PUBLIC DEFENDER SERVICE CORPORATION

Request for Quote – Case Management System (Small Purchase)

RFQ No. PDSC-RFQ-2027-001

1. Notice of Request for Quotes

The Public Defender Service Corporation (PDSC) invites written quotes for a cloud-based Case Management System (CMS) serving all divisions of PDSC established under the Public Defender Service Corporation Act of 2025 (12 GCA Chapter 11): the Administration Division, the Public Defender Division, the Alternate Public Defender Division, the Civil Law Division (Civil Law Center) and the Private Attorney Panel Division. This is a Request for Quotes (RFQ) for a Small Purchase under the Guam Procurement Law. It is not a Request for Proposals, and the RFP evaluation, ranking and negotiation procedures do not apply.

RFQ No.	PDSC-RFQ-2027-001
Title	Case Management System, all PDSC divisions
Issued by	Public Defender Service Corporation, 779 Route 4, Sinajana, Guam 96910
Procurement method	Small Purchase by Request for Quotes under 5 GCA §5213 (Small Purchases) and the Guam Procurement Regulations (2 GAR Div. 4, including §3111), using the $250,000 small purchase threshold applicable to PDSC under Public Law 38-136, Chapter XI, §58 [PDSC counsel to confirm citation and text before issuing].
Issue date	Thursday, November 5, 2026
Written questions due	12:00 PM Friday, November 13, 2026, Chamorro Standard Time
Quotes due	12:00 PM Monday, November 30, 2026, Chamorro Standard Time
Contact	Shane G. Ngata, Administrative Director, procurement@guampdsc.org
RFQ available at	www.guampdsc.org (no fee to view or download)

Mandatory reminders to quoters

- Read this entire RFQ. Every section, including the contract terms in Section 4, is part of the solicitation.
- Submit all seven required forms (Forms A through G, Section 5). A missing form may make the quote non-responsive. Form H (preference application) is optional.
- Form A (Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest) must be signed after this RFQ is issued and before quotes are due. It must cover the 365 calendar days before the issue date of this RFQ and continue until award.
- Quotes through brokers are not accepted.
- This RFQ does not commit the Government of Guam to award a contract, to pay any cost of preparing a quote, or to buy any services.
- PDSC may amend this RFQ. Only quoters who register by returning the Acknowledgment of Receipt (Section 3) are assured of receiving amendments and answers to questions. PDSC is not liable for failing to notify a party that did not register current contact information.

Submitting quotes

- **Package.** Deliver one sealed package marked "Confidential – Quote for PDSC-RFQ-2027-001" with the quoter's name on the outside, containing the signed Quote Form (Section 6), the original notarized Forms A through E and Form G, the signed Form F with the current U.S. Department of Labor Wage Determination attached, Form H if the quoter claims a preference, and the items listed in Section 3.
- **Electronic copy.** Include one electronic copy on a thumb drive in its original format (Word or Excel, not PDF only).
- **Deliver to.** Administrative Director, Public Defender Service Corporation, 779 Route 4, Sinajana, Guam 96910.
- **Email.** Quotes sent only by email are not accepted, because sworn affidavits must be received in original form.
- **Deadline.** The package must be received by the Administrative Director by the quote deadline above. Guam is one day ahead of the continental United States. Handing a package to the U.S. Postal Service or a courier is not receipt by PDSC. A late quote is time-stamped, is non-responsive and will not be considered unless it was late only because of the action or inaction of Government of Guam personnel directly serving this procurement.
- **Changes before the deadline.** A quoter may modify or withdraw its quote by written notice received before the quote deadline.

2. Scope of Work

PDSC needs a secure, modern, cloud-based Case Management System that all PDSC divisions can use to run their daily work and to produce the data the Public Defender Service Corporation Act of 2025 requires. The quoted system must comply with applicable federal and Guam laws on confidentiality and data security. Quotes will be judged on how well the quoted system provides each function listed under Required functions below.

Required functions

- **Client information.** Store and search client records for every division, with conflict-of-interest checking across divisions, with a hard-stop warning and a documented override.
- **Case records.** Create and track cases, charges, court events, case notes and outcomes.
- **Document management.** Upload, store, version and retrieve case documents with access controls by division, role and case, and convert uploaded PDFs and images to searchable text (OCR). Create, edit and store standard legal document templates, and generate documents from them.
- **Scheduling.** Calendar hearings, deadlines and appointments, with reminders to assigned staff.
- **Workflow automation.** Configurable tasks, assignments and alerts that follow a case through its stages and automate routine work such as creating documents, scheduling and case updates.
- **Reporting and statutory data.** Standard and custom reports on caseloads, case status and activity, exportable to Excel and PDF. The system must capture and report, by division and by attorney, the data the Act requires PDSC to collect and review: workloads by case type (cases open at the start of the month, opened, closed and open at month end); time spent on individual cases and on non-case work, logged by staff through built-in time tracking; use of investigators, experts, social workers and other support; major case events; case outcomes; monetary expenditures; client race, ethnicity and gender; and persons who waived, sought or were denied public legal services.
- **Private Attorney Panel Division.** Support assignment and tracking of cases to panel attorneys and investigators, who are independent contractors and not PDSC employees, with access limited to their assigned cases and no access to other divisions' records.

Accessibility. Available from any device, including desktop and laptop computers, tablets and mobile phones, through a web browser or application.

- Global search. Searches the entire database, including client and case records, notes and the full text of stored documents.
- Custom fields. PDSC can create its own fields.
- Record integrity. Each record has a unique identifier to prevent duplicates.
- Communication and Microsoft 365. Native integration with Microsoft 365. Emails and internal messages are kept with the case and client they belong to.
- Administrator control. At least two PDSC super-user accounts can manage users, forms and permissions without a vendor ticket.

