Department of Public Health and Social Services

Radiology Consultant Services RFP/DPHSS-2013-006

Bureau of Communicable Disease Control

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I. General Information

A. Type of Services Required

Professional Radiology Consultant Services

B. Description of Work Involved

To provide radiology readings for x-rays and consultation services to the Government of Guam, Department of Public Health & Social Services, Radiology Branch in Mangilao. Also, to provide services for the Picture Archiving Communication System (PACS), among other professional services and duties (see Scope of Work).

C. Length of Contract

Three years (initial one-year term plus two one-year renewal terms) upon approval by the Governor.

D. Type of Contract

A Firm Fixed-Price Contract will be used for this procurement. A firm fixed-price contract provides a price that is not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.

E. Point of Contact

Patrick Lujan, Planner
Bureau of Communicable Disease Control
Department of Public Health and Social Services
Tel: 671-735-7307
Fax: 671-734-2104
Email: patrick.lujan@dphss.guam.gov

F. Contracting Entity

Department of Public Health and Social Services, Government of Guam
123 Chalan Kareta
Mangilao, Guam 96913-6304

II. Submission of Proposals

A. Proposal Due Date

Proposals must be submitted to the Department of Public Health and Social Services, Bureau of Communicable Disease Control on Friday, August 23, 2013, by 5:00 p.m. (Chamorro Standard Time). Proposals submitted after the due date shall be rejected. Facsimile responses to this RFP will not be accepted.

B. Delivery of Proposals

Proposals may be mailed or hand-delivered to Department of Public Health and Social Services. Mailed proposals must be received on or before the deadline. Proposals must be sealed and labeled with the following:

Department of Public Health and Social Services
Bureau of Communicable Disease Control (RFP No: RFP/DPHSS-2013-006)
Room 126, 1st Floor
123 Chalan Kareta
Mangilao, Guam 96913-6304

III. Proposal Specifications

A. Format

1. Proposals must be type written, complete, and technically accurate at the time of submission; font size shall be no smaller than 12 point and in normal character spacing.
2. Pages shall be single-spaced, single-sided, and numbered consecutively.
3. One (1) original and five (5) copies of the proposal must be submitted; the original and all copies must be unbound, but may be stapled or held together with a binder clip.

B. Content

Proposals should be presented in a clear and precise manner, and should address the following sections:

1. **Cover Letter**
   A cover letter shall accompany the offeror's proposal identifying it as the official response to the RFP, citing the date of publication of the RFP, the RFP number and Title, and complete contact information (phone and fax numbers, addresses, and email. The cover letter shall contain assurances of the following:
   a. The offeror understands the requirements and provisions of the RFP and any changes thereto, and is willing and able to provide the services specified in the RFP;
   b. The offeror accepts responsibility to be in compliance with all applicable rules, regulations, statutes, and laws pertaining to the required services, inclusive of procurement rules and regulations and compliance requirements as stipulated by the Government of Guam, Department of Public Health and Social Services, and Bureau of Communicable Disease Control;
   c. The offeror retains and shall retain the financial capability to provide the required services of the department;
   d. The offeror is authorized to legally bind the firm or organization and is legally qualified to contract with the Government of Guam;

e. The offeror has not filed for, nor is in the process of filing for bankruptcy; and
f. The offeror's contact information includes current telephone numbers, fax numbers, e-mail addresses, and mailing and/or physical addresses.

2. **Offeror's Signature**
The proposal must be signed in ink by an individual authorized to legally bind the firm or organization submitting the proposal.

3. **Trade Secrets or Proprietary Data**
Offerors must designate those portions of their proposal which contain trade secrets or other proprietary data which they want to keep confidential. [*If none, please so state.*]

4. **Offeror's Profile, Qualifications and Plan for Performance**
The following information must be provided:
a. Name of offeror, location of the offeror's principal place of business, and if different, the place of performance of the proposed contract.
b. Age of offeror's business and the average number of employees over the previous 12 months.
c. The abilities, qualifications, and experience of all persons who will be assigned to provide the required services: a resume or summary of qualifications, technical training and education, general experience, and specific experience in providing the required services should be provided for all key personnel who will be involved with any aspects of the contract.
d. A list of other contracts under which services similar in scope, size or discipline to the required services were performed or undertaken within the last five years to include organization name and contact numbers, location of the services provided, dates services were completed, and description of services provided. These references may be contacted to verify the offeror's ability to perform the contract.
e. A detailed plan for performance explaining how the services will be performed, the timeframes necessary to accomplish the work, and those responsible for completing the work.

