

A.B. WON PAT INTERNATIONAL AIRPORT GUAM

**REQUEST FOR PROPOSALS
RFP NO. RFP-007-FY25**

LEGAL SERVICES

**P.O. Box 8770
TAMUNING GUAM 96931**

**JOHN M. QUINATA
EXECUTIVE MANAGER**

Date of Issue: Wednesday, March 19, 2025

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WE'RE ON IT
24/7

REQUEST FOR PROPOSAL

LEGAL SERVICES

RFP NO. RFP-007-FY25

The Antonio B. Won Pat International Airport Authority, Guam ("GIAA"), a public corporation and autonomous instrumentality of the Government of Guam, is soliciting proposals from qualified firms and/or individuals to provide Legal Services for the A.B. Won Pat International Airport Authority, Guam ("GIAA").

The complete Request for Proposal ("RFP") packet is available for download from GIAA's website at www.guamairport.com. A copy of the RFP is available for inspection at the GIAA Administration Office, 3rd Floor, Main Terminal Building, 355 Chalan Pasaheru, Tamuning, Guam, anytime from Monday through Friday, excluding holidays, between 8 a.m. and 5 p.m. (ChST). A non-refundable payment of Ten Dollars (\$10.00) in cash, certified check, or cashier's check is required for an electronic file (.pdf) on a USB flash drive, which can be obtained at the GIAA Administration Office. **All prospective offerors must register by submitting to GIAA the Acknowledgment of Receipt Form included as part of this RFP. GIAA shall not be liable for failure to provide notice(s) or addenda to any prospective offeror who does not submit an Acknowledgement of Receipt Form.**

Deadline for submission of all proposals is Wednesday, April 9, 2025, 4:00 p.m. Chamorro Standard Time (ChST). All proposals must be submitted to the attention of the Executive Manager.

GIAA shall have the right to reject, in whole or in part, proposals or offers which have been submitted in response to this RFP, pursuant to 2 GAR Div. 4, § 3115(e)(2), and/or cancel this RFP if it is determined to be in the best interest of GIAA and/or for whatever reason as allowed by the Guam Procurement Law or Regulations.

For additional information, **Offerors shall not communicate with any GIAA staff, Board Members, or officials regarding this procurement**, except for Ms. Kathrina Bayson, the Single Point of Contact for this procurement, via email at giaarfp725@guamairport.net.

JOHN M. QUINATA
Executive Manager
Wednesday, March 19, 2025



SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE (all times are ChST)</u>	<u>LOCATION</u>
RFP Issue Date	Wednesday, March 19, 2025	GIAA Administration Office, GIAA Main Terminal, 3rd Floor www.guamairport.com
Deadline for Receipt of Written Questions	Wednesday, March 26, 2025, 5:00 p.m.	Single Point of Contact
Proposal Submission Deadline	Wednesday, April 9, 2025, 4:00 p.m.	GIAA Administration Office, GIAA Main Terminal, 3rd Floor

BASIC INFORMATION**1. REGISTRATION**

All prospective Offerors must register by submitting to GIAA the Acknowledgment of Receipt Form included as part of this RFP. GIAA shall not be liable for failure to provide notice(s) or addenda to any prospective Offeror who does not submit an Acknowledgement of Receipt Form.

2. SERVICES REQUIRED

In accordance with the Guam Procurement Laws and Regulations, the Antonio B. Won Pat International Airport Authority, Guam ("GIAA"), a public corporation and autonomous instrumentality of the Government of Guam, is soliciting proposals from qualified firms and/or individuals to provide legal services for and on behalf of the GIAA Management and Board of Directors at the A.B. Won Pat International Airport, Guam. The GIAA requires the services of a qualified firm(s) to provide the professional expertise in all legal activities and representations such as, but not limited to, litigations, provide opinions, legal interpretations, research, etc.

At a minimum, the Firm/Individual shall meet the following requirement:

- A. Presently in private practice of law and ten (10) years of private practice experience on Guam.

3. DESCRIPTION OF THE WORK INVOLVED

The Preliminary Scope of Work, which describes the work to be accomplished, is contained herein as **Section C**. Upon final selection of the best qualified Offeror(s), the Preliminary Scope of Work may be modified and refined during contract negotiations.

4. TIME AND DURATION OF THE WORK INVOLVED

It is anticipated that the selected Contractor(s) will commence providing services as soon as practicable and may continue for a period of one (1) year from the effective date of the contract. The agreement may be renewed at the sole discretion of GIAA by written notice, for one (1) additional one (1) year term, not to exceed a total term of two (2) years, subject to the availability of funding. GIAA is not obligated to renew the agreement and does not have to give reasons if GIAA elects not to renew.

5. TYPE OF CONTRACT

A professional services agreement will be consummated between the awardee and GIAA in the form of **Section D**. The agreement will contain provisions for refining specific phases/parts, tasks or elements within the preliminary scope of services and any other tasks assigned shall be effectuated through the issuance of a Work Order, subject to negotiation and availability of funds. Offerors must show evidence of their license authorizing the Offeror to provide the solicited services in Guam at the time of contract signing. Time is of the essence in performing these services. Inordinate delays, as determined by GIAA, in obtaining any required Guam license or permit by the time of contract signing may result in the selected Offeror being determined non-responsible. The Executive Manager or designee may then enter into negotiations with the next most qualified Offeror in accordance with the Guam Procurement Law.

The agreement will provide that the contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefor. The agreement further provides that, in the event that funds are not available for any succeeding fiscal period, the remainder of the agreement shall be cancelled; however, this does not affect GIAA's or Contractor's rights under any termination clause in the agreement. In the event of cancellation,

Contractor shall be reimbursed the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services performed under the agreement. GIAA must notify Contractor on a timely basis that the funds are, or are not, available for the continuation of the agreement for each succeeding fiscal period.