Security and confidentiality

- Role-based access, with the ability to wall off a division's or a case's records from other users.
- Encryption of data in transit and at rest, and audit logs of user access and changes.
- Written notice to PDSC of any security incident within the time stated in clause 6.5.
- PDSC owns all data. The contractor must return all PDSC data in a usable, non-proprietary format, such as CSV, within thirty (30) days of a request and within thirty (30) days after the contract ends.

Services included in the price

- Implementation and configuration for all divisions, with a written schedule that PDSC approves.
- Migration of existing PDSC case data.
- Role-based training for staff of all divisions.
- Hosting, maintenance scheduled outside normal PDSC business hours, live technical support during normal PDSC business hours and software updates for the contract term.

Contract term

The initial term is three (3) years. PDSC may renew for two (2) additional one-year terms at the same price, subject to availability of funds, in PDSC's sole discretion. Implementation must follow the schedule PDSC approves. The total price for the initial term and every renewal term may not exceed $250,000.

3. Quote Requirements and Award

PDSC will award to the responsible quoter with the best offer. This section tells quoters what to submit and how quotes are checked.

Registration

A firm that wants to quote should return the Acknowledgment of Receipt below to procurement@guampdsc.org by **Friday, November 13, 2026**.

Acknowledgment of Receipt, RFQ No. PDSC-RFQ-2027-001
Company/firm
Contact person and title
Phone and email
Address
Signature, date and time

Contents of the quote, in this order

- **Cover letter.** Quoter's name, principal place of business (and place of performance if different), type of business, and a contact person with address, phone and email who can answer PDSC's questions and commit the quoter. The letter must acknowledge each RFQ amendment and each written answer PDSC issues, and must identify any portions of the quote the quoter considers confidential (see "Confidential data" below).
- **Company description and past performance.** Years in business, relevant experience, and at least three similar contracts with contact name, address and phone number. PDSC may contact these references. Experience in Guam is not required, and PDSC will not reject a quoter because its relevant experience was gained outside Guam or only in Guam.
- **Technical response.** For each required function in Section 2, a statement of whether the quoted system meets it, with a short description. Also include a short implementation schedule, data migration approach, training plan and support plan.
- **Quote Form (Section 6).** Fully priced and signed. Quotes are compared on the total for the initial term and all renewal years.
- **Required forms (Section 5).** Forms A through G, with the current U.S. Department of Labor Wage Determination for Guam and the Northern Mariana Islands attached to Form F. Form H if claiming a preference.
- **Business license.** A copy of the quoter's current Guam business license. A quoter without one must state in writing that it will obtain one, and must provide it before award. PDSC will not award to a quoter that cannot comply with the Guam licensing law.
- **Authorized signature.** Every quote must be signed with the firm name by an authorized officer, representative, agent or employee. PDSC may ask for proof of authority.

Questions

Send questions in writing, in Word or in the body of an email (not PDF), to procurement@guampdsc.org before the question deadline. Only registered quoters may ask questions. PDSC will not answer late questions, and oral statements are not binding. If an answer changes the RFQ, or if information given to one quoter could prejudice others, PDSC will issue it as a written amendment to all registered quoters.

How PDSC will buy

- **Competition and record.** As 5 GCA §5213 requires, PDSC will seek at least three positive written quotations from qualified sources to the maximum extent practicable. PDSC will keep in the procurement record every positive quotation, every "no quote" response (which is not a positive quotation) and a written record of all solicitations and responses, positive or negative. If PDSC obtains fewer than three positive quotations, it will make the attestation §5213 requires before proceeding. PDSC will include this purchase in its quarterly report of small purchases to the Speaker of I Liheslaturan Guåhan.
- **Responsiveness check.** PDSC will check each quote for a signed Quote Form, all required forms, and the contents listed above. If a form or document other than Form A is missing, PDSC may ask for it, and the quote is rejected only if the quoter does not supply it within three (3) business days of the request. Form A must be received before award.
- **Award.** PDSC will award to the responsible quoter whose responsive quote is the best offer, judged only on these factors: total price for the initial term and all renewal years on the Quote Form [50] points, technical response (how well the quoted system meets Section 2 and the implementation and support plan) [40] points, and past performance on similar contracts [10] points. No other factor will be used. If scores tie, PDSC will award to the best quoter. In deciding whether a quoter is responsible, PDSC may check its references and Guam business license. PDSC may ask a quoter

to clarify its quote but will not negotiate with quoters. PDSC will record its evaluation and the basis for award in a written determination in the procurement file.

- **Preferences.** Guam law gives preferences to local businesses (5 GCA §5008), service-disabled veteran owned businesses (§§5011 and 5012) and women-owned businesses (§5013) that meet the statutory qualifications and submit Form H. A preference quoter may qualify only if its price does not exceed 105% of the lowest price (for the local preference, PDSC may buy from an off-Guam business only if no qualifying Guam business is willing to contract, or if the off-Guam total cost is no more than 85% of the total cost from a Guam business entitled to preference).
- **Quote validity.** Quotes must stay firm for [60] days after the quote deadline.
- **No splitting.** PDSC has not artificially divided this requirement to bring it within the small purchase threshold. The total price of this RFQ, including every renewal term, may not exceed $250,000.
- **Rejection or cancellation.** PDSC may reject any or all quotes, in whole or in part, or cancel this RFQ, when it determines in writing that doing so is in the best interest of the Government of Guam. The reasons will be placed in the procurement file. Opened quotes become Government property.
- **Public record and confidential data.** The procurement record, including the contract and quotes, is a public record under 5 GCA §5249 and PDSC's procurement rules. Only trade secrets and proprietary data can be treated as confidential. A quoter that wants information kept confidential must identify those portions in writing, ask in writing that they be kept confidential, and submit them separately so they can be removed easily from the rest of the quote. PDSC will decide the request as soon as practicable and tell the quoter. If PDSC denies it, the quoter may protest under Chapter 9 of the Guam Procurement Regulations. Prices, makes and models, delivery terms and payment terms are public regardless of any designation.
- **Cost of quoting.** The Government is not liable for any cost of preparing a quote, and each quoter waives any claim for those costs.
- **Good faith.** All parties must act in good faith in preparing, evaluating and carrying out this RFQ and any contract (5 GCA §5003).

