigation and interactive elements, such as media players and assistive technologies.
- C. Ensure the website is scalable and compatible with various devices and browsers.
- D. Incorporate multilingual support and accessibility features to cater to Guam's diverse population.
- E. Ensure that the website complies with the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA.
- F. Change of domain from guamcourts.org to **guamcourts.gov**.

## **III. Key Features and Functionalities**

- A. Template-based UX Design
- B. Mobile Optimization
- C. Easy Content Updates: the redesigned websites must allow non-technical staff to easily update content, including basic graphics and moving content blocks.
- D. Customizable Short Forms: the redesigned websites must include customizable short forms for various interactions like feedback and contact inquiries.
- E. Search Engine Optimization and redirection capabilities.
- F. Online Payment Integration: the main website must integrate an external electronic payment system for patrons to make electronic payments for various fees (e.g., Traffic Court Clearance).
- G. Public Access to Records: the redesigned website must provide public access to records maintained in a case management system without sacrificing usability/fast-loading.



- H. Chatbot for Customer Support: the redesigned websites must include a chatbot for real-time assistance and support to improve user interaction and resolve inquiries promptly.
- I. Third Party Services: Ensure the redesigned websites can integrate and adapt with third-party services who provide additional functions such as e-filing, e-pay, and access to public records.
- J. Authenticated / Authorization capabilities for user management level accounts to audit user activities and modifications (logging, editing, uploading, etc.).
- K. All sites, including the main Judiciary of Guam website as well as its subsidiary sites such as the Office of the Public Guardian, the Compiler of Laws, and the Sex Offender Registry, ORC, must collectively meet the following:
  - 1) Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA.
  - 2) 28 CFR Part 35 (Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities)
  - 3) Title II of the Americans with Disabilities Act (ADA)
  - 4) Section 504 of the Rehabilitation Act of 1973 Part 84 Final Rule
- L. In addition to the requirements above, the vendor must also meet the following regarding the Sex Offender Registry Website:
  - 1) Website must allow publication of registration requirements pursuant to 9 GCA Chapter 89; and
  - 2) Website should allow hyperlinks of an address to a mapping software that allows users to monitor and track offenders in the community; and
- M. In addition to the requirements above, the website design should meet the publication requirements for the Compiler of Laws pursuant to 1 GCA Chapter 16 and website should have capability for full text search feature or include the authority to create or enable any text-based searchable or researchable database of such printed or duplicated materials.
- N. In addition to the requirements above, the website must also meet the following regarding the OPG's website:
  - 1) Website design should be easy to navigate and access training, resources, forms, and other relevant tools for existing or potential wards, their guardians, and families.

#### **IV. Deliverables**

- A. Develop custom website design concepts and mock-ups;
- B. Create a fully functional and operational website according to the scope;
- C. Provide optimized content and multimedia assets
- D. Develop training materials and user guides for court staff and general public
- E. Provide ongoing support and maintenance for a period of six months post-launch with an option for extended support.
- F. Provide documentation (data schema) for website

#### **V. Project Phase**

- A. Planning and Requirements Gathering
  - 1) Consult with JOG project team to define specific system requirements
  - 2) Collaborate with project team to define project goals, scope, and timeline
  - 3) Develop a comprehensive project plan, mockup and prototype for website
- B. Designing and Prototyping
  - 1) Create custom design concepts that are consistent with the Judiciary's mission and vision
  - 2) Develop responsive website layouts optimized for desktops, tablets and mobile devices
  - 3) Implement interactive elements, as directed by the JOG project team
  - 4) Integrate content management system for easy content updates and management
- C. Development
  - 1) Implement features outlined in the scope
  - 2) Assist with content strategy and creation
  - 3) Ensure compliance with Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA.
  - 4) Search Engine Optimization and redirection capabilities
  - 5) Implement tools to monitor user data and website traffic statistics, with capabilities to track user engagement and click-through rates to external links.
- D. Testing and Quality Assurance
  - 1) Conduct thorough testing to across various devices and browsers to ensure compatibility and functionality
  - 2) Address any bugs or issues identified during testing
  - 3) Implement security measures to protect against vulnerabilities and threats.
  - 4) Provide training and documentation for website administration and content management

- E. Launch
  - 1) Launch the JOG website and subsidiary sites as required by the JOG
  - 2) Ensure court staff and users receive appropriate training before launch
- F. Post-launch support
  - 1) Design secure access protocols for different sections of the website, requiring staff credentials to manage sensitive or administrative content.
  - 2) Provide ongoing support post-launch to address any technical challenges and ensure the website remains up-to-date and secure.
  - 3) Conduct training sessions for Judiciary non-IT staff to manage the website, including basic content updates, system administration, and usage analytics.
  - 4) Able to respond to support calls during regular business hours in Guam.

## **VI. Contractor Responsibilities**

- A. Assign a dedicated project manager to oversee the project from planning to post-launch.
- B. Ensure regular communication with the JOG's project team and provide weekly updates and progress reports.
- C. Deliver all required documentation and system materials at the time of launch.
- D. Adhere to all security and privacy guidelines as outlined by the JOG.
- E. The JOG website title, content, software source codes including the uncompiled applications, and databases shall be the sole property of the Judiciary of Guam. JOG shall own the JOG website domain name(s). Upon the completion of the contract, the Selected Contractor shall surrender control of and all rights to the Judiciary of Guam.

# EXHIBIT C

**EXHIBIT C**  
**(RFP 25-08)**  
**Pricing Sheet**

By submitting the price below and signing this RFP, Offeror declares that the instructions requirements and specifications contained herein have been carefully examined and are fully understood and that Offeror agrees to furnish all labor, materials, tools, supervision, equipment, and to sustain all expenses incurred in performing the work, including bond and insurance fees, in strict accordance with the details and specifications which are made a part thereof at the following prices offered by the Offeror. Offeror further agrees to complete the services within the completion time specified herein. **Pricing shall be subject to negotiations.**

**Note: Offerors may attach their own pricing sheet to the proposal.**

<b>Item No.</b>	<b>Description of Services</b>	<b>Total Cost</b>
1a.	Develop and Design JOG Main Website	\$
1b.	One-time costs (if any)	\$
1c.	Other costs (if any)	\$
2a	Develop and Design Sex Offender Registry Website	\$
2b	One-time costs (if any)	\$
2c	Other costs (if any)	\$
3a	Develop and Design OPG Website	\$
3b	One-time costs (if any)	\$
3c	Other costs (if any)	\$
4a	Develop and Design Compiler of Laws Website	\$
4b	One-time costs (if any)	\$
4c	Other costs (if any)	\$
5a	Develop and Design additional Subsidiary Website	\$
5b	One-time costs (if any)	\$
5c	Other costs (if any)	\$
<b>GRAND TOTAL:</b>		<b>\$</b>