5. **Required Affidavits**
The following affidavits must be provided [*AG Procurement Forms 002 – 007 can be found in Section XI, page 14*].
a. **Affidavit Disclosing Ownership and Commissions**
As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than 10% of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the 12 month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have held by each such person during the 12 month period. In addition, the affidavit

shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. (AG Procurement Form 002)

b. **Affidavit re Non-Collusion**
Offerors shall certify that prices submitted are or will be independently arrived at without collusion with any other person, firm or corporation in regard to the proposal submitted. (AG Procurement Form 003)

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

d. **Affidavit re Ethical Standards**
Offerors shall certify that no government of Guam employees have been influenced to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11. (AG Procurement Form 005)

e. **Declaration re Compliance with U.S. DOL Wage Determination**
Offerors shall ensure that their employees who directly provide the services which are the subject of this agreement and whose occupational titles are listed in the Wage Determination issued by the U.S. Department of Labor as made applicable to Guam by 5 GCA Chapter 5 Article 13 §5801, now receive or will receive wages and benefits accordingly. The organization will comply with the Federal regulations on Wage Determination and will be solely responsible for submitting Standard Form 98, if positions are not listed on the current Wage Determination List. (AG Procurement Form 006)

f. **Affidavit re Contingent Fees**
Offerors shall submit an affidavit certifying that no one has been retained to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. (AG Procurement Form 007)

C. Failure to Comply with RFP Requirements

Initial evaluation of proposals will be to determine ***responsiveness.*** Offerors failing to comply with the requirements of this RFP will be considered ***nonresponsive*** and may be disqualified from further consideration. A ***responsive offer*** is one that conforms in all material respects to the RFP, i.e., the offer matches the service the government needs, as measured by the description of those services in the RFP, and the offeror has submitted all of the information required by the RFP.

IV. General Notices

A. Amendments to the RFP

Amendments to the RFP may be made prior to the proposal due date. Such revisions or amendments, if any, shall be identified as such and shall require offerors to acknowledge receipt of all amendments issued. Amendments shall refer to the portion of the RFP it amends. Amendments shall be sent to all prospective offerors known to have received an RFP. Amendments shall be distributed within a reasonable time to allow offerors to consider them in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by facsimile, telephone or email and confirmed in the amendment.

B. Cancellation of Solicitations

Department of Public Health and Social Services may cancel this RFP as provided for in the Guam Procurement Regulations [5GCA §5225; 2 GAR, Div. 4 §3115(c)].

C. Rejection of Bids or Proposals

Department of Public Health and Social Services may reject any bid or proposal in whole or in part when in the best interest of the Territory as provided for in the Guam Procurement Regulations [2 GAR, Div. 4 §3115(e)(2)].

D. Prohibition Against Employment of Sex Offenders

If a contract for service is awarded to the offeror, then the offerer must warrant that no person it its employment who has been convicted of a sex offense under

the provisions of Chapter 25 of Title 9 of the GCA or of an offense defined in Article 2 of Chapter 28 of Title 9 of the GCA, 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 Offenders Registry, shall provide services on behalf of the offeror while on Government of Guam property, with the exception of public highways. If any employee of the offeror is providing service on government property and is convicted subsequent to an award of a contract, then the offeror warrants that it will notify Department of Public Health and Social Services of the conviction within 24 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 paragraph, then Department of Public Health and Social Services will give notice to the offeror to take corrective action. The offeror shall take corrective action within 24 hours of notice from the department and the offeror shall notify the department when action has been taken. If the offeror fails to take corrective steps with 24 hours of notice from Department of Public Health and Social Services, then the department in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

E. Multiple or Alternate Proposals

Multiple or alternate proposals are prohibited and shall be rejected.