4. Proposed Contract Terms

The quoter that receives the award (the "Contractor") agrees to these terms. They are drawn from the Guam Procurement Law (5 GCA Chapter 5), the Guam Procurement Regulations (2 GAR Div. 4) and the Government of Guam's standard solicitation terms. Where a term conflicts with Guam procurement law or regulations, the law controls. By submitting a quote, the quoter accepts these terms.

Article 1 – Contract basics

1.1 Parties and documents. The contract is between PDSC and the Contractor. It consists of this RFQ, any amendments, the Contractor's accepted quote, and the signed contract or purchase order. If they conflict, Guam law and regulations control, then this RFQ and the amendments, then the quote.

1.2 Type and price. Fixed price contract. The price is the total on the accepted Quote Form and covers all costs in Section 2, including all taxes. No unit cost may change during the term or any renewal. The total for the initial term and all renewals may not exceed $250,000.

1.3 Term and renewal. As stated in Section 2. Renewals are at PDSC's sole discretion and subject to availability of funds.

1.4 Time is of the essence. The Contractor must meet the PDSC-approved implementation schedule.

1.5 Effective date and approvals. The contract is effective only when signed by PDSC's authorized official and approved as Guam law requires.

1.6 Good faith. All parties must act in good faith in negotiating, performing and administering the contract (5 GCA §5003).

1.7 Applicable law. Guam law governs. The Guam Procurement Law (5 GCA Chapter 5) and the Guam Procurement Regulations (2 GAR Div. 4) apply and control over any contrary term. The Contractor will comply with all applicable federal and Guam laws, rules and regulations in performing the contract.

1.8 Independent contractor; assignment; subcontracts. The Contractor is an independent contractor. It may not assign the contract or subcontract any part without PDSC's written consent, and it must include in each subcontract the obligations in Articles 2 and 4 that apply to subcontractors.

1.9 Entire agreement; notices; severability. The contract is the whole agreement. Changes must be in writing and signed by both parties, except change orders under clause 7.1. Notices go to the Administrative Director at PDSC's address in Section 1 and to the Contractor's contact person named in its quote. If any part is held invalid, the rest remains in effect.

Article 2 – Prohibitions, ethics and disclosure

2.1 Gratuities, kickbacks and favors. The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks in 5 GCA Chapter 5, Article 11 and 2 GAR Div. 4, Chapter 11 (including §11107(e)). No person may offer, give or accept a gratuity or offer of employment to influence a procurement decision. No payment, gratuity or offer of employment may be made by or for a subcontractor to a prime contractor or higher-tier subcontractor as an inducement for a subcontract. No favor or gratuity may be given to a Government of Guam employee or agent while any procurement matter is pending, including during performance and warranty periods.

2.2 Contingent fees. The Contractor represents that it has not retained a person to solicit or secure this or any other Government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial selling agencies kept to secure business (2 GAR Div. 4 §11108). If the Contractor breaches this representation, the Government may terminate the contract or deduct the amount of the fee from the price.

2.3 Ethical standards. The Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, a Government of Guam employee to breach the ethical standards in 5 GCA Chapter 5, Article 11 and in 2 GAR Div. 4, Chapter 11 (including §11103(b)).

2.4 Independent price determination. The Contractor certifies that the prices in its quote were arrived at without collusion, and acknowledges that collusion and anti-competitive practices are prohibited by law. Violations are subject to the remedies in 5 GCA §5651. Other civil, criminal and administrative remedies are not limited.

2.5 Debarment and suspension. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from this transaction by any federal, state or local government, including under 2 CFR 180 and the System for Award Management exclusions list. The Contractor will notify PDSC in writing at once if that changes during the contract.

2.6 Continuing disclosure. The duty to disclose under 5 GCA §5233 is a continuing duty for the life of the contract, including renewals. The Contractor must promptly make any disclosure not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts in its Form A. The disclosures become part of the procurement record under 5 GCA §5249. Failure to comply is a material breach of contract.

2.7 Restriction against sex offenders (5 GCA §5253(b)). The Contractor warrants that no person providing services on its behalf has been convicted of a sex offense under 9 GCA Chapter 25 or an offense defined in 9 GCA Chapter 28, Article 2, or an offense in another jurisdiction with at least the same elements, or is listed on the Sex Offender Registry, and that no such person will provide services on its behalf on Government of Guam property other than a public highway. If any such person is convicted after award, the Contractor will notify PDSC within twenty-four (24) hours of the conviction and immediately remove the person from working for PDSC. If PDSC notifies the Contractor of a violation, the Contractor will take

corrective action within twenty-four (24) hours and report that action. If it does not, PDSC may temporarily suspend the contract until corrective action is taken.

Article 3 – Payment, taxes and funding

3.1 No advance payment. No advance payment, prepayment or irrevocable letter of credit will be made or required (5 GCA §5007). Subscription, hosting, support and similar fees are payable in arrears, after the period of service and after acceptance.

3.2 Payment. PDSC pays undisputed invoices for accepted work according to the payment schedule on the Quote Form. Interest on late payments, if any, is governed by the Government of Guam's Prompt Payment Act (5 GCA §§22501–22507). Invoices go to the Fiscal Office at fiscal@guampdsc.org.

3.3 Taxes. The Contractor is subject to Guam income taxes and all other taxes on Guam transactions and is responsible for all payroll withholding, social security, income, gross receipts and other taxes due from its work and its personnel, as required by the United States and Guam.

3.4 Non-appropriation and multi-term funding. (a) Payment is subject to availability of funds in each fiscal year. (b) If funds are not appropriated or become insufficient, the contract will be cancelled, and PDSC will give the Contractor timely notice (2 GAR Div. 4 §3121(e)(1)(C) and (D)). The Contractor may not recover any amount except payment for conforming work accepted before cancellation.

