

**REQUEST FOR PROPOSALS**  
**Media and Video Production Services**

**PROJECT NO. GETHC-RFP-004-24**

**Guam Ethics Commission**

**134 W. Soledad Avenue  
BOH Building Suite 406  
Hagåtña, Guam 96910  
Tel: 671-969-5625  
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<b>GUAM ETHICS COMMISSION</b> <b>REQUEST FOR PROPOSAL NO. GETHC-RFP-004-24</b> <b>Media and Video Production Services</b>	
<b>RFP Issue Date: June 27, 2024</b>	
<b>Proposal Due Date and Time:</b> <b>July 19, 2024</b> <b>4:00 PM ChST</b>	
<b>ISSUING AGENCY INFORMATION</b>	
Guam Ethics Commission 134 W. Soledad Ave. BOH Building Suite 406 Hagåtña, Guam 96910 Phone: (671) 969-5625	
<b>Point of Contact</b> Mr. Jesse Quenga Email: info@ethics.guam.gov Phone: (671) 969-5625 Fax: (671) 969-5626	
<b>INSTRUCTIONS TO OFFERORS</b>	
<b>Return Proposal to:</b> Guam Ethics Commission 134 W. Soledad Ave. BOH Building Suite 406 Hagatna, GU 96910	<b>Mark Face of Envelope/ Package:</b> Media and Video Production Services RFP Number: GETHC-RFP-004-24 RFP Due Date: July 19, 2024, 4:00 PM ChST
<b>OFFERORS MUST COMPLETE THE FOLLOWING</b>	
<b>Offeror Name/Point of Contact/Address:</b>	<b>Authorized Offeror Signatory:</b>
	<b>(Please print name and sign in ink)</b>
<b>Offeror Title:</b>	<b>Offeror Email Address:</b>
<b>Offeror Telephone Number:</b>	<b>Offeror Fax Number:</b>
<b>OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS</b>	

# **REQUEST FOR PROPOSAL PROJECT NO. GETHC-RFP-004-24 MEDIA AND VIDEO PRODUCTION SERVICES**

## **BASIC INFORMATION**

### **I. BACKGROUND OVERVIEW**

Following the enactment of Public Law 36-25, all government of Guam employees must attend and complete the Ethics in Government Program hosted by the Guam Ethics Commission. All new government of Guam employees hired after May 2021 are required to attend ethics in government training within the first six (6) months of his or her employment as opposed to thirty-six months for those hired prior to May 2021.

The Guam Ethics Commission (GEThC) is seeking proposals for the production of video and print media contents for an online training series designed to provide ethics training to Government of Guam employees and elected officials. GEThC seeks a qualified company to produce 6-9 small “bite size” videos of about 20-30 seconds in length that can be made available on and compatible with its current online training module.

These videos will be viewed online via streaming video that will make accessible and convenient for Government of Guam employees, some of whom may not have the time and/or resources to attend, in person, classes or do not have a normal working schedule. In addition, these videos for employees shall be accessed from a computer, tablet or smartphone. This approach will facilitate cost effective training for Guam’s 12,000 government employees in a manner that would be nearly impossible to accomplish in a traditional classroom environment.

In addition, GEThC seeks a qualified company to produce contents that will be used for print media. The Guam Ethics Commission expects that the video modules and print media designs will follow a coherent design that reflects a consistent framework and establishes a professional yet creative and engaging tone.

### **II. QUALIFICATIONS OF PROPOSER**

GEThC requires the professional services of a qualified individual or company to provide video production services for the GEThC.

At a minimum, the firm shall have the following qualifications:

1. Have particular experience in:

- a. Working with Government of Guam Agencies, non-profit and private companies;
2. Have an unexpired license to conduct business on Guam (ie Sole Proprietorship or LLC as an Education Consultant or similar); or
3. Have an unexpired Certificate of Exemption from Business License as a certified Domestic Professional Corporation
4. Prior experiencing in video production, marketing, and social media

### **III. DESCRIPTION OF THE WORK**

The selected video production vendor will fulfill the following:

#### **Project Management:**

- Ensure alignment with overall project timeline;
- Work with the GETHC team to set and track project milestones in accordance with overall timeline;
- Provide routine status updates;
- Manage costs of time and materials to remain within budget;
- Proactively identify and communicate challenges;
- Coordinate quality control of all development work and deliverables; and
- Provide a single point person to oversee the partnership.

#### **Pre-Production:**

- Create an education and/or instructional design that facilitates learning of the complex concepts outlined in narratives authored by the GETHC team;
- Identify video, graphic, and sound elements for the video modules that will be used;
- Plan to cast and use talent;

#### **Video Production:**

- Prepare on-site locations for filming. Preparations may include, but are not limited to: reviewing shot lists with the GETHC team; scouting the location prior to filming, altering the physical environment and/or adapting the film approach to ensure minimal disruptions to film participants;
- Utilize .mp4 and .mov formats and 1080p high-definition resolution;
- Upload unedited raw footage with metadata tags to a designated storage area;
- Work with the GETHC team to review rough cuts, develop the sequence of video clips, and identify gaps in footage for additional filming.
- Edit to final production professional grade copy with absolute attention to detail on video, graphic and sound elements;
- Upload final edited version, raw footage, and rough cuts of all filming sessions for the GETHC to save, review and otherwise use without limitation at any point during and after fulfillment of the contract;
- Provide professional studio or facilities for shooting, if needed.