F. Questions

Offerors with questions or requiring clarification or interpretation of any section of this RFP must submit questions in writing or via e-mail to the Director, Department of Public Health and Social Services or designee. Each question must provide clear reference to the section, page, and item in question. Questions must be submitted in a timely manner and before the RFP submission deadline to afford the department sufficient time to respond. Responses will be by formal written addendum and will be forwarded to all offerors who have received an RFP within two business days from receipt of the questions.

G. Taxes

Offerors are subject to Guam Business Privilege Taxes which must be paid on any payments received from government contracts. Offerors must be current with all Guam taxes including but not limited to income tax, real property tax, gross receipts tax, hotel occupancy tax, tax withholding, and use tax. The government is not liable for paying the contractor's taxes.

H. Licensing

Offerors are subject to Guam Licensing laws. Specific information on licenses may be obtained from the Department of Revenue and Taxation.

I. Drug-Free Workplace Policy

Offers shall ensure that when working on government premises, personnel assigned must be drug-free and comply with the government's drug free workplace policy.

V. Scope of Work (Specifications)

The Radiology Consultant shall provide their best efforts in the performance of the duties and responsibilities outlined below and in accordance with all applicable law, rules and regulations, and policies of the Government. Duties and responsibilities include:

1. **To provide radiology readings for all x-rays done at the DPHSS Radiology;**
2. **To provide the use of a Picture Archiving Communication System (PACS), to include installation and maintenance, until the DPHSS successfully procures a permanent PACS;**
3. **Installation of PACS to full operation in less than two weeks;**
4. **Hard Drive Provision for DPHSS records;**
5. **DPHSS X-ray Technician retraining (one month);**
6. **X-ray interpretation at Medicare Rate (Professional Fee Only);**
7. **Provide unlimited access to Patient Images and Reports for DPHSS physicians;**
8. **Prepare/transcribe report for all x-rays performed at the DPHSS Radiology within two (2) working days;**
9. **Provide immediate consultation to DPHSS providers on an as needed basis for abnormal x-rays;**
10. **To provide back-up coverage in the event the primary consultant(s) is/are absent;**
11. **To comply with established policies and procedures.**

VI. Contract Term

A. Initial Term

The initial term of the contract shall begin upon the date the Governor approves the contract, as signified by his execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government will issue a written notice to proceed, or notify the contractor in some other manner, that services may begin. The Initial Term of the contract shall end one year from the date the notice to proceed is issued.

B. Renewal Terms

At the option of the government, and as agreed to by the contractor, the contract may be renewed for two one-year renewal terms (each being a "Renewal Term"). Upon expiration of the final Renewal Term, the contract shall expire, unless sooner terminated.

C. Monthly Extension Periods

At the option of the government, and as agreed to by the contractor, the contract may be extended after the final Renewal Term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the parties agree to more than six Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the parties only if the government is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement is undertaken.

D. Amount of Services Required

The minimum amount of services required for the contract period is **102 hours per year**.

E. Cancellation of Contract

The contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first; however, this does not affect either the government's rights or the contractor's rights under any termination clause in the contract. The government shall notify the contractor on a timely basis in writing that the funds are, or not, available for the continuation of the contract for each succeeding fiscal period. In the event of cancellation of this multi-term contract as provided above, the contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs.

F. Prices

The offeror determined to be best qualified offeror will be required to submit a unit price for the services specified in this solicitation and such unit price shall be the same throughout the contract. The offeror shall provide a unit price for the entire time of performance.

G. Award

A **Multi-Term Contract** will be awarded to the best qualified offeror based on the evaluation factors set forth in the RFP.

VII. Evaluation and Selection Criteria

A. Evaluation Criteria

The following factors will be used to evaluate proposals based on a maximum possible value of 100 points. *Proposals with less than 70 points will be rejected.*

1. **Quality of detailed plan for performance. – Maximum 30 Points**
   The offeror has provided a plan with sufficient detail describing how, when, and who will complete the work required by the contract; the plan clearly demonstrates how and when each activity and/or deliverable will be accomplished.

2. **Ability to perform. – Maximum 35 Points**
   The offeror is able to perform the required services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services.