Article 4 – Wage and benefit determination (5 GCA Chapter 5, Article 13)

4.1 Wage Determination. The Contractor will pay every person it employs whose purpose, in whole or in part, is the direct delivery of the contracted services at least the Wage Determination for Guam and the Northern Mariana Islands issued by the U.S. Department of Labor (5 GCA §5801). The Contractor is responsible for flowing this obligation down to its subcontractors. The current determination is Attachment 1 to this RFQ.

4.2 Which determination applies. The determination most recently issued when the contract is awarded applies. At each renewal, the determination most recently issued before the renewal date applies, and PDSC may require the price to be adjusted in the Contractor's quote only as the contract and Guam law permit (5 GCA §5801).

4.3 Benefits and holidays. The Contractor will provide health and similar benefits of at least the value stated in the Wage Determination and a minimum of ten (10) paid holidays per year per employee (5 GCA §5802).

4.4 Enforcement. The Guam Department of Labor will investigate any violation by the Contractor or its subcontractors. It may assess a monetary penalty of $100 to $1,000 per day until the violation is corrected and order payment of back wages and benefits (5 GCA §5803).

4.5 Probationary status. In addition to any other remedy, the Chief Procurement Officer may place a contractor in violation on probationary status for one (1) year, during which no instrumentality of the Government of Guam may award it a contract. A contractor assessed a penalty or placed on probation may appeal to the Superior Court of Guam (5 GCA §5804).

4.6 Declaration, certification and records. The Contractor has submitted a Declaration of Compliance with Wage Determination laws (Form F) with a copy of the most recent Wage Determination (5 GCA §5805). On PDSC's written request, the Contractor will certify its compliance with each invoice, with the names, positions, and detailed wages and benefits of employees providing direct services, and will provide source documents for those payments.

Article 5 – Equal employment opportunity and licensing

5.1 Equal employment opportunity. The Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, and will treat employees equally during employment. The Contractor will comply with the nondiscrimination laws that apply to it, including Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Age Discrimination in Employment Act (29 CFR 1625–1627) and the Americans with Disabilities Act, and applicable Guam law.

5.2 Licenses. The Contractor must hold all business licenses and permits required to do business in Guam under the Guam licensing law (11 GCA §70130) before the contract is signed, and must keep them current for the term.

Article 6 – Performance, data and security

6.1 Warranty. The Contractor warrants that the system will perform as described in its quote and Section 2, and will correct defects at no added cost during the term.

6.2 Inspection and acceptance. All services and deliverables are subject to inspection and testing by PDSC. If they do not conform, PDSC may reject them or require correction within the time PDSC sets.

6.3 Confidentiality of client data. The Contractor will keep all PDSC client and case information confidential, use it only to provide the services, and follow applicable federal and Guam confidentiality and data security laws and the privilege obligations of PDSC's attorneys.

6.4 Data ownership and return. PDSC owns all data in the system. The Contractor will give PDSC a complete copy in a usable, non-proprietary format on request and at the end of the contract, and will then delete its copies and certify the deletion in writing.

6.5 Security incidents. The Contractor will notify PDSC in writing within twenty-four (24) hours of learning of any unauthorized access to PDSC data.

6.6 Insurance. The Contractor will carry commercial general liability, workers' compensation and cyber liability insurance and give PDSC a certificate of insurance before work begins. Lapse of required coverage is a material breach.

6.7 Indemnity. The Contractor will indemnify and hold harmless the Government of Guam and PDSC from claims arising from the Contractor's negligence, willful misconduct or breach, to the extent Guam law allows.

6.8 Notice of delay. If the Contractor cannot meet a delivery or implementation date, it must notify PDSC in writing at least twenty-four (24) hours before the date, with the causes of the delay. PDSC may reject an inadequate justification.

Article 7 – Changes, stop work and termination

7.1 Changes. By written change order, PDSC's Procurement Officer may make changes within the general scope of the contract. If a change increases or decreases the cost or time of performance, the parties will adjust the price or schedule and modify the contract in writing. The Contractor must continue to perform while the adjustment is agreed. The Contractor must give notice of intent to claim an adjustment within thirty (30) days after receiving a change order, and no claim for an adjustment will be allowed after final payment (2 GAR Div. 4 §6101).

7.2 Stop work. PDSC may, by written order identified as a stop work order, require the Contractor to stop all or part of the work for up to ninety (90) days, or longer if the parties agree. The Contractor must comply and minimize costs during the stoppage. Before the order expires, PDSC will cancel it or terminate the affected work under clause 7.3 or 7.4 (2 GAR Div. 4 §6101).

7.3 Termination for default. (a) If the Contractor fails to perform, breaches a warranty or breaches any required provision in Articles 2 to 5, PDSC may give written notice of the failure. If the Contractor does not cure within ten (10) days, or any longer time PDSC states, PDSC may terminate the contract in whole or in part. (b) PDSC may buy similar services elsewhere, and the Contractor is liable for the excess costs. (c) PDSC

may recover the other remedies Guam law provides. (d) The Contractor will not be in default for delay caused by events beyond its control and without its fault or negligence, if it gives prompt written notice.

7.4 Termination for convenience. PDSC may end the contract in whole or part at any time by written notice when it is in the Government's best interest. The Contractor will stop work as directed, end related subcontracts and orders, and file a termination claim within one (1) year after the effective date of termination. PDSC will pay for conforming work done up to the termination date plus reasonable settlement costs, as 2 GAR Div. 4 Chapter 3 and §6101 provide, and not more than the contract price reduced by payments made.

7.5 Continuity of services. Because PDSC depends on the system to serve clients, any termination or expiration is conditioned on PDSC receiving a complete copy of its data under clause 6.4 and the Contractor's reasonable cooperation, at no added cost during a transition period of up to [90] days, so that client services are not interrupted.