- No limit on revisions, until GETHC staff gives the final approval.

**Print Media Production:**

- Provide high quality design materials, including publications, infographics, posters, logos etc. all of which must comply with agreed formats and communication objectives of GETHC Staff
- Design new, original products not based on existing templates
- Layout provided documents into professional communication products compliant with the design brief/request sent by GETHC
- No limit on revisions, until GETHC staff gives the final approval.

**Deliverables**

The GETHC expects all video modules will have professional-grade production features and all raw footage it needs to be submitted. In addition, GETHC expects all graphics and designs of print media to be high quality and professional.

**Intellectual Property**

The Guam Ethics Commission is the sole owner of all content and materials developed under this RFP. The GETHC retains the distribution rights to any content or materials to exercise as it deems appropriate. Selected partner(s) may not use, reuse, distribute, publish, or base derivative works upon such materials without the express, prior written consent of the GETHC.

**IV. TIME AND DURATION OF THE WORK INVOLVED**

It is anticipated that the firm will commence work from the Agreement execution date. The term of the agreement shall be for a period of one (1) year. This Agreement may be renewed annually, at the sole discretion of the GETHC, for an additional one-year period but not to exceed the total contract term of five (5) years, by written notice. GETHC is not obligated to renew the Agreement and does not have to give reason if GETHC elects not to renew. All materials resulting from this contract shall be the sole ownership of the GETHC.

**V. SUBJECT TO THE AVAILABILITY OF FUNDS**

The agreement may be cancelled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first. If the agreement is cancelled for lack of funds, GETHC will notify the firm on a timely basis that funds are not available for the continuation of the agreement for each succeeding fiscal period.

This does not affect either the territory’s rights or the contractor’s rights under any termination clause in the contract as set forth in 2 GAR, Div. 4 §§3121(e)(1)(C) and (D).

In the event of cancellation, the firm shall be reimbursed the unamortized, reasonably incurred, nonrecurring costs pursuant to 2 GAR, Div. 4, §3121(e) (1) (G).

## VI. TYPE OF CONTRACT

A Professional Services Agreement will be consummated between the firm and GETHC. A sample agreement is attached herein as Attachment B, for reference.

## VII. SUBMISSION DEADLINE

All proposals under this RFP solicitation must be written, time-stamped and received at the GETHC Office located 134 West Soledad Avenue, BOH Building Suite 406, Hagåtña, Guam, to include an Original and Two (2) copies, per the time specified in the RFP Timetable of Significant Dates. No proposals shall be received after such date and time.

### a. RFP Timetable of Significant Dates

The following RFP timetable should be used as a working guide for planning purposes. GETHC reserves the right to adjust this timetable as required during the course of the RFP process.

<b>RFP Event</b>	<b>Date</b>
RFP Issue Date	June 27, 2024
Deadline for Written Questions from Offerors	3 PM July 11, 2024
Addendum Issued (if needed)	
RFP Response/Submission Due Date	4 PM July 19, 2024

**Note:** All dates and times are noted as being in Guam.

The RFP amendments, if any, will be sent to only those vendors having received the RFP through GETHC but all amendments will be placed on the Commission's website <http://www.guamethics.com>

### Amendments to RFP

GETHC reserves the right to revise or amend the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals and shall be identified as such. Each amendment will contain an Acknowledgment Receipt Form. Offerors must sign the Acknowledgment Receipt Form and return the signed copy via email or fax to GETHC. Signed Acknowledgment Receipt Forms for every amendment must also be included in the proposal submission.

The amendment shall refer to portions of the Request for Proposal it amends. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals.

## **VIII. CANCELLATION OR REVISION OF PROPOSAL**

This RFP may be cancelled, or any and all proposals may be rejected in whole or in part as may be pursuant to 2 GAR Div. 4 § 3115 (d) (1) (B) and (d) (2) (A), when it is in the best interests of the Territory of Guam. Additionally, in accordance with 2 GAR, Div. 4, § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be cancelled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

## **IX. REJECTION OF PROPOSALS**

Any offer submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of the Territory of Guam, in accordance with 2 GAR, Div.4 § 3115(c). Reasons for rejecting proposals include but are not limited to: (1) the business that submitted the proposals is non-responsive as determined under 2 GAR, Div. 4 §3116; (2) the proposal ultimately fails to meet the announced requirements of the Office in some material respect; or (3) the proposal price is clearly unreasonable. Upon request, unsuccessful offerors shall be advised of the reasons for rejection.

When proposals are rejected, or a solicitation cancelled after proposals are received, the proposals which have been opened shall be retained in the procurement file, or if unopened, returned to the offerors upon request, or otherwise disposed of pursuant to 2 GAR, Div. 4 § 3115(g).