3. **Personnel, equipment, and facilities to perform. – Maximum 15 Points**
   The offeror has clearly demonstrated that the personnel, equipment, and facilities to perform the required services are available or will be made available at the time of contracting.

4. **Record of past performance of similar work. – Maximum 20 Points**
   The offerer has demonstrated previous experience or has performed similar work with government agencies or private entities that indicates its ability to maintain performance of required services.

B. Selection of the Best Qualified Offerers

After conclusion of validation of qualifications, evaluation, and discussion, the Director, Department of Public Health and Social Services or designee shall select, in rank order, no fewer than three acceptable offerors (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services. The acceptable offerors shall be ranked in order of the number of points received during the evaluation process. The best qualified offeror is the one receiving the highest number of points.

Award shall be made to the offeror determined in writing by the Director, Department of Public Health and Social Services or designee to be best qualified based on the evaluation factors set forth in the RFP.

VIII. Proposal Process

A. Receipt and Handling of Proposals

1. **Registration**
   Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A Register of Proposals shall be established which shall include for all proposals, the name and contact information of each offeror, the date/time each proposal is received, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.
2. **Requests of Nondisclosure of Data**
   If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the Director, Department of Public Health and Social Services or designee, shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the Director, Department of Public Health and Social Services or designee shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests under 5 GCA, Chapter 5, Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the proposal shall be so disclosed.

B. Discussion

1. **Discussions Permissible**
   The Director, Department of Public Health and Social Services or designee, shall evaluate all proposals submitted and may conduct discussions with any offeror to determine in greater detail such offeror's qualifications, and

explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach. All discussions will be recorded.

No Disclosure of Information
Discussions shall not disclose any information derived from proposals submitted by other offerors, and Department of Public Health and Social Services shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the offeror awarded the contract shall be opened to public inspection except as otherwise provided in the contract.

C. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the offeror at any time prior to the conclusion of discussions by written notification to the Director, Department of Public Health and Social Services or designee.

D. Submission of Cost or Pricing Data

The offeror determined to be best qualified shall be required to submit cost or pricing data to the Director, Department of Public Health and Social Services or designee at a time specified prior to the commencement of negotiations.

IX. Evaluation Process

A. Determination of Responsiveness

The Director, Department of Public Health and Social Services or designee shall conduct an initial evaluation of all proposals to determine responsiveness when first opened. Proposals deemed nonresponsive may be rejected.

B. RFP Evaluation Committee

The Director, Department of Public Health and Social Services or designee will establish a committee to review and evaluate responsive proposals.

C. Evaluation of Proposals

The RFP Evaluation Committee will review and rank the remaining proposals and recommend whether to award a contract to the highest scoring offeror or, if necessary, to seek discussions to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation and selection criteria.

The RFP Evaluation Committee will make a determination whether an offeror has met the standards of ***responsibility***. A ***responsible offeror*** means a person who has the capability in all respects to perform fully the contract requirements,

and the integrity and reliability which will assure good faith performance. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of ***nonresponsibility***. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file and mailed to the offeror. Responsibility must be determined prior to the award of a contract.

D. Standards of Responsibility

Factors to be considered in determining whether the standards of responsibility have been met include whether an offeror has:

1. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, as needed to meet contractual requirements;
2. A satisfactory record of performance;
3. A satisfactory record of integrity;
4. Qualified legally to contract with the territory; and
5. Supplied all necessary information in connection with the inquiry concerning responsibility.

X. Negotiation and Award of Contract

A. General

The Director, Department of Public Health and Social Services or designee shall negotiate a contract with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable.

B. Elements of Negotiation

Contract negotiations shall be directed toward:

1. Making certain that the offeror has a clear understanding of the scope of work, specifically the essential requirements involved in providing the required services;
2. Determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time; and
3. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

C. Successful Negotiation of Contract with Best Qualified Offeror

If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract shall be awarded to that offeror.

D. Failure to Negotiate Contract with Best Qualified Offeror

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons therefore shall be placed in the file and the Director, Department of Public Health and Social Services or designee shall advise such offeror of the termination of negotiations which shall be confirmed by written notice within three days.