6. SUBMITTAL DATE

All proposals must be received at the GIAA Administration Office, A.B. Won Pat International Airport Authority, Guam, 3rd Floor, 355 Chalan Pasaheru, Tamuning, Guam, no later than the Proposal Submission Deadline set forth in the SCHEDULE of EVENTS.

7. RECEIPT AND OPENING OF PROPOSALS

Envelopes containing proposals shall be sealed and marked on the face with the name and address of the Offeror, the description of the services being solicited and the time and date of submission. Proposals shall be hand delivered, received and time-stamped at the place indicated in the RFP documents on or before the indicated submission deadline. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.

8. FORM OF SUBMITTAL

All proposals must be submitted in writing. Offerors must provide one (1) original (stamped original), five (5) copies and one (1) electronic file (.pdf format) of the proposal on a USB flash drive or compact disc by the submission deadline. Proposals should be submitted in a sealed package to the address below no later than the submission deadline. The outside of the sealed package must clearly state the name and address of the Offeror and the RFP No. and name.

Deliver proposals to:

By Hand Delivery:

A.B. Won Pat International
Airport Authority, Guam Administration
Office, 3rd Floor 355 Chalan Pasaheru
Tamuning, Guam 96931
Attention: Executive Manager

By Mail:

A.B. Won Pat International
Airport Authority, Guam
P.O. Box 8770 Tamuning, Guam 96931
Attention: Executive Manager

9. CONTENTS OF THE PROPOSAL

At a minimum, the proposal shall contain:

- A. A transmittal letter prepared on the Offeror's business stationery setting forth a brief summary of the Offeror's proposal and the name and contact information of the Offeror's point of contact for this procurement. The letter must be signed by an individual who is authorized to bind the Offeror to all statements in the proposal;
- B. The name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract;
- C. The age of the Offeror's business and the average number of employees the past year;
- D. The current workload of the Offeror;

- E. A list of attorneys in the firm who will be assigned to perform the services contained in **Section C – Preliminary Scope of Work**. A complete resume of those attorneys must be included which shall contain, at the minimum, legal work experience and history, type of work performed, abilities, and qualifications;
- F. A list of other contracts under which services similar in scope, size, and discipline as the required services that the Offeror substantially performed or accomplished as the Prime and/or Principal Contractor within a period of the last five (5) years, including the names and telephone numbers of clients. The contracts described should only contain those services described in **Section C – Preliminary Scope of Work**;
- G. A plan giving as much detail as is practical explaining how the Offeror will undertake and accomplish the objectives of the services described in **Section C – Preliminary Scope of Work**, including who will be the main point(s) of contact;
- H. A statement that the Offeror has established and implemented an Affirmative Action Plan;
- I. A statement of agreement with all the terms of the RFP and any addenda.
- J. A letter certifying that there is no conflict of interest with regard to services required by GIAA;
- K. A letter or certification from the Guam Bar Association stating that the offeror is a good standing member of the Guam Bar Association dated within six (6) months of the RFP submission deadline;
- L. A letter affirming the existence of a Drug-Free Workplace Program and Policy at the firm;
- M. Copies of Financial Statements for three (3) years (2021, 2022,2023) prepared and certified by a Certified Public Accountant or a licensed accounting firm. Should a licensed accounting firm be used, a copy of the firm’s license must be submitted with the Offeror’s financial statements of financial statements;

All timely proposals submitted in response to the RFP become the property of GIAA and will not be returned.

10. SELECTION OF BEST QUALIFIED OFFEROR AND PROPOSAL

- A. Evaluation and Ranking.** After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all timely proposals received under this solicitation. Discussion may be held with Offeror(s), via interviews or other means, to assist the Evaluation Committee with their evaluation of the proposals, if deemed necessary. 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 committee member.

The evaluation scores will be tallied and a “Short Listing” may be established based on the ranking results of the evaluation scores. GIAA reserves the right to short-list a maximum of five (5) qualified Offerors.

B. Selection and Award. The Executive Manager will review the ranking results of the Evaluation Committee. The selection of the best qualified responsive Offeror(s) will be based on the ranking of the Offerors, which will be presented to the GIAA Board of Directors for approval. The highest ranked Offeror(s) will enter into negotiations with GIAA.

GIAA reserves the right to award the Legal Services Agreement to one (1) or two (2) firms and/or individual(s) based on the Offerors' qualification ranking, subject to negotiations of fair and reasonable fees. The highest ranked shall serve as primary counsel and the second highest ranked may serve as conflicts counsel.

If GIAA is unable to negotiate a contract with the highest ranked Offeror(s), the Executive Manager or designee, may enter into negotiations with the next most qualified Offeror, cancel or terminate the RFP in its entirety, or re-solicit for offers at a later date in accordance with applicable law.

11. **EVALUATION CRITERIA**

The following factors and their relative importance that will be used in the evaluation of proposals are:

	<u>Evaluation Criteria</u>	<u>Points</u>
1.	The ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and qualifications and abilities of key personnel proposed to be assigned to perform the work	20 points
2.	The plan for performing the required work	10 points
3.	The firm's demonstrated record of past performance of work similar in size, scope and discipline	10 points
4.	Understanding of the scope of service's potential problems and the GIAA's special concerns	10 points
5.	The personnel and facilities to perform the services currently available or demonstrated to be available at the time of contracting	10 points
6.	The firm's demonstrated ability to meet schedules or deadlines	10 points
7.	The firm's reputation for personal and professional integrity and competence	10 points
8.	The degree of interest in understanding the project	5 points
9.	Compliance to specific requirements: <ol style="list-style-type: none"> a. Evidence that the Firm has established and implemented an Affirmative Action Plan (5 points); b. Evidence of establishment and implementation of a Drug Free Workplace Program (5 points); c. Copies of three (3) years of audited financial statements (points). 	15 points
Total		100 points

12. FEE PROPOSALS

Offerors shall not submit any cost or pricing data with their proposal. Fee proposals shall be submitted at a time and in a format as determined by GIAA.