## **X. MULTIPLE OR ALTERNATE PROPOSALS**

Multiple or alternate proposals will be rejected. If an offeror clearly indicates a base offer, it shall be considered for award as though it were the only proposal submitted by the offeror as set forth in 2 GAR, Div. 4 § 3102(d).

## **XI. TRADE SECRETS AND PROPRIETARY DATA**

Offerors may designate those portions of their proposal that contain trade secrets or proprietary data, which are to remain confidential. GEthC will examine any such request to designate portions of

proposals as trade secrets or proprietary data as confidential and determine the validity of such request prior to entering into negotiations with prospective offeror.

If the parties do not agree as to the disclosure of trade secrets or data in the proposal, the offeror may withdraw the proposal, or protest the decision under 5 GCA, Article 9. Otherwise, the proposal will be disclosed.

## **XII. CONTENTS OF THE PROPOSAL**

The proposal, **at the minimum**, must contain:

a. **Transmittal Letter:**

1. A transmittal letter, prepared on the Offeror's business stationary, is to accompany the original and required copies of the Submission.
2. The purpose of this letter is to transmit the Proposal and should be brief.
3. The letter must be signed by an individual who is authorized to bind the Offeror to all statements contained in the submission.
4. The transmittal letter must make reference to the RFP number and Professional Services that Offeror is responding to.

b. **Statement of Qualifications and Experience of Offeror:**

1. Proposals will be reviewed and evaluated based on the qualifications of the Offeror and the plan submitted to perform the services in the RFP, which should be clearly addressed in a cover letter that will include but is not limited to:
  - i. A statement of interest and qualifications.
  - ii. A comprehensive summary of the vendor's professional history, background, and qualifications for this project, including those of proposed key staff members. Additionally, Offerors must provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.
  - iii. Description of a minimum of three (3) successful projects completed wherein the Offeror has served as a project manager.
  - iv. A minimum of three (3) references with complete contact information that can attest to past performance on similar projects.
  - v. Proof of the license to do business on Guam and no pending legal issues with the government or other private companies.
  - vi. Affidavits attached to this RFP notarized in the state or territory of the Offeror's principal place of establishment.
  - vii. All items submitted in response to the RFP become the property of the GETHC and none will be returned.

c. **Technical Proposal: (Organize and label sections accordingly)**



1. Project Narrative Plan: Communicates project vision, commitment to project scope and overall timeline, and approach to project management.
2. Organizational Capacity: Resumes and/or summary biographies of the key project personnel with detailed description of their roles related to the project; description of any subcontractors and their work including but not limited to resumes and/or summary biographies.
3. Equipment: Description of equipment required for project including the identification of equipment that partner(s) owns, rents and/or borrows.
4. Related Project Experience: Evidence of successful service of projects of similar size, scope and complexity, as detailed above, including demonstration of ability to work collaboratively with client teams and other vendors; experience with educational and/or instructional videos preferred and should be highlighted;
5. Project Timeline: A reasonable timetable and estimate of work required (i.e., hours per task).
6. **Optional:** One professional reference/letters of recommendation from a current client. Current shall mean references for whom the vendor has performed work within the past 12 months. Organization name and contact information must be provided.

d. **Work Sample:**

1. At least three samples of relevant video production work products;
2. At least three samples of relevant design materials, including publications, infographics, posters, logos work products

### **XIII. SELECTION OF BEST QUALIFIED PROPOSER AND PROPOSAL**

a. **Evaluation and Ranking:**

After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria as reflected herein and shall be ranked accordingly. The ranking of the proposals will be based on the averaging of the rankings awarded to the proposals by each Evaluation Committee member.

b. **Selection:**

The selection of the best qualified, responsive proposer will be based on the ranking of the proposers. GETHC reserves the right to short-list qualified Proposers.

**Offerors may be required to be interviewed or hold discussions with the Evaluation Committee to clarify certain items from the submitted proposal. These discussions, if any, will be in accordance with the Guam Procurement Laws.**

In the event of a tie between two or more evaluation scores, Offerors shall be invited to appear before the evaluation committee for further interviews for the purpose of breaking this tie.

The highest ranked proposer will be selected to enter into negotiations with GEthC. If an agreement can be reached as to a reasonable rate, a contract will then be prepared for signatures by both parties.

If GEthC is unable to negotiate a contract with the highest ranked Proposer, the Procurement Officer or designee may enter into negotiations with the next highest ranked proposer based on the established short list.

**c. Standard for Determination of Best Qualified Proposer:**

GEthC shall use the following standards in determining the best qualified proposer:

1. The ability, capacity, and skill of the proposer to perform;
2. Whether the proposer can perform promptly and/or within the specified time;
3. The character, integrity, reputation, judgment experience, and efficiency of the proposer;
4. The quality of performance of the proposer with regards to awards previously made to him/her;
5. The sufficiency of the financial resources and ability of the proposer to perform; and
6. Whether the proposer met the specifications of the Request for Proposal (RFP).