Article 8 – Claims and disputes

8.1 Resolution. The parties will try to resolve every controversy arising under the contract by mutual agreement. If that fails, the Contractor must ask PDSC's Administrative Director, in writing, for a final decision. The Administrative Director will issue a written decision within sixty (60) days after the request (5 GCA §5427). If no decision is issued in that time, the Contractor may proceed as though an adverse decision had been issued.

8.2 Continued performance. The Contractor must follow PDSC's decision and keep performing while a dispute is resolved, except where it claims a material breach by the Government, unless PDSC's Administrative Director determines in writing that continued service is essential to public health or safety.

8.3 Remedies. Contract remedies are as provided in 5 GCA Chapter 5, Articles 9 and 12 and 2 GAR Div. 4, Chapter 9.

5. Required Affidavits and Declarations

Guam procurement law requires each quoter to make the disclosures below as a condition of doing business with the Government. Submit one set only. Forms A to E and Form G are sworn before a notary public and must be originals. Form F is a signed declaration. Form H is optional. A quote without all seven required forms may be rejected as non-responsive.

Form	Title	Authority	Notarized
A	Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest	5 GCA §5233, as amended by P.L. 36-13	Yes
B	Affidavit re: Non-Collusion	2 GAR Div. 4 §3126(b)	Yes
C	Affidavit re: No Gratuities or Kickbacks	5 GCA Chapter 5, Art. 11; 2 GAR Div. 4 §11107(e)	Yes
D	Affidavit re: Ethical Standards	5 GCA Chapter 5, Art. 11; 2 GAR Div. 4 §11103(b)	Yes
E	Affidavit re: Contingent Fees	2 GAR Div. 4 §11108(f) and (h)	Yes

F	Declaration re: Compliance with U.S. DOL Wage Determination	5 GCA §§5801 to 5805	No (signed under penalty of perjury)
G	Special Provision: Restriction Against Sex Offenders Employed by Service Providers	5 GCA §5253(b)	Yes
H (optional)	Preference Application	5 GCA §§5008, 5011, 5012, 5013	No

Form A

Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest

Pursuant to 5 GCA §5233 as amended by P.L. 36-13.

CITY OF _____, ISLAND OF GUAM, ss.

Preface. As a condition of submitting a bid, offer, proposal or quote, or responding to any method of source selection under Guam's Procurement Law to enter into a contract with the Government of Guam, this Affidavit requires every Bidder, Offeror or Prospective Contractor to disclose ownership, influence, commissions, gratuities, kickbacks and conflicts of interest during the 365 calendar days before the issue date of this RFQ and until award of a contract. The duty to disclose changes continues through the solicitation and, if awarded, through the life of the contract, including extensions and renewals.

A. I, the undersigned, being first duly sworn, state that I am an authorized representative of the Quoter and that (check and complete all that apply):

☐ The Quoter is an individual with a business license, and all decisions are made by, and all profit is for, that same individual. Principal place of business street address:

_____

☐ The Quoter is a business or artificial person (as defined in 1 GCA §715 or 5 GCA §§5030(n) or 5233(b)) and is a sole proprietorship owned entirely (100%) by _____.

Principal place of business street address: _____.

☐ The Quoter is a business or artificial person and is owned by the following multiple individuals. Owners of more than 10% must be listed; owners of smaller percentages are encouraged to be listed.

Name	Address	% of interest

☐ One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of that business or artificial person are listed below, per 5 GCA §5233. Smaller owners are encouraged to be listed.

Second Tier Owner name	Address	% of interest

B. If any Second Tier Owner above is an artificial person, the natural or artificial owners of that Second Tier Owner who hold more than 49% of the shares or interest in the Quoter (Third Tier Owners) are as follows (if none, so state). Second Tier Owner name: _____

Name	Address	% of interest

C. If no natural person has been identified as an owner or Second Tier Owner of the Quoter, identify the natural person with authority and power to remove and replace the designated responsible person:

Name	Position	Address	Phone/email

D. I further state 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, so state):

Name	Address	Compensation amount

E. I further state that the persons who have directly or indirectly participated in this solicitation and who are also employees of the Government of Guam, or of the United States if federal funds will pay for the contract, are as follows (if none, so state):

Name	Address

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Quoter, directly or indirectly:

Name	Address

G. Until award, and throughout the term of any contract awarded to the Quoter, I agree to promptly make any disclosures not made previously and to update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply is a material breach of contract.
H. I declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____

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

Subscribed and sworn to before me this _____day of _____, 20_____.

_____
NOTARY PUBLIC
My commission expires: _____

Form B

Affidavit re: Non-Collusion

CITY OF _____, ISLAND OF GUAM, ss.

_____ [name of affiant], being first duly sworn, states that:

The name of the offering company or individual is _____.

The quote for the solicitation identified above is genuine and not collusive or a sham. The Quoter has not colluded, conspired, connived or agreed, directly or indirectly, with any other quoter or person to put in a sham quote or to refrain from quoting. The Quoter has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person to fix the price of the Quoter or of any other quoter, to fix any overhead, profit or cost element of any quote price, or to secure any advantage against the Government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the quote are true to the best knowledge of the undersigned. This statement is made pursuant to 2 GAR Div. 4 §3126(b).

I make this statement on behalf of myself as a representative of the Quoter and on behalf of the Quoter's officers, representatives, agents, subcontractors and employees.

_____

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

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

_____

NOTARY PUBLIC

My commission expires: _____

Form C

Affidavit re: No Gratuities or Kickbacks

CITY OF _____, ISLAND OF GUAM, ss.

_____ [name of affiant], being first duly sworn, states that:

The name of the offering firm or individual is _____.

Affiant is [the Quoter / a partner of the Quoter / an officer of the Quoter] making the quote identified above.

To the best of affiant's knowledge, neither affiant nor any of the Quoter's officers, representatives, agents, subcontractors or employees has violated or is violating the prohibition against gratuities and kickbacks in 2 GAR Div. 4 §11107(e). Affiant promises, on behalf of the Quoter, not to violate that prohibition.