Upon failure to negotiate a contract with the best qualified offeror, the Director, Department of Public Health and Social Services or designee may enter into negotiations with the next most qualified offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror. If negotiations again fail, negotiations shall be terminated as provided above and commence with the next qualified offeror.

E. Notice of Award

Written notice of award shall be public information and made a part of the contract file.

F. Failure to Negotiate Contract with Offerors Initially Selected as Best Qualified

Should the Director, Department of Public Health and Social Services or designee be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited or additional offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue until an agreement is reached and the contract awarded.

XI. AG Procurement Forms (002 – 007)

The following affidavits (attached) must be provided:

AG Procurement Form 002 – Affidavit Disclosing Ownership and Commissions
AG Procurement Form 003 – Affidavit re Non-Collusion
AG Procurement Form 004 – Affidavit re No Kickbacks or Gratuities
AG Procurement Form 005 – Affidavit re Ethical Standards
AG Procurement Form 006 – Affidavit Declaration re Compliance with U.S. DOL Wage Determination
AG Procurement Form 007 – Affidavit re Contingent Fees

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
)ss.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that (*please check only one*):

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[ ] The offeror is a corporation, partnership, joint venture, or association, known as _____[*please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the past 365 days immediately preceding the submission date of the proposal are as follows (*if none, please so state*):

Name	Address	% of Interest

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [*if none, please so state*]:

Name	Address	Compensation

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

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

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

_____
NOTARY PUBLIC
My commission expires: _____

AG 12-0198
April 10, 2012

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

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
)ss.
ISLAND OF GUAM)

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201___.

_____
NOTARY PUBLIC
My commission expires: _____

AG 12-0198
April 10, 2012

AG Procurement **Form 003** (Jul. 12, 2010)

AFFIDAVIT RE NO GRATUITIES OR KICKBACKS

CITY OF _____)
)ss.
ISLAND OF GUAM)

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

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

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 1110(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 governemtn of Guam employee or former government employee, any payment, gift, kickback, gratutity 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 _____, 201___.

_____
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 _____, 201__.

_____
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

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
)ss.
ISLAND OF GUAM)

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

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires: _____

Approved: _____
JAMES W. GILLAN
Director, Dept. of Public Health and Social Services

Date: 8.6.13

---------- **NOTHING FOLLOWS** ----------

WD 05-2147 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013

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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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 15
Date Of Revision: 06/19/2013

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25

01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81

12073 - Licensed Practical Nurse III		17.63
12100 - Medical Assistant		11.54
12130 - Medical Laboratory Technician		14.14
12160 - Medical Record Clerk		11.82
12190 - Medical Record Technician		13.59
12195 - Medical Transcriptionist		14.14
12210 - Nuclear Medicine Technologist		34.75
12221 - Nursing Assistant I		10.03
12222 - Nursing Assistant II		11.30
12223 - Nursing Assistant III		12.31
12224 - Nursing Assistant IV		13.84
12235 - Optical Dispenser		15.81
12236 - Optical Technician		14.14
12250 - Pharmacy Technician		13.41
12280 - Phlebotomist		13.84
12305 - Radiologic Technologist		22.64
12311 - Registered Nurse I		20.70
12312 - Registered Nurse II		25.32
12313 - Registered Nurse II, Specialist		25.32
12314 - Registered Nurse III		30.64
12315 - Registered Nurse III, Anesthetist		30.64
12316 - Registered Nurse IV		36.72
12317 - Scheduler (Drug and Alcohol Testing)		19.59
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		15.06
13012 - Exhibits Specialist II		18.66
13013 - Exhibits Specialist III		22.83
13041 - Illustrator I		15.06
13042 - Illustrator II		18.66
13043 - Illustrator III		22.83
13047 - Librarian		20.66
13050 - Library Aide/Clerk		12.00
13054 - Library Information Technology Systems Administrator		18.66
13058 - Library Technician		15.06
13061 - Media Specialist I		13.46
13062 - Media Specialist II		15.06
13063 - Media Specialist III		16.80
13071 - Photographer I		12.82
13072 - Photographer II		14.32
13073 - Photographer III		17.75
13074 - Photographer IV		21.73
13075 - Photographer V		26.30
13110 - Video Teleconference Technician		12.91
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.65
14042 - Computer Operator II		15.76
14043 - Computer Operator III		17.56
14044 - Computer Operator IV		19.50
14045 - Computer Operator V		21.81
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	