**XIV. EVALUATION CRITERIA**

Selection of the best qualified Offeror will be based on the qualifications, experience, and commitment of the Offeror’s lead and support individuals proposed for this opportunity. GEthC plans to negotiate an agreement with the best-qualified Offeror for the required services.

The Evaluation Committee will review and evaluate the contents of the cover letter and proposals according to the following criteria based on a maximum possible value of 100 points.

Breakdown of Evaluation:

- A. Qualifications & Relevant Experience.....(40 Points)**
- B. Quality/Responsiveness.....(10 Points)**
- C. Approach & Strategy.....(50 Points)**

**TOTAL MAXIMUM POINTS.....(100 Points)**

**A. Qualifications & Experience (40 pts):** All proposals submitted in response to this opportunity shall contain a Statement of Qualifications. The Statement of Qualifications shall describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document. Offerors must provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated. The Statement of Qualifications shall include a minimum of three (3) examples of successful project management services.

**B. Quality & Responsiveness (10 pts):** The quality and responsiveness of an Offeror’s proposal is subject but not limited to the following:

1. Proof of the license to do business and statement of no pending legal issues with the government or other private companies.
2. Affidavits (attached) notarized in the state or territory of the Offeror’s principal place of establishment.
3. Adherence to any amendments issued by GETHC.

**C. Plan of Performance – Approach & Strategy (50 pts)**

Plan of Performance must include the Offeror’s Approach and Strategy to carrying out the services sought herein. This must include but is not limited to the following:

- a. The Offeror shall indicate how it plans to undertake the services required in the opportunity.
- b. Proposals shall include a Work Plan that delineates the Firm’s approach to be used in working with GETHC to provide the services sought herein.
- c. The Offeror shall include information about the proposed subcontractors (if any) it would engage to provide the required services.
- d. At a minimum the Offeror shall provide:
  1. Name and address of Offeror
  2. Age of Offeror’s business
  3. List of all subcontractors for this project.

**XV. FEE PROPOSALS**

Proposers shall not submit any cost or pricing data with their proposal. Fee proposals will be solicited by GETHC upon selection of the highest ranked proposal and be submitted at a time and in a format as determined by GETHC.

## **XVI. RESTRICTIONS AGAINST SEX OFFENDERS**

If a contract is awarded, then the offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28 Article 2, 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 Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

If any employee of an offeror is providing services on Government property and is convicted subsequent to an award of a contract, then the offeror warrants that it will notify the Government of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on Government property.

If the offeror is found to be in violation of any of the provisions of this section, then the Government will give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four hours of such notice, and the offeror shall notify the Government when action has been taken. If the offeror fails to take corrective steps within twenty-four hours of notice, then the Government in its sole discretion may suspend temporarily the contract until corrective action has been taken.

## **XVII. SUBMISSION OF DISCLOSURE FORMS**

The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the ease of making these required disclosures, the Government is providing sample disclosure forms. There are six (6) disclosure forms labeled Forms A-1 through A-6, and they are found in Attachment A. They must be completed and included with the offeror's proposal. Failure to complete and submit the forms may disqualify the offeror's proposal as being non-responsive.

### **a. Affidavit Disclosing Ownership and Commissions (Form A-1).**

As a condition of doing business with the Government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent of the outstanding interest of the offeror's business during the twelve-month period immediately preceding the date the proposals are due, including the percentage owned by each such person or entity. The affidavit must be made between the date of issuance of this RFP and the date that proposals are due, so long as the ownership listing mentioned in the affidavit is for the 365-day period preceding the date the offeror submits the proposal.

The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the Government

or for assisting the offeror in obtaining business related to this RFP, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the offeror upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business.

**b. Affidavit re Non-Collusion (Form A-2).**

The offeror must represent that the offer is genuine and not a sham and that the offeror is not in collusion with others, that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other person to put in a sham proposal, to fix the cost of the contract, to secure any advantage against the Government or any person interested in the contract.

**c. Affidavit re No Gratuities or Kickbacks (Form A-3).**

The offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any Government employee or former Government employee, or for any Government employee or former Government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof.

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

**d. Affidavit re Ethical Standards (Form A-4).**

The offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulations pertaining to ethics in public contracting.

**e. Declaration for Compliance with US DOL Wage Determination (Form A-5).**

Offerors are required to declare in non-affidavit form that they are in compliance with 5 GCA § 5801 and § 5802 regarding wage determination, and the current applicable US DOL Wage Determination must be attached to the declaration.

**f. Affidavit re Contingent Fees (Form A-6).**

The offeror must represent as a part of its proposal that such offeror has not retained any person or agency to solicit or secure a Government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee or arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**XVIII. TAXES**

The successful Offeror shall be liable for all applicable taxes and duties. GEthC shall have no tax liability under this contract arising from this RFP. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

**\*\*\*END OF BASIC INFORMATION\*\*\***

**AFFIDAVIT RE NON-COLLUSION**

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

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

- 1. The name of the offering company or individual is [state name of company] \_\_\_\_\_.