To the best of affiant's knowledge, neither affiant nor any of the Quoter's officers, representatives, agents, subcontractors or employees has offered, given or agreed to give any Government of Guam employee or former employee any payment, gift, kickback, gratuity or offer of employment in connection with the Quoter's quote.

I make these statements on behalf of myself as a representative of the Quoter and on behalf of its officers, representatives, agents, subcontractors and employees.

_____

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

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

_____

NOTARY PUBLIC

My commission expires: _____

Form D

Affidavit re: Ethical Standards

CITY OF _____, ISLAND OF GUAM, ss.

_____ [name of affiant], being first duly sworn, states that:

Affiant is [the Quoter / a partner of the Quoter / an officer of the Quoter] making the quote identified above. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of the Quoter have knowingly influenced any Government of Guam employee to breach any of the ethical standards in 5 GCA Chapter 5, Article 11. Affiant further promises that neither he or she, nor any officer, representative, agent, subcontractor or employee of the Quoter, will knowingly influence any Government of Guam employee to breach those standards. These statements are made pursuant to 2 GAR Div. 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: _____

Form E

Affidavit re: Contingent Fees

CITY OF _____, ISLAND OF GUAM, ss.

_____ [name of affiant], being first duly sworn, states that:

The name of the offering company or individual is _____.

As part of the Quoter's quote, to the best of my knowledge, the Quoter 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 Div. 4 §11108(f).

As part of the Quoter's quote, to the best of my knowledge, the Quoter has not retained a person to solicit or secure a contract with the Government of Guam upon any 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 Div. 4 §11108(h).

I make these statements on behalf of myself as a representative of the Quoter and on behalf of its officers, representatives, agents, subcontractors and employees.

_____

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

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

_____

NOTARY PUBLIC

My commission expires: _____

Form F

Declaration re: Compliance with U.S. DOL Wage Determination

Procurement No.: PDSC-RFQ-2027-001

Name of Quoter: _____

I, _____, certify under penalty of perjury:

I am [the Quoter / a partner of the Quoter / an officer of the Quoter] making the quote in the procurement identified above.
I have read and understand 5 GCA §5801 and §5802, which require that a contractor providing services to the Government of Guam, and employing persons whose purpose, in whole or in part, is the direct delivery of the contracted service, pay those employees in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued by the U.S. Department of Labor. The determination most recently issued when the contract is awarded applies, and at any renewal the determination most recent to the renewal date applies (§5801). The contract must also provide health and similar benefits of at least the value stated in the Wage Determination, and guarantee a minimum of ten (10) paid holidays per year per employee (§5802).

The Quoter is in full compliance with 5 GCA §5801 and §5802, as they apply to this procurement.
I have attached the most recent Wage Determination for Guam and the Northern Mariana Islands issued by the U.S. Department of Labor.

Signature: _____ Date: _____

Form G

Special Provision – Restriction Against Sex Offenders Employed by Service Providers

Pursuant to 5 GCA §5253(b).

Procurement No.: PDSC-RFQ-2027-001

Name of Quoter: _____

CITY OF _____, ISLAND OF GUAM, ss.

If a contract for services is awarded to the Quoter, the Quoter warrants that no person in its employment, or providing services on its behalf, 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, or who is listed on the Sex Offender Registry, shall provide services on behalf of the Quoter while on Government of Guam property, with the exception of public highways. If any such person is convicted after award, the Quoter warrants that it will notify the Government within twenty-four (24) hours of the conviction and will immediately remove the person from providing services on Government property. If the Quoter is found to be in violation, the Government will give notice, and the Quoter shall take corrective action within twenty-four (24) hours of the notice and notify the Government when it has done so. If the Quoter fails to take corrective action within twenty-four (24) hours, the Government may in its sole discretion temporarily suspend the contract for services until corrective action has been taken.

_____

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: _____

Form H (optional)
Preference Application

Procurement No.: PDSC-RFQ-2027-001.

Name of Quoter: _____.

Non-submission of this form will not make a quote non-responsive, but the quoter will not be considered for a preference. Check each statement that is true. Attach the documents noted.

Local business (5 GCA §5008). ☐ Licensed to do business on Guam. ☐ Maintains an office or other facility on Guam. ☐ A service business actually in business, doing a substantial portion of its business on Guam, and hiring at least 95% U.S. citizens, lawfully admitted permanent residents or nationals of the United States, or persons lawfully admitted to the United States to work based on their citizenship in nations that formerly made up the Trust Territory of the Pacific Islands.

Service-disabled veteran owned business (5 GCA §§5011 and 5012). ☐ Licensed on Guam and headquartered on Guam. ☐ At least 51% owned by one or more service-disabled veterans who served in active U.S. military service, were discharged under honorable conditions, and whose disability is service-connected (attach DD214 and U.S. Department of Veterans Affairs award letter). ☐ The veteran owner(s) have filed individual Guam tax returns for at least three consecutive years.

Women-owned business (5 GCA §5013). ☐ Licensed on Guam and headquartered on Guam. ☐ At least 51% owned by women who manage day-to-day operations and make long-term decisions. ☐ Certified as a Women-Owned Small Business or Economically Disadvantaged Women-Owned Small Business by the U.S. Small Business Administration (attach certification). ☐ The owner(s) have filed individual Guam tax returns for at least three consecutive years.

I affirm that the statements checked are true and elect to apply for the preference(s) marked above.

Signature: _____ Date: _____

6. Quote Form

Complete every line. The total is the fixed price for the full initial term and must include all costs and taxes. Prices are in U.S. dollars. No advance payment will be made (clause 3.1).