14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99

23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43

25040 - Sewage Plant Operator		14.49
25070 - Stationary Engineer		15.43
25190 - Ventilation Equipment Tender		10.73
25210 - Water Treatment Plant Operator		14.49
27000 - Protective Service Occupations		
27004 - Alarm Monitor		10.90
27007 - Baggage Inspector		7.35
27008 - Corrections Officer		12.05
27010 - Court Security Officer		12.05
27030 - Detection Dog Handler		10.90
27040 - Detention Officer		12.05
27070 - Firefighter		12.05
27101 - Guard I		7.37
27102 - Guard II		10.90
27131 - Police Officer I		12.05
27132 - Police Officer II		13.40
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		9.53
28042 - Carnival Equipment Repairer		10.08
28043 - Carnival Equpment Worker		7.78
28210 - Gate Attendant/Gate Tender		13.18
28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		10.76
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		15.20
29020 - Hatch Tender		15.20
29030 - Line Handler		15.20
29041 - Stevedore I		14.22
29042 - Stevedore II		16.25
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		21.93
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.74
30064 - Drafter/CAD Operator IV		24.21
30081 - Engineering Technician I		14.62
30082 - Engineering Technician II		16.41
30083 - Engineering Technician III		18.36
30084 - Engineering Technician IV		22.34
30085 - Engineering Technician V		27.83
30086 - Engineering Technician VI		33.66
30090 - Environmental Technician		21.10
30210 - Laboratory Technician		20.74
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.06
30362 - Paralegal/Legal Assistant II		21.53

30363	- Paralegal/Legal Assistant III		26.35
30364	- Paralegal/Legal Assistant IV		30.80
30390	- Photo-Optics Technician		21.93
30461	- Technical Writer I		22.17
30462	- Technical Writer II		27.10
30463	- Technical Writer III		32.79
30491	- Unexploded Ordnance (UXO) Technician I		22.74
30492	- Unexploded Ordnance (UXO) Technician II		27.51
30493	- Unexploded Ordnance (UXO) Technician III		32.97
30494	- Unexploded (UXO) Safety Escort		22.74
30495	- Unexploded (UXO) Sweep Personnel		22.74
30620	- Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.74
30621	- Weather Observer, Senior	(see 2)	23.00
31000	- Transportation/Mobile Equipment Operation Occupations		
31020	- Bus Aide		8.15
31030	- Bus Driver		9.69
31043	- Driver Courier		8.97
31260	- Parking and Lot Attendant		7.25
31290	- Shuttle Bus Driver		9.99
31310	- Taxi Driver		8.21
31361	- Truckdriver, Light		8.97
31362	- Truckdriver, Medium		11.61
31363	- Truckdriver, Heavy		12.48
31364	- Truckdriver, Tractor-Trailer		12.48
99000	- Miscellaneous Occupations		
99030	- Cashier		7.46
99050	- Desk Clerk		9.70
99095	- Embalmer		22.74
99251	- Laboratory Animal Caretaker I		16.24
99252	- Laboratory Animal Caretaker II		17.04
99310	- Mortician		22.74
99410	- Pest Controller		13.28
99510	- Photofinishing Worker		11.95
99710	- Recycling Laborer		10.76
99711	- Recycling Specialist		16.27
99730	- Refuse Collector		10.24
99810	- Sales Clerk		8.95
99820	- School Crossing Guard		15.03
99830	- Survey Party Chief		20.30
99831	- Surveying Aide		11.54
99832	- Surveying Technician		15.00
99840	- Vending Machine Attendant		20.19
99841	- Vending Machine Repairer		23.57
99842	- Vending Machine Repairer Helper		20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.81 per hour or $152.40 per week or $660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of

continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 regrading 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 ordance, (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 ordance, 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 ordance, 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.