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

GENERAL TERMS AND CONDITIONS**1. AUTHORITY**

This Request for Proposals ("RFP") is issued subject to all the provisions of the Guam Procurement Law (5 GCA Chapter 5) and the Guam Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

2. SINGLE POINT OF CONTACT

From the date this RFP is issued until final award, **Offerors shall not communicate with any GIAA employees or Board Members regarding this procurement**, except for Ms. Kathrina Bayson, the Single Point of Contact for this procurement. Any unauthorized contact may disqualify the Offeror from further consideration. All inquiries shall be submitted in writing to:

Ms. Kathrina Bayson
A.B. Won Pat International Airport Authority, Guam
P.O. Box 8770
Tamuning, Guam 96931
Email: giaarfp725@guamairport.net

3. PROPOSALS

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

4. GIAA'S RIGHTS RESERVED

While GIAA has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GIAA to award and execute a contract. Upon a determination such actions would be in its best interest, GIAA, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the Offeror in accordance with applicable regulations;
- Not award if it is in the best interest of GIAA not to proceed with contract execution; or
- If awarded, terminate any contract if GIAA determines adequate funds are not available.

5. LATE PROPOSALS

Late proposals will not be accepted.

6. LIABILITY FOR COST TO THE PROPOSAL

GIAA shall not be liable for any costs incurred by the Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives any claims against GIAA for any expenses incurred in proposal preparation. Submitted proposals become the property of GIAA.

7. RIGHT TO AMEND OR CANCEL

GIAA reserves the right, to amend, supplement or cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response, when this action serves the best interest of GIAA as provided in the Guam Procurement Regulations.

8. EXPLANATION TO OFFERORS

No oral explanation regarding this RFP will be made and no oral instructions will be given before award. Discrepancies, omissions, or doubts as to the meaning of any part of this RFP should be communicated in writing to the Single Point of Contact within the time frame allocated for the submission of questions. Offerors should act promptly and allow sufficient time for a reply to reach them in the form of an amendment to the RFP, which will be forwarded to all prospective Offerors and its receipt by the Offeror should be acknowledged in the proposal.

9. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request received from Offeror(s) prior to the submission deadline. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been submitted.

10. METHOD OF AWARD

GIAA reserves the right to waive any informalities or irregularities in proposals received when such waiver is in the best interest of GIAA. GIAA shall have the right to award, amend, or reject proposals in whole or in part. It is the policy of GIAA to award proposals to Offerors duly authorized and licensed to conduct business in Guam.

11. PAYMENT

Payment shall be made using a method mutually agreed upon by GIAA and the successful Offeror.

12. TAXES

Specific information on taxes may be obtained from the Director of the Department of Revenue and Taxation. The awardee will be responsible for payment of all applicable taxes.

13. LICENSING

Offerors are cautioned that GIAA will not consider for award any proposal submitted by an Offeror who has not complied with applicable Guam Licensing Law(s). Offerors shall, at their own expense, procure all required permits, certificates and licenses and shall give all notices and necessary reports required by law for the execution of the work. Specific information on licenses may be obtained from the Director of the Department of Revenue and Taxation. Additionally, Offerors' proposals in response to this RFP should demonstrate the Offeror's, and/or its subcontractor's if any, plan and/or ability to secure all required permits, certificates and licenses necessary for the execution of the work described in the scope of services and in proposals submitted in response to this RFP.

14. AFFIDAVITS AND ASSURANCES

Each Offeror is required to submit the affidavits and assurances attached relating to the following matters. Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Disclosure of Major Shareholders per 5 GCA § 5233. 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 ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (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 this RFP for the Offeror and shall also contain the amount of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

- Certification of Independent Price Determination per 2 GAR § 3126. By submitting a proposal, the Offeror certifies that the proposal submitted was independently arrived at without collusion.
- Representation Regarding Gratuities and Kickbacks per 5 GCA § 5630 and 2 GAR § 11107(4)(e). The Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in § 11107 of the Guam Procurement Regulations.
- Prohibition against Contingent Fees per 2 GAR § 11108. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government 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.
- Representation regarding Ethical Standards per 2 GAR § 11103. The Offeror represents 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 forth 5 GCA Chapter 5 Article 11, (Ethics in Public Contracting) of the Guam Procurement Law and in Chapter 11 of the Guam Procurement Regulations.
- Wage Determination per 5 GCA § 5801. 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.
- Benefits Determination per 5 GCA § 5802. In addition to the Wage Determination detailed in 5 GCA Chapter 5, Article 13, any contract to which 5 GCA Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 GCA Chapter 5, Article 13, 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.

15. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Compliance with 5 GCA § 5253: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

The final contract between GIAA and the awardee shall include the following provisions:

- warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and
- that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

16. PROHIBITION ON MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals from a single Offeror will not be accepted.

17. ASSIGNMENT

Assignment of the contract is subject to prior approval by GIAA.

18. DETERMINATION OF RESPONSIBILITY OF OFFEROR

GIAA reserves the right to request from Offerors information necessary to determine whether or not they are responsible and to determine the responsibility in accordance with Section 3116(2) of the Guam Procurement Regulations.