Line	Item	Price (USD)
1	Software license or subscription, all PDSC divisions, initial term	
2	Hosting, maintenance, support and updates, initial term	
3	Implementation and configuration	
4	Data migration	
5	Staff training	
6	Other costs (describe)	
	Total fixed price, initial term	
	Price for each renewal year, if PDSC renews (no change from initial pricing)	
	Total of initial term plus all renewal years (may not exceed $250,000)	

Company name	
Guam business license number	
Authorized representative and title	
Address, phone and email	
Quote valid for (not less than [60] days after the quote deadline)	
Payment schedule offered (payable in arrears; no advance payment)	

Quoter's certification

By signing, the Quoter certifies that:
It has read this RFQ and all amendments, and acknowledges receipt of amendments numbered: _____.
It accepts the contract terms in Section 4 without change.
Its quote is complete, firm and not submitted through a broker.
It is not debarred, suspended or excluded as described in Section 4, clause 2.5.
Its prices were arrived at without collusion (Section 4, clause 2.4).
Forms A through G are attached and are true and correct.
It is submitting this quote in good faith.
Signature: _____
Printed name and title: _____
Date: _____

For PDSC use only

Record	Entry
Quote received (date, time, by)	
All required forms present (A–G)	
Written record of all solicitations, no-quotes and positive quotations in file	
Responsive and responsible	
Evaluation scores and best-offer determination in file	
Awarded to / reason	
Included in quarterly small purchase report to the Speaker	
Procurement officer signature and date	

Attachment 1 – U.S. Department of Labor Wage Determination (5 GCA §5801)

"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5693
Revision No.: 29
Date Of Last Revision: 8/27/2026

State: Guam, Northern Mariana Islands, Wake Island

Area: Guam Counties of Guam

Northern Mariana Islands Counties of Mariana and Northern Marianas

Wake Island Counties of Wake Island

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.00
01012 - Accounting Clerk II		17.95
01013 - Accounting Clerk III		20.08
01020 - Administrative Assistant		23.15
01035 - Court Reporter		19.38
01041 - Customer Service Representative I		14.59
01042 - Customer Service Representative II		15.92
01043 - Customer Service Representative III		17.86
01051 - Data Entry Operator I		13.28
01052 - Data Entry Operator II		14.49
01060 - Dispatcher, Motor Vehicle		19.05
01070 - Document Preparation Clerk		15.44
01090 - Duplicating Machine Operator		15.44
01111 - General Clerk I		12.73
01112 - General Clerk II		13.89
01113 - General Clerk III		15.59
01120 - Housing Referral Assistant		21.61
01141 - Messenger Courier		12.69
01191 - Order Clerk I		14.15
01192 - Order Clerk II		15.44
01261 - Personnel Assistant (Employment) I		17.30
01262 - Personnel Assistant (Employment) II		19.36
01263 - Personnel Assistant (Employment) III		21.58
01270 - Production Control Clerk		25.51
01290 - Rental Clerk		11.35
01300 - Scheduler, Maintenance		17.32
01311 - Secretary I		17.32
01312 - Secretary II		19.38

01313 - Secretary III	21.61
01320 - Service Order Dispatcher	17.03
01410 - Supply Technician	23.15
01420 - Survey Worker	19.38
01460 - Switchboard Operator/Receptionist	11.20
01531 - Travel Clerk I	15.02
01532 - Travel Clerk II	16.85
01533 - Travel Clerk III	18.26
01611 - Word Processor I	15.44
01612 - Word Processor II	17.32
01613 - Word Processor III	19.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.14
05010 - Automotive Electrician	17.97
05040 - Automotive Glass Installer	16.81
05070 - Automotive Worker	16.81
05110 - Mobile Equipment Servicer	14.42
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.81
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.20
05250 - Motor Vehicle Upholstery Worker	15.64
05280 - Motor Vehicle Wrecker	16.81
05310 - Painter, Automotive	17.97
05340 - Radiator Repair Specialist	16.81
05370 - Tire Repairer	12.98
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.43
07041 - Cook I	17.09
07042 - Cook II	19.91
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.57
07210 - Meat Cutter	14.00
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	10.57
11060 - Elevator Operator	10.92
11090 - Gardener	18.49
11122 - Housekeeping Aide	10.92
11150 - Janitor	10.92
11210 - Laborer, Grounds Maintenance	13.98
11240 - Maid or Houseman	10.59
11260 - Pruner	12.51
11270 - Tractor Operator	16.93
11330 - Trail Maintenance Worker	13.98
11360 - Window Cleaner	12.21
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	19.37
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		15.95
12130 - Medical Laboratory Technician		20.82
12160 - Medical Record Clerk		16.47
12190 - Medical Record Technician		18.49
12195 - Medical Transcriptionist		18.65
12210 - Nuclear Medicine Technologist		45.85
12221 - Nursing Assistant I		13.38
12222 - Nursing Assistant II		15.05
12223 - Nursing Assistant III		16.42
12224 - Nursing Assistant IV		18.42
12235 - Optical Dispenser		20.86
12236 - Optical Technician		18.65
12250 - Pharmacy Technician		17.04
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)	26.65
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		22.17
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor		

(Non-Rated)	26.65
15020 - Aircrew Training Devices Instructor (Rated)	32.25
15030 - Air Crew Training Devices Instructor (Pilot)	38.40
15050 - Computer Based Training Specialist / Instructor	26.65
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	38.40
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	38.40
15086 - Maintenance Test Pilot, Rotary Wing	38.40
15088 - Non-Maintenance Test/Co-Pilot	38.40
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	11.72
16030 - Counter Attendant	11.72
16040 - Dry Cleaner	13.37
16070 - Finisher, Flatwork, Machine	11.72
16090 - Presser, Hand	11.72
16110 - Presser, Machine, Drycleaning	11.72
16130 - Presser, Machine, Shirts	11.72
16160 - Presser, Machine, Wearing Apparel, Laundry	11.72
16190 - Sewing Machine Operator	13.93
16220 - Tailor	14.49
16250 - Washer, Machine	12.27
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	16.76
21030 - Material Coordinator	25.51
21040 - Material Expediter	25.51
21050 - Material Handling Laborer	15.21
21071 - Order Filler	11.02
21080 - Production Line Worker (Food Processing)	16.76
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	17.82
21150 - Stock Clerk	25.07
21210 - Tools And Parts Attendant	16.76
21410 - Warehouse Specialist	16.76
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.54
23019 - Aircraft Logs and Records Technician	21.42
23021 - Aircraft Mechanic I	26.22
23022 - Aircraft Mechanic II	27.54
23023 - Aircraft Mechanic III	28.93
23040 - Aircraft Mechanic Helper	18.24
23050 - Aircraft, Painter	24.63
23060 - Aircraft Servicer	21.42
23070 - Aircraft Survival Flight Equipment Technician	24.63
23080 - Aircraft Worker	23.13
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.22
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81
23125 - Cable Splicer	26.61
23130 - Carpenter, Maintenance	17.74
23140 - Carpet Layer	18.43