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

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

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_.

**AFFIDAVIT RE GRATUITIES OR KICKBACKS**

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

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

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

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

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

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

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

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

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

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires \_\_\_\_\_, \_\_\_\_\_.



**AFFIDAVIT RE ETHICAL STANDARDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

\_\_\_\_\_  
Signature

"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.: 21 Date Of Last Revision: 05/10/2024

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 \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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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 (\$17.20 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: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 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))."



**AFFIDAVIT RE CONTINGENT FEES**

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

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

1. The name of the offering company or individual is [state name of company]  
 \_\_\_\_\_.

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

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

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror’s officers, representatives, agents, subcontractors, and employees.

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

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

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires \_\_\_\_\_, \_\_\_\_\_.

MEDIA AND VIDEO PRODUCTION SERVICES AGREEMENT PURSUANT TO

GEthC-RFP-004-24

This AGREEMENT is made between \_\_\_\_\_ (the “Firm”), whose address is \_\_\_\_\_, and the GUAM ETHICS COMMISSION (the “GEthC”), whose mailing address is 134 West Soledad Avenue, BOH Building Suite 406, Hagåtña, Guam 96910.

**RECITALS**

WHEREAS, pursuant to Title 5, Guam Code Annotated, Section 5216, GEthC issued a Request for Proposal to obtain media and video production (Request for Proposal No. GEthC-RFP-004-24) (the “RFP”) giving adequate notice of the need for such services; and

WHEREAS, the Firm submitted a statement of qualifications and an interest in providing such services in response to the RFP; and

WHEREAS, the Firm was determined in writing by the head of the purchasing agency or a designee of such officer to be best qualified to provide media and video production services on the evaluation factors set forth in the RFP, and fair and reasonable fees were agreed to between the parties.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION ONE**  
**SCOPE OF SERVICES**

**Project Management:**

- Ensure alignment with overall project timeline;
- Work with the GEthC team to set and track project milestones in accordance with overall timeline;
- Provide routine status updates;
- Manage costs of time and materials to remain within budget;
- Proactively identify and communicate challenges;
- Coordinate quality control of all development work and deliverables; and
- Provide a single point person to oversee the partnership.

**Pre-Production:**

- Create an education and/or instructional design that facilitates learning of the complex concepts outlined in narratives authored by the GEthC team;
- Identify video, graphic, and sound elements for the video modules that will be used;
- Plan to cast and use talent;

**Video Production:**

- Prepare on-site locations for filming. Preparations may include, but are not limited to: reviewing shot lists with the GETHC team; scouting the location prior to filming, altering the physical environment and/or adapting the film approach to ensure minimal disruptions to film participants;
- Utilize .mp4 and .mov formats and 1080p high-definition resolution;
- Upload unedited raw footage with metadata tags to a designated storage area;
- Work with the GETHC team to review rough cuts, develop the sequence of video clips, and identify gaps in footage for additional filming.
- Edit to final production professional grade copy with absolute attention to detail on video, graphic and sound elements;
- Upload final edited version, raw footage, and rough cuts of all filming sessions for the GETHC to save, review and otherwise use without limitation at any point during and after fulfillment of the contract;
- Provide professional studio or facilities for shooting, if needed.
- No limit on revisions, until GETHC staff gives the final approval.

**Print Media Production:**

- Provide high quality design materials, including publications, infographics, posters, logos etc. all of which must comply with agreed formats and communication objectives of GETHC Staff
- Design new, original products not based on existing templates
- Layout provided documents into professional communication products compliant with the design brief/request sent by GETHC
- No limit on revisions, until GETHC staff gives the final approval.

**Deliverables**

The GETHC expects all video modules will have professional-grade production features and all raw footage it needs to be submitted. In addition, GETHC expects all graphics and designs of print media to be high quality and professional.

**Intellectual Property**

The Guam Ethics Commission is the sole owner of all content and materials developed under this RFP. The GETHC retains the distribution rights to any content or materials to exercise as it deems appropriate. Selected partner(s) may not use, reuse, distribute, publish, or base derivative works upon such materials without the express, prior written consent of the GETHC.

SECTION TWO

AGREEMENT TERM

The term of this Agreement shall commence on the date of execution by the GETHC, and continue for one (1) year with four (4) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years. Any reference to year in this Agreement shall mean a twelve (12) month period. The Firm's agreement to the commencement date set forth herein shall not be deemed a waiver by the Firm



of any claim for payment for services rendered to GETHC prior to the commencement date. This Agreement may be terminated by either party upon thirty (30) days' written notice.

SECTION THREE  
ASSIGNMENTS; ISSUANCE OF ADDENDUM TO AGREEMENT

As set forth in Section One of this Agreement, the Firm agrees to perform the scope of services as may be requested by GETHC on a matter-by-matter basis from time to time and agreed to by the Firm. The Firm shall not undertake work on any matter without a written authorization from GETHC which shall include a maximum amount of compensation for the work.