19. LAW TO BE OBSERVED

Offerors are to be familiar with federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work. No misunderstanding or ignorance on the part of the Offeror will in any way serve to modify any provisions of the resulting contract.

20. STATUS OF CONTRACTOR

The awardee (and its officers, agents, servants and employees) shall be an independent Contractor performing professional services for GIAA.

21. INSURANCE

The awardee shall procure and maintain at its own expense such insurance necessary to comply with the insurance requirements set forth in the draft contract included as part of this RFP.

22. CONFIDENTIAL OR PROPRIETARY INFORMATION

Offeror(s) may identify trade secrets and other proprietary data contained in their proposals. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, GIAA shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, GIAA 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 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

23. SECURITY COMPLIANCE

Proposed awardee shall comply with and conform its performance of the work to GIAA's Airport Security Program, Security Directives and Emergency Amendments and FAA regulations and all other applicable rules, regulations or laws relating to airport security (collectively, "Security Requirements"). Proposed awardee shall require all persons, including without limitation its subcontractors, agents, employees, or invitees, entering the Antonio B. Won Pat International Airport, including without limitation, surrounding facilities, parking lots, and runways, (collectively the "Airport Premises") to comply with the Security Requirements and the Airport Rules and Regulations. Proposed awardee agrees to pay, indemnify and save GIAA harmless from and against any and all fines and penalties imposed or assessed on GIAA and/or proposed awardee for any breach of the Security Requirements by proposed awardee, its subcontractors, agents, employees, or invitees, whether intentional, non-intentional, or through negligence occurring on the Airport Premises during the term, or any extended term, of the contract. Proposed awardee further agrees to rectify any security deficiency or other deficiency as may be determined as such by GIAA or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event proposed awardee fails to remedy any such deficiency, GIAA may do so at the cost and expense of proposed awardee. GIAA reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

24. BADGES AND PASSES

All awardee employees shall obtain the required secure identification display area ("SIDA") badges and vehicle passes. All applicants for a SIDA badge must complete security training and must pass criminal and other background investigations. Offerors are advised that GIAA may, at its discretion, change security regulations and requirements from time to time and the awardee shall comply with all such regulations and requirements. The awardee shall, prior to the start of the contract, submit to GIAA an estimate of the number of personnel expected to have badges and passes. Each employee shall wear the government issued badge over the front of the outer clothing. When an employee leaves the awardee's employment, it is the responsibility of the awardee to surrender the badge and pass. All issued badges must be surrendered at the termination of the contract.

25. OPERATION OF VEHICLES ON THE AIRPORT OPERATIONS AREA ("AOA")

All operations on the AOA shall be in accordance with GIAA's AOA Driving Directives and all applicable laws, rules and regulations. Before the awardee shall permit any employee of the awardee or any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by a GIAA approved escort), the awardee shall ensure that all such vehicle operators possess current, valid, and appropriate Guam driver's licenses. In addition, any motor vehicles and equipment of the awardee or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by GIAA, which identification must be displayed as required by GIAA.

The awardee agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The awardee further agrees on behalf of itself, its agents, employees and its subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to GIAA. The awardee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, the awardee agrees

that persons not executing such consent-to-search/inspection form shall not be employed by the awardee or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the awardee or by any subcontractors.

26. TITLE VI SOLICITATION NOTICE

GIAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

27. CIVIL RIGHTS – GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

*****END OF GENERAL TERMS AND CONDITIONS*****

B. REQUIRED FORMS FOR PROPOSAL SUBMITTAL

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Offerors are reminded to read the entire RFP to ascertain that all of the requirements of the RFP are submitted in a sealed envelope on or before the RFP Submission Deadline set forth in the Schedule of Events.

Offeror's proposal submission must include all of the following items/documents organized and tabulated in the following order:

	Included in Proposal [✓]	Form/Document
1.		<u>Special Reminder to Prospective Offerors.</u> This Special Reminder to Prospective Offerors must be signed and returned in the envelope containing the proposal. Failure to comply with the above requirements may result in disqualification and rejection of the proposal.
2.		<u>Proposal.</u> All information requested in Section 9 of Basic Information and elsewhere in this RFP.
3.		<u>Acknowledgement of Receipt Form for receipt of RFP.</u> This form must be completed, signed and submitted in the proposal envelope together with the proposal.
4.		<u>Acknowledgement of Receipt Form for all issued Addenda for this RFP.</u> This form(s) must be completed, signed and submitted in the proposal envelope together with the proposal.
5.		<p><u>Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest.</u></p> <p>a. As a condition of the RFP, 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 ten percent (10%) of the outstanding interest or share in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation held by each person at any time during the twelve (12) month period of such ownership. 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 the procuring or assisting in obtaining business related to the proposal for the Offeror and shall contain the amount of any such commission, gratuity or other compensation. This affidavit shall be open and available to the public for inspection and copying.</p> <p>b. Failure by any Offeror to submit the Affidavit Disclosing Ownership and Commissions on the form furnished by GIAA shall result in the disqualification of its proposal.</p>
6.		<u>Affidavit Regarding Non-Collusion.</u> The Affidavit Regarding Non-Collusion form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the RFP envelope together with the proposal.