23160 - Electrician, Maintenance	20.68
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	18.00
23310 - Fire Extinguisher Repairer	15.81
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81
23370 - General Maintenance Worker	14.64
23380 - Ground Support Equipment Mechanic	26.22
23381 - Ground Support Equipment Servicer	21.42
23382 - Ground Support Equipment Worker	23.13
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	21.77
23440 - Heavy Equipment Operator	18.87
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	15.21
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	26.47
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	13.00
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	17.70
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	15.47
24620 - Family Readiness And Support Services Coordinator	17.70
24630 - Homemaker	17.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.89
27007 - Baggage Inspector	10.63

27008 - Corrections Officer		14.59
27010 - Court Security Officer		14.59
27030 - Detection Dog Handler		11.89
27040 - Detention Officer		14.59
27070 - Firefighter		14.59
27101 - Guard I		10.63
27102 - Guard II		11.89
27131 - Police Officer I		16.05
27132 - Police Officer II		17.83
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		13.69
28042 - Carnival Equipment Repairer		14.96
28043 - Carnival Worker		10.12
28210 - Gate Attendant/Gate Tender		14.50
28310 - Lifeguard		11.60
28350 - Park Attendant (Aide)		16.21
28510 - Recreation Aide/Health Facility Attendant		13.02
28515 - Recreation Specialist		20.09
28630 - Sports Official		12.91
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		30.02
29020 - Hatch Tender		30.02
29030 - Line Handler		30.02
29041 - Stevedore I		27.95
29042 - Stevedore II		32.09
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.54
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	32.09
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	35.33
30021 - Archeological Technician I		18.41
30022 - Archeological Technician II		20.59
30023 - Archeological Technician III		25.51
30030 - Cartographic Technician		25.51
30040 - Civil Engineering Technician		25.51
30051 - Cryogenic Technician I		28.25
30052 - Cryogenic Technician II		31.21
30061 - Drafter/CAD Operator I		18.41
30062 - Drafter/CAD Operator II		20.59
30063 - Drafter/CAD Operator III		22.96
30064 - Drafter/CAD Operator IV		28.25
30081 - Engineering Technician I		17.32
30082 - Engineering Technician II		19.44
30083 - Engineering Technician III		21.74
30084 - Engineering Technician IV		26.94
30085 - Engineering Technician V		32.95
30086 - Engineering Technician VI		39.86
30090 - Environmental Technician		25.51
30095 - Evidence Control Specialist		25.51
30210 - Laboratory Technician		22.96
30221 - Latent Fingerprint Technician I		28.25
30222 - Latent Fingerprint Technician II		31.21
30240 - Mathematical Technician		25.51
30361 - Paralegal/Legal Assistant I		21.15
30362 - Paralegal/Legal Assistant II		26.20
30363 - Paralegal/Legal Assistant III		32.04
30364 - Paralegal/Legal Assistant IV		38.76
30375 - Petroleum Supply Specialist		31.21
30390 - Photo-Optics Technician		25.51
30395 - Radiation Control Technician		31.21
30461 - Technical Writer I		25.51
30462 - Technical Writer II		31.21
30463 - Technical Writer III		37.75

30491 - Unexploded Ordnance (UXO) Technician I		29.57
30492 - Unexploded Ordnance (UXO) Technician II		35.78
30493 - Unexploded Ordnance (UXO) Technician III		42.89
30494 - Unexploded (UXO) Safety Escort		29.57
30495 - Unexploded (UXO) Sweep Personnel		29.57
30501 - Weather Forecaster I		28.25
30502 - Weather Forecaster II		34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.96
30621 - Weather Observer, Senior	(see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.78
31020 - Bus Aide		9.12
31030 - Bus Driver		13.10
31043 - Driver Courier		11.04
31260 - Parking and Lot Attendant		9.91
31290 - Shuttle Bus Driver		12.95
31310 - Taxi Driver		11.41
31361 - Truckdriver, Light		12.07
31362 - Truckdriver, Medium		13.10
31363 - Truckdriver, Heavy		18.64
31364 - Truckdriver, Tractor-Trailer		18.64
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.45
99030 - Cashier		10.51
99050 - Desk Clerk		11.14
99095 - Embalmer		29.57
99130 - Flight Follower		29.57
99251 - Laboratory Animal Caretaker I		27.36
99252 - Laboratory Animal Caretaker II		29.90
99260 - Marketing Analyst		21.54
99310 - Mortician		29.57
99410 - Pest Controller		16.07
99510 - Photofinishing Worker		15.54
99710 - Recycling Laborer		19.05
99711 - Recycling Specialist		25.72
99730 - Refuse Collector		18.04
99810 - Sales Clerk		11.54
99820 - School Crossing Guard		20.22
99830 - Survey Party Chief		26.41
99831 - Surveying Aide		15.02
99832 - Surveying Technician		19.52
99840 - Vending Machine Attendant		27.36
99841 - Vending Machine Repairer		34.84
99842 - Vending Machine Repairer Helper		27.36

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.92 per hour, up to 40 hours per week, or $236.80 per week or $1,026.13 per month

HEALTH & WELFARE EO 13706: $5.42 per hour, up to 40 hours per week, or $216.80 per week, or $939.46 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))."" "