SECTION FOUR  
COMPENSATION

A. Hourly Fee Matters. For particular assignments (each referred to as an “Hourly Fee Matter”), GETHC shall compensate the Firm according to its hourly rate schedule, attached hereto as Exhibit “A,” for actual time devoted to performing the services related to the Hourly Fee Matter.

1. Invoices. The Firm shall invoice GETHC for payments on a monthly basis and shall be required to provide a record of hours worked and the description of work. GETHC's obligation for payment of the Firm's fees and costs shall be subject to the availability of funds for such payment. GETHC shall pay all invoices within thirty days of receipt.

2. Reimbursement of Expenses. GETHC shall reimburse the Firm for the following expenses if incurred on behalf of GETHC:

- i. Travel, lodging, and other related traveling expenses, provided the prior approval of GETHC is obtained for such travel and provided further that reimbursement for such travel expenses shall be pursuant to GETHC's policy and rates for per diem compensation; and
- ii. Whenever the Firm finds it necessary to obtain any specialized services not normally retained by the Firm, such as, without limitation, spokespersons, interpreters, expert consultants, the Firm and GETHC together shall determine first that the acquisition of such services by the Firm will not circumvent the Guam Procurement Law. The determination shall be made by reviewing the scope of services needed for their degree of specialization and the purpose of the services. If it is determined that the services should be procured in accordance with the Guam Procurement Law, then the acquisition must be undertaken by GETHC. However, if it is determined that the acquisition of such specialized services can be procured by the Firm directly, the Firm may contract directly for such services, except for legal services which must always be procured by GETHC. The costs and fees associated with the specialized services contracted directly by the Firm shall be paid directly to the Firm by GETHC as reimbursement; and
- iii. Messenger and delivery fees, and court filing fees; and

- iv. Any other expenses provided that the prior approval of GETHC has been obtained.

The Firm shall provide vouchers and receipts, together with a brief explanation of such expenses that it has incurred for the benefit of GETHC.

Contingency Fee Matters. This contract will not be employed to pursue any efforts for which the Firm will be compensated via a contingency fee.

B. GETHC will closely monitor the performance of work by the Firm and GETHC has determined that it would not be practical to use any other type of contract to obtain the needed services. The Firm agrees that it shall not receive any of the benefits given to full-time non-contractual employees of the Government of Guam.

#### SECTION FIVE COMPLIANCE WITH LAWS AND REGULATIONS

In performing the work provided for herein, the Firm agrees to fully comply with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both territorial and federal. The Firm assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any local or federal laws on this subject. The Firm has provided GETHC with a copy of its Statement of Exemption pursuant to 11 G.C.A. § 70126.

#### SECTION SIX FINAL PAYMENT AND RELEASE OF CLAIMS

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

#### SECTION SEVEN INDEPENDENT AGENT

For the purpose of the Government Claims Act, the Firm shall not be considered an agent of GETHC with respect to any acts performed by it in connection with the discharge of the duties of this Agreement. There shall be no employee benefits provided under this Agreement, such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by GETHC. The Firm contracts herein with GETHC as an independent contractor, and is neither an employee nor an agent of GETHC for the purpose of performing the services hereunder. GETHC, therefore, assumes no responsibility of liability for the acts of the Firm which are performed in its independent and professional capacity.

#### SECTION EIGHT RESPONSIBILITY OF THE FIRM

The Firm shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The Firm shall correct or revise all errors or deficiencies in its work.

GEthC’s review, approval, acceptance of, and payment of fees for services required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the Firm’s failure to GEthC for all costs of any kind which may be incurred by GEthC as a result of the Firm’s negligent performance of any of the services performed under this Agreement.

SECTION NINE  
ASSIGNMENT

The Firm may not assign this Agreement, or any sum becoming due under the provisions of this Agreement without the prior written consent of GEthC.

SECTION TEN  
ACCESS TO RECORDS AND OTHER REVIEW

The Firm, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence concerning the expenses and costs incurred by the Firm’s performance under this Agreement and shall make such materials available at its respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this Agreement, for inspection by GEthC. Each subcontract by the Firm pursuant to this Agreement shall incorporate this Section.

SECTION ELEVEN  
OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental work of the Firm or materials furnished hereunder shall be and remain the property of GEthC including all publication rights and copyright interests and may be used by GEthC without any additional costs to GEthC.

SECTION TWELVE  
INSURANCE

The Firm shall maintain in effect during the term of this Agreement, and any extensions of the term, Comprehensive General Liability and Professional Liability Insurance.

SECTION THIRTEEN  
CHANGES IN SCOPE OF WORK AND SERVICES

15.1. GEthC Initiated.

To the extent permitted by law, GEthC may by written order, make changes to the general scope of this contract in the services to be performed. The Firm shall not make any changes to the general scope without the written approval of GEthC.

If such changes cause an increase or decrease in the Firm’s cost of, or time required for, performance of any services under this Agreement, the Agreement shall be modified in writing accordingly. Any claim for

adjustment under this Section must be made in writing to GETHC within thirty (30) days from the date of receipt by the Firm of the notification of change; provided however, GETHC, if it determines the facts to justify such action, may receive and consider and adjust any such claim asserted at any time prior to the date of final settlement of the Agreement. Nothing provided in this Section shall excuse the Firm from diligently proceeding with the work so charged.

15.2. Initiated by the Firm.

If the Firm believes that a change in the scope of services is necessary and desirable to the furtherance of the interest of the project under this Agreement, the Firm shall make a request, in writing, for GETHC to issue a Change Order. Such requests for Change Order shall include the proposed change in scope of services, as well as the proposed change in compensation and/or schedule associated with granting such a Change Order. GETHC shall, in response to such request for Change Order, utilize the same options as stated above.

SECTION FOURTEEN  
TERMINATION

Either of the parties hereto may, by written notice to the other, terminate this Agreement in whole or in part upon thirty (30) days written notice either for convenience or default or the Firm may withdraw at any time with GETHC's consent. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the Firm in performing this Agreement shall, in the manner to the extent determined by GETHC, become the property of and be delivered to GETHC. Any fees or costs owing to the Firm as of the date of termination shall be paid in accordance with Section Four.

GOVERNING LAW

Venue of any action brought under this Agreement shall lie in Guam exclusively. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Guam.

SECTION FIFTEEN  
SEVERABLE

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

SECTION SIXTEEN  
GETHC NOT LIABLE

GETHC assumes no liability for any accident or injury that may occur to the Firm, its agents, dependents, or personal property while en route to or from this territory or during travel mandated by the terms of this Agreement.

SECTION SEVENTEEN  
APPROVALS

Any approvals of GETHC required herein shall mean approval by the GETHC Executive Director, per section three "ASSIGNMENTS; ISSUANCE OF ADDENDUM TO AGREEMENT" of this Contract.

unless another person is designated by the GETHC Executive Director to issue particular or limited approvals on certain matters.

SECTION EIGHTEEN  
CONFLICTS

Prior to accepting a request to provide the services for a particular matter, the Firm shall disclose to GETHC any conflicts of interest and obtain a written waiver from GETHC regarding such conflict, if required by applicable law. The Firm will not undertake any representation requested by GETHC without a written waiver from GETHC and/or other clients of the Firm, if required by applicable law. Should a conflict of interest arise during the course of the Firm's representation of GETHC, the Firm shall determine whether continued representation of GETHC is permitted by applicable law and, if permitted, the Firm shall not continue its representation of GETHC without a written waiver from GETHC and/or other clients of the Firm, if required by applicable law. If the Firm is unable to continue its representation of GETHC under applicable law, the Firm shall withdraw as counsel for GETHC and agrees not to disclose or otherwise use any matters learned from GETHC to the disadvantage of GETHC.

SECTION NINETEEN  
INTEREST OF THE FIRM

Except for matters that have been disclosed in writing to GETHC, the Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Firm further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION TWENTY  
GUAM TAX

The Firm is responsible for payment of all applicable Guam taxes.

SECTION TWENTY-ONE  
NO WAIVER OF LEGAL RIGHTS

No waiver of any breach of the Agreement shall be held to be waiver of any other or subsequent breach, or of any right that GETHC may have for damages. Each party reserves the right to correct any error that may be discovered in any invoice that may have been paid to the Firm and to adjust the same to meet the requirements of the Agreement.

SECTION TWENTY-TWO  
SUCCESSORS AND ASSIGNS

Subject to the limitations on assignment and transfer herein contained, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

SECTION TWENTY-THREE  
BREACH OF CONTRACT TERMS

Any violation or breach of terms of this Agreement on the part of the Firm or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce

the rights of the parties of this Agreement. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION TWENTY-FOUR

COVENANT AGAINST CONTINGENT FEES

The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Firm, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, GEthC shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price of consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION TWENTY-FIVE

ETHICAL STANDARDS

With respect to this Agreement and any other contract that the Firm may have, or wish to enter into, with any Government of Guam agency, the Firm represents that it has not knowingly influenced, and promises that it will not knowingly influence, any of Client's employees or Government of Guam employees to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

SECTION TWENTY-SIX

PROHIBITION AGAINST GRATUITIES AND KICKBACKS

With respect to this Agreement and any other contract that the Firm may have or wish to enter into with any Client or any Government of Guam agency, the Firm represents that it has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

SECTION TWENTY-SEVEN

MINIMUM WAGES DETERMINED BY U.S. DEPARTMENT OF LABOR

The Firm agrees to comply with Title 5, Guam Code Annotated, Sections 5801 and 5802. In the event that the Firm employs persons whose purpose, in whole or in part, is the direct delivery of service contracted by GEthC, then the Firm shall pay such employees, at a minimum, in accordance with the U.S. Department of Labor Wage Determination for Guam and the Northern Mariana Islands in effect on the date of this Agreement. In the event that this Agreement is renewed by GEthC and the Firm, at the time of renewal, the Firm shall pay such employees in accordance with the Wage Determination for Guam and the Northern Mariana Islands promulgated on a date most recent to the renewal date. The Firm agrees to provide employees whose purpose, in whole or in part, is the direct delivery of service contracted by GEthC those mandated health and similar benefits having a minimal value as detailed in the U.S. Department of Labor

Wage Determination for Guam and the Northern Mariana Islands, and guarantee such employees a minimum of ten (10) paid holidays per annum.

The Firm is advised that the Guam Department of Labor, or its successor, shall monitor compliance with the provisions of 5 G.C.A. Article 13, Wage and Benefit Determination. The Director of the Department of Labor, or that person's successor, shall investigate possible or reported violations of the provisions of the law, and shall forward such findings to Client. The Department of Labor, or its successor, shall promulgate rules and regulations, pursuant to the Administrative Adjudication law, as needed to ensure the equitable investigation of violations and the maintenance of due process, as well as the assessment of any monetary penalties in the event of a violation, providing that such monetary penalties shall be limited to assessment of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. §5803.

In the event there is a violation in the process set forth in this Section Twenty-Eight above, the Firm may be placed on probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During the probationary status, the Firm shall not be awarded any contract by any instrumentality of the Government of Guam. In the event the Firm is placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 may appeal such penalty or probationary status to the Superior Court of Guam. §5804.

The Firm has submitted a Declaration of Compliance with Wage Determination laws. §5805.

SECTION TWENTY-EIGHT  
INFORMATION TO BE FURNISHED TO THE FIRM

All information, data, reports, and records as are existing, available, and in GETHC's custody, and necessary for the carrying out of the services shall be furnished to the Firm without charge by GETHC, and GETHC shall cooperate with the Firm in every reasonable way during all phases of the project. The Firm hereby agrees to indemnify and hold GETHC harmless from any losses, damages, costs, claims, suits and judgments, expenses of any nature or kind, including attorneys' fees, arising from any defects or failures attributable to the Firm's unreasonable or imprudent reliance on the aforementioned documents.

SECTION TWENTY-NINE  
RESTRICTIONS AGAINST SEX OFFENDERS

If an agreement is awarded, then the offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28 Article 2 or who has been convicted in any other jurisdiction with the same elements as heretofore defined, or who is listed on the Sex Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

If any employee of an offeror is provided services on Government property and is convicted subsequent to an award of an agreement, then the offeror warrants that it will notify the Government of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on Government property.

If the offeror is found to be in violation of any of the provisions of this section, then the Government will give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four hours of such notice, and the offeror shall notify the Government when action has been taken.

If the offeror fails to take corrective steps within twenty-four hours of notice, then the Government in its sole discretion may suspend temporarily the agreement until corrective action has been taken.

SECTION THIRTY  
ENTIRE AGREEMENT

This Agreement and exhibits or attachments hereto constitute the entire agreement between the parties, and no prior or contemporaneous written or oral promises, representations or assurances shall be deemed to alter the provisions hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Firm by GEthC and contains all of the covenants and agreements between the parties with respect to such retention in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

SECTION THIRTY-ONE  
MODIFICATIONS

This Agreement shall not be amended, modified, or revised except pursuant to a dated written instrument executed by GEthC and the Firm pursuant to 5 GCA Sections 5150 and 5121(b).

SECTION THIRTY-ONE  
NOTICES

Notices to either party shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows, or sent via facsimile or emailed to the number or email address provided:

GEthC Executive Director  
Guam Ethics Commission  
134 West Soledad Avenue  
BOH Building Suite 406  
Hagåtña, Guam 96910  
Fax: (671) 969-5626  
Email: [info@ethics.guam.gov](mailto:info@ethics.guam.gov)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year signed by the Guam Ethics Commission Executive Director



**GUAM ETHICS COMMISSION**

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Jesse J. Quenga  
Authorizing Official, GEthC Executive Director

Date: \_\_\_\_\_

**CERTIFIED FUNDS AVAILABLE:**

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Pamela D. Mabazza  
Certifying Officer, GEthC Ethics Investigation  
and Compliance Officer II

Date: \_\_\_\_\_

Account Number: \_\_\_\_\_

Amount: \_\_\_\_\_

**[INSERT NAME OF COMPANY]**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**FEE SCHEDULE**

RATE	\$ _____ per hour
Other	\$ _____

SAMPLE

**ACKNOWLEDGEMENT RECEIPT FORM**  
**GEthC-RFP-004-24 MEDIA AND VIDEO PRODUCTION SERVICES**

Please be advised that to be considered a prospective proposer, you must fill out this acknowledgement receipt form. Please submit the completed form via fax to (671) 969-5626 or via email to [info@ethics.guam.gov](mailto:info@ethics.guam.gov)

Acknowledgement receipt form must be submitted no later than three (3) days upon receipt of RFP package.

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Point of Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Company/ Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Note:** GEthC recommends that prospective proposers register their current contact information with GEthC to ensure they receive any notices regarding any updates or changes to the RFP. GEthC will not be liable for failure to provide notice to any party who did not register with their current contact information.