	Included in Proposal [✓]	Form/Document
7.		<u>Affidavit Regarding No Gratuities or Kickbacks.</u> The Affidavit Regarding No Gratuities or Kickbacks form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
8.		<u>Affidavit Regarding Contingent Fees.</u> The Affidavit Regarding Contingent Fees form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
9.		<u>Affidavit Regarding Ethical Standards.</u> The Affidavit Regarding Ethical Standards form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
10.		<u>Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination and the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.</u> The Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination Form furnished by GIAA as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal. The most recent wage determination applicable to Guam issued by the U.S. Department of Labor must be attached to the Declaration.
11.		<u>Title VI Solicitation Notice.</u> This form must be completed, signed and submitted in the proposal envelope together with the proposal.
12.		<u>Title VI Clauses for Compliance with Nondiscrimination Requirements</u> This form must be completed, signed, and submitted in the proposal envelope together with the proposal.
13.		<u>Title VI List of Pertinent Non-Discrimination Authorities.</u> This form must be completed, signed, and submitted in the proposal envelope together with the proposal.

I, _____ (name), authorized representative of _____
 _____ (Offeror) acknowledge receipt of this Special Reminder to
 Prospective Offerors and the RFP, and hereby attest that I have read and understand its intent and
 implications.

 OFFEROR REPRESENTATIVE'S SIGNATURE

 Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

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

Name of >10% Owner Business or Artificial Person:

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

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

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

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

Second Tier Owner Name _____

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

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

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

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

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

Name	Principal Place of Business Street Address
_____	_____
_____	_____

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

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

Executed on: _____
(date)

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

Subscribed and sworn to before me

This _____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires: _____

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

AFFIDAVIT REGARDING NON-COLLUSION

CITY OF _____)
) ss.
_____)

_____ [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 _____, _____.

NOTARY PUBLIC
My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

AFFIDAVIT REGARDING NO GRATUITIES OR KICKBACKS

CITY OF _____)
)ss.
_____)

1. The name of the offering firm or individual is [*state name of offeror*] _____. 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 _____, _____.

NOTARY PUBLIC
My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

AFFIDAVIT REGARDING CONTINGENT FEES

CITY OF _____)
) ss.
_____)

_____ [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 _____, _____.

NOTARY PUBLIC
My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

AFFIDAVIT REGARDING ETHICAL STANDARDS

CITY OF _____)
_____)ss.
_____)

Name of offeror: _____

_____ [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 5GCA Chapter 5, Article II. 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 Chapters, 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 _____, _____.

NOTARY PUBLIC
My commission expires:

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror: _____

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 G.C.A. § 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!]**

Date: _____

Signature

THIS DECLARATION MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE

"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 Division of Director Wage Determinations	Wage Determination No.: 2015-5693 Revision No.: 23 Date Of Last Revision: 12/23/2024

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 \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.97
01035 - Court Reporter		17.40***
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39***
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		22.97
01290 - Rental Clerk		11.10***
01300 - Scheduler, Maintenance		15.55***
01311 - Secretary I		15.55***
01312 - Secretary II		17.40***
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		15.40***

01410 - Supply Technician	21.97
01420 - Survey Worker	16.99***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.65***
01532 - Travel Clerk II	15.32***
01533 - Travel Clerk III	16.60***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.40***
05010 - Automotive Electrician	16.34***
05040 - Automotive Glass Installer	15.28***
05070 - Automotive Worker	15.28***
05110 - Mobile Equipment Servicer	13.11***
05130 - Motor Equipment Metal Mechanic	17.40***
05160 - Motor Equipment Metal Worker	15.28***
05190 - Motor Vehicle Mechanic	17.40***
05220 - Motor Vehicle Mechanic Helper	12.00***
05250 - Motor Vehicle Upholstery Worker	14.22***
05280 - Motor Vehicle Wrecker	15.28***
05310 - Painter, Automotive	16.34***
05340 - Radiator Repair Specialist	15.28***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.40***
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.21***
07041 - Cook I	15.29***
07042 - Cook II	17.82
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.18***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.12***
11060 - Elevator Operator	10.38***
11090 - Gardener	15.28***
11122 - Housekeeping Aide	10.38***
11150 - Janitor	10.38***
11210 - Laborer, Grounds Maintenance	11.55***
11240 - Maid or Houseman	10.24***
11260 - Pruner	10.34***
11270 - Tractor Operator	13.99***
11330 - Trail Maintenance Worker	11.55***
11360 - Window Cleaner	11.60***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.43***

12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22***
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I (see 1)	15.73***
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	15.71***
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67***
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.38***
16030 - Counter Attendant	11.38***

16040 - Dry Cleaner	12.98***
16070 - Finisher, Flatwork, Machine	11.38***
16090 - Presser, Hand	11.38***
16110 - Presser, Machine, Drycleaning	11.38***
16130 - Presser, Machine, Shirts	11.38***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.38***
16190 - Sewing Machine Operator	13.53***
16220 - Tailor	14.07***
16250 - Washer, Machine	11.91***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.36***
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	13.83***
21071 - Order Filler	10.62***
21080 - Production Line Worker (Food Processing)	15.36***
21110 - Shipping Packer	17.12***
21130 - Shipping/Receiving Clerk	17.12***
21140 - Store Worker I	16.59***
21150 - Stock Clerk	23.33
21210 - Tools And Parts Attendant	15.36***
21410 - Warehouse Specialist	15.36***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58***
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81***
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	13.77***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08

23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.22***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	16.09***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.21***
27007 - Baggage Inspector	10.02***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.21***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.02***
27102 - Guard II	11.21***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.93***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51

30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21
30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	22.96
30621 - Weather Observer, Senior (see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	17.57***
31364 - Truckdriver, Tractor-Trailer	17.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	10.26***
99050 - Desk Clerk	10.01***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.32***
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02

99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

TITLE VI SOLICITATION NOTICE

GIAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Offeror Name: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS NOTICE MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to

protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Offeror Name: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Offeror Name: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED IN THE PROPOSAL ENVELOPE.

ACKNOWLEDGEMENT OF RECEIPT FORM

Please acknowledge receipt of

LEGAL SERVICES

RFP NO. RFP-007-FY25

Upon obtaining this RFP, prospective offerors must complete this Acknowledgement of Receipt Form and return the completed form to GIAA in order to receive any addenda or other notices related to this RFP and return to Ms. Kathrina Bayson, the Single Point of Contact for this RFP, via email at giaarfp725@guamairport.net. Failure of prospective offerors to submit the Acknowledgement of Receipt Form to GIAA and to acknowledge receipt of all amendments/addenda in their proposal may result in the prospective offeror not receiving notices from GIAA regarding this RFP, including addenda, or proposals may be deemed non-responsive.

Company / Firm: _____

Contact Person regarding RFP: _____
(First and Last Name)

Title: _____

Email Address: _____

Contact Number(s): _____

Physical Address: _____

Packet Received By: _____
(First and Last Name)

Signature: _____

Date: _____

Time: _____

C. PRELIMINARY SCOPE OF WORK

PRELIMINARY SCOPE OF WORK

BACKGROUND

The Antonio B. Won Pat International Airport Authority, Guam (GIAA) invites proposals from qualified firms and/or individuals, licensed to conduct business in Guam, to provide legal services for and on behalf of the GIAA Management and Board of Directors at the Antonio B. Won Pat International Airport, Guam.

GIAA will be awarding a(n) Offeror(s) who has successfully displayed the required qualifications and who can demonstrate their abilities to provide legal services for and on behalf of the GIAA Management and Board of Directors at the Antonio B. Won Pat International Airport, Guam.

Description of Work Involved: A Preliminary Scope of Services describes the work to be accomplished. Upon final selection of the firm or individual, the Scope of Services may be modified and refined during the fee negotiation.

- A. Act as Counsel to the GIAA;
- B. Have particular expertise in and prepare opinions, resolutions, and reports at the request of the Board of Directors or Executive Manager or their designee(s) in:
 - 1. Matters of a commercial and business nature;
 - 2. Matters in the transportation industry;
 - 3. Matters pertaining to federal, regulatory or local statutes
 - 4. Matters relating to personnel rules, regulations and procedures;
- C. Undertake such legal research as shall be requested by the Board or the Executive Manager or their designee as described in section B above;
- D. Represent the Authority in connection with matters before the legislature, Boards and other agencies of Guam or the United States as described in section B;
- E. Represent the Authority in litigation matters as described in section B;
- F. Review contracts, leases, bid invitations and other documents for work as described in section B; and
- G. Provide legal assistance and advice during any negotiations with the Authority's tenants, concessionaires and contractors for work as described in section B; and
- H. Provide special services as requested by the Board of Directors.
- I. Other Tasks: GIAA may require other related tasks not specified above.

*****END OF PRELIMINARY SCOPE OF WORK*****

D. DRAFT AGREEMENT

Agreement No. GIAA-S__-__

AGREEMENT

by and between

**ANTONIO B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM**

and

(ATTORNEY)

**AGREEMENT FOR:
LEGAL SERVICES
RFP No. RFP-007-FY25**

THIS AGREEMENT, is made and entered into with an effective date of _____ (“Effective Date”) by and between Antonio B. Won Pat International Airport Authority, Guam, a public corporation and autonomous instrumentality of the Government of Guam, whose address is Post Office Box 8770, Tamuning, Guam 96931 (hereinafter referred to as “GIAA”) and _____, duly licensed to do business in Guam, whose address is _____, (hereinafter called the “Attorney”).

RECITALS

WHEREAS, the Airport is empowered under Title 12, Guam Code Annotated, Chapter 1, to carry on the business of operating and maintaining the Antonio B. Won Pat International Airport Authority, Guam and its adjoining facilities, enter into contracts, retain the professional services of qualified individuals or firms, and various other activities; and

WHEREAS, the Airport has the authority pursuant to Title 12, Guam Code Annotated, section 1108, to appoint an attorney who shall serve at the pleasure of the Board, and whose compensation shall be fixed by the Board. The attorney by statute is permitted to advise the Board and the Executive Manager on all legal matters to which GIAA is a party or in which GIAA is legally interested. In addition, the attorney by statute is permitted to represent GIAA in litigation; and

WHEREAS, GIAA has the authority pursuant to Title 12, Guam Code Annotated, Section 1105(k) to “employ agents and retain or contract for the services of qualified consultants, specialists or experts, as individuals or as organizations, to advise and assist the Authority and its employees, all of which may be accomplished without regard to the portion of the Personnel Laws relative to compensation;” and

WHEREAS, the Airport has the authority pursuant to Title 4, Guam Code Annotated, Section 2103.16, to “hire under independent contract person who do not wish to be full-time employees...and who agree that they shall not receive any of the benefits give full-time non-contractual employees of the Government of Guam;” and

WHEREAS, such authority has been confirmed by the Guam Supreme Court in the case of A.B. Won Pat International Airport Authority v. Douglas B. Moylan, Supreme Court Case No. CVA03-013 (Superior Court of Guam Case No. SP0055-03), whereby the Supreme Court affirmed the Airport’s authority to retain the services of independent legal counsel; and

WHEREAS, pursuant to Title 5, Guam Code Annotated, Section 5216, the Airport issued a Request for Proposals No. RFP-007-FY25 (the “RFP”) to obtain legal services giving adequate notice of the need for such services and Attorney was determined in writing by the head of the purchasing agency or a designee of such officer to the best qualified based on the evaluation factors set forth in the Request for Proposal, and GIAA’s Board of Directors approved the award subject to negotiation of fair and reasonable fees; and

WHEREAS, fair and reasonable fees were agreed to between the parties.

NOW THEREFORE, the Airport and Attorney in consideration of the premises and the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION ONE
SCOPE OF SERVICES

Attorney agrees to fully and competently perform the following scope of services as assigned by GIAA from time to time:

- A. Act as counsel to GIAA;
- B. Have particular expertise in and prepare opinions, resolutions, and reports of the Board of Directors or Executive Manager or their designee(s) in:
 - 1. Matters of a commercial and business nature;
 - 2. Matters in the transportation industry;
 - 3. Matters pertaining to federal, regulatory or local statutes;
 - 4. Matters relating to personnel rules, regulations and procedures;
- C. Undertake such legal research as shall be requested by the Board or Executive Manager or their designee as described in section B above;
- D. Represent the Authority in connection with matters before the legislature, Boards and other agencies of Guam or the United States as described in section B;
- E. Represent the Authority in litigation matters as described in section B;
- F. Review contracts, leases, bid invitations and other documents for work as described in section B;
- G. Provide legal assistance and advice during any negotiations with the Authority's tenants, concessionaires and contractors for work as described in section B;
- H. Provide special services as requested by the Board of Directors; and
- I. Such other tasks not specified above as GIAA may require.

SECTION TWO
AGREEMENT TERM

The term of this Agreement shall commence on the Effective Date and continue for one (1) year with one (1) option to extend for a period of one (1) year, not to exceed a total contract period of two (2) years with GIAA approval. Any reference to year in this Agreement shall mean a twelve (12) month period. Attorney's agreement to the Effective Date set forth herein shall not be deemed a waiver by Attorney of any claim for payment for services rendered to GIAA prior to the Effective Date. This Agreement may be terminated by either party upon thirty (30) days' written notice.

SECTION THREE
COMPENSATION

GIAA shall compensate Attorney according to its hourly rate schedule, attached hereto as **Exhibit "A"**, for actual time devoted to performing the above stated services. Attorney's billings shall not exceed the sum of \$_____ per month without prior written approval or subsequent ratification by GIAA; provided, however, that GIAA may, at its discretion, establish separate monthly caps for special legal matters. This monthly cap excludes out-of-pocket costs incurred by Attorney and all litigation matters. "Litigation" is defined as all matters involving legal claims asserted against GIAA in any form or proceeding, and any appeals of such litigation.

Attorney shall invoice GIAA for payments on a monthly basis and shall be required to provide a record of hours worked and the description of work. GIAA's obligation for payment of attorney's fees and costs shall be subject to the availability of funds for such payment.

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

SECTION FOUR **REIMBURSEMENT OF EXPENSES**

GIAA shall reimburse Attorney for the following expenses if incurred on behalf of GIAA:

1. Travel, food, lodging, and other related traveling expenses, provided the prior approval of GIAA is obtained for such travel and provided further that reimbursement for such travel expenses shall be pursuant to GIAA's policy and rates for per diem compensation;
2. Whenever Attorney finds it necessary to obtain any specialized services not normally retained by Attorney, Attorney and GIAA together shall determine first that the acquisition of such services by Attorney 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 the Guam Procurement Law will be circumvented, then the acquisition must be undertaken by GIAA. If it is determined that the acquisition of specialized services may be procured by Attorney, then Attorney may contract directly for such services. The costs and fees associated with the specialized services may, at GIAA's election, be paid directly to such specialist or to Attorney as reimbursement;
3. Process servers' fees, court reporters' fees, long distance telephone calls, messenger and delivery fees, postage, photocopying, parking, and other similar items customarily paid for by clients;
4. Any other expenses provided that the prior approval of GIAA has been obtained; and,
5. Any other expenses that although the prior approval of GIAA was not obtained, GIAA determines to have been beneficial and justified.

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

SECTION FIVE
COMPLIANCE WITH LAWS AND REGULATIONS

In performing the work provided for herein, Attorney 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. Attorney 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.

SECTION SIX
CERTAIN REPRESENTATIONS

A. Gratuities and Kickbacks. Attorney represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

B. Ethical Standards. Attorney represents 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 forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

C. Wage Determination (5 GCA Article 13).

Attorney shall pay its employees whose purpose in whole or in part is the direct delivery of services in accordance with the Wage Determination applicable to this Agreement.

In addition to the subsection above, Attorney shall pay said employees health and similar benefits having a minimum value as detailed in the Wage Determination, and shall pay them a minimum of ten (10) paid holidays per year.

Attorney is advised that the Guam Department of Labor, or its successor, shall monitor compliance with the provisions of 5 GCA 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 the Authority. 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.

In the event there is a violation, Attorney 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, Attorney shall not be awarded any contract by any instrumentality of the Government of Guam. In the event Attorney is placed on probationary status or has been assessed a monetary penalty pursuant to 5 GCA Article 13, Attorney may appeal such penalty or probationary status

to the Superior Court of Guam.

Attorney has submitted a Declaration of Compliance with Wage Determination laws with the most recent Wage Determination promulgated by the U.S. Department of Labor attached.

Upon any renewal of this Agreement, GIAA and Attorney agree that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal shall apply to the Agreement.

SECTION SEVEN
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, Attorney shall execute and deliver to GIAA a release, in a form approved by GIAA, of claims against GIAA arising under virtue of this Agreement.

SECTION EIGHT
INDEPENDENT AGENT

For the purpose of the Government Claims Act, Attorney shall not be considered an agent of GIAA 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 GIAA. Attorney contracts herein with GIAA as an independent contractor and is neither an employee nor an agent of GIAA for the purpose of performing the services hereunder. GIAA, therefore, assumes no responsibility of liability for the acts of Attorney which are performed in its independent and professional capacity.

SECTION NINE
RESPONSIBILITY OF ATTORNEY

Attorney shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. Attorney shall correct or revise all errors or deficiencies in his/her work. GIAA'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 Attorney's failure to GIAA for all costs of any kind which may be incurred by GIAA as a result of Attorney's negligent performance of any of the services performed under this Agreement.

SECTION TEN
ASSIGNMENT

Attorney may not assign this Agreement, or any sum becoming due under the provisions of this Agreement without the prior written consent of GIAA and the Attorney General of Guam.

SECTION ELEVEN
GENERAL COMPLIANCE WITH LAWS

Attorney shall be required to comply with all Federal and Guam laws and ordinances applicable to this work. Attorney has provided GIAA with a copy of its Statement of Exemption pursuant to Section 16024 of the Government Code.

SECTION TWELVE
INTENTIONALLY OMITTED

SECTION THIRTEEN
OWNERSHIP OF DOCUMENTS

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

SECTION FOURTEEN
INSURANCE

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

SECTION FIFTEEN
INTENTIONALLY OMITTED

SECTION SIXTEEN
INTENTIONALLY OMITTED

SECTION SEVENTEEN
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. 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 Attorney in performing this Agreement shall, in the manner to the extent determined by the Authority, become the property of and be delivered to the Authority. If the contract is terminated by Attorney or by the Authority for cause, prior to its completion, Attorney shall reimburse the Authority for any travel costs associated with this contract and the Authority may retain as set-off for such expenses any funds owed to Attorney in the Authority's possession.

SECTION EIGHTEEN
SEVERABLE PROVISIONS

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 NINETEEN
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 the Guam.

SECTION TWENTY
GIAA NOT LIABLE

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

SECTION TWENTY-ONE
APPROVALS

Any approvals required herein by GIAA shall mean approval by GIAA Board is required unless another person is designated by GIAA Board of Directors to issue particular or limited approvals on certain matters.

SECTION TWENTY-TWO
CONFLICTS

Attorney agrees to disclose to GIAA any possible conflict of interest that may arise in representing GIAA's interest, and obtain a written waiver from GIAA regarding its conflict. Should any possible conflict of interest arise, Attorney agrees not to disclose or otherwise use any matters learned from GIAA to the disadvantage of GIAA.

SECTION TWENTY-THREE
INTEREST OF ATTORNEY

Attorney 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. Attorney further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION TWENTY-FOUR
GUAM TAX

Attorney is responsible for payment of all applicable Guam taxes.

SECTION TWENTY-FIVE
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 GIAA 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 Attorney and to adjust the same to meet the requirements of the Agreement.

SECTION TWENTY-SIX
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-SEVEN
BREACH OF CONTRACT TERMS

Any violation or breach of terms of this Agreement on the part of Attorney 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-EIGHT
COVENANT AGAINST CONTINGENT FEES

Attorney represents that it has not retained a person 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.

For breach or violation of this warranty, GIAA 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-NINE
INFORMATION TO BE FURNISHED TO ATTORNEY

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

SECTION THIRTY
WARRANTY AGAINST EMPLOYMENT OF SEX OFFENDERS (P.L. 28-98:2)

Attorney warrants that no person providing services on behalf of Attorney has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

If any person providing services on behalf of Attorney is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will immediately be removed from working at said agency and that the Executive Manager be informed of such within twenty-four (24) hours of such conviction.

SECTION THIRTY-ONE
DISPUTES

The Authority and Attorney agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the controversy shall be decided by the Authority in writing within sixty (60) days after Attorney shall request the Authority in writing to issue a final decision. The Authority does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Attorney may proceed as though the Authority had issued a decision adverse to Attorney.

The Authority shall immediately furnish a copy of the decision to Attorney, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

The Authority's decision shall be final and conclusive, unless fraudulent or unless Attorney appeals the decision as follows:

(A) For disputes involving money owed by or to the Authority under this Agreement, Attorney files appeal of the decision in accordance with the Government Claims Act by filing a government claim with the Authority no later than eighteen months after the decision is rendered by the Authority or from the date when a decision should have been rendered.

(B) For all other disputes arising under this Agreement, Attorney files an appeal with the Office of the Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427(e) within sixty days of the Authority's decision or from the date the decision should have been made.

Attorney shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

Attorney shall comply with the Authority's decision and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where Attorney claims a material breach of this Agreement by the Authority. However, if the Authority determines in writing that continuation of services under this

Agreement is essential to the public’s health or safety, then Attorney shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by the Authority.

SECTION THIRTY-TWO
ENTIRE AGREEMENT

A. 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 Attorney by GIAA 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 are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

B. As of the Effective Date, this Agreement supersedes and replaces that Agreement for Legal Services – _____ Counsel by and between GIAA and Attorney dated _____, _____ (“Prior Agreement”) and as of the Effective Date the Prior Agreement shall be deemed terminated.

SECTION THIRTY-THREE
NOTICES

Notices to either party will be sent to:

A.B. Won Pat International Airport Authority, Guam
Attention: Executive Manager
P.O. Box 8770
Tamuning, Guam 96931

SECTION THIRTY-FOUR
FEDERAL REQUIREMENTS

The words used in this Section have such meaning as corresponds with their definition or use in Title 49, Code of Federal Regulations, Part 21, (the “Regulations”) as they may be amended from time to time. During the performance of this Agreement, Attorney, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. Attorney shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”), Regulations, which are herein incorporated by reference and made a part of this Agreement.

2. *Nondiscrimination.* Attorney with regard to the work performed by it during the contract term, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Attorney shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts.* Including Procurement of Materials and Equipment. In all notifications either by competitive bidding or negotiation made by Attorney for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by Attorney of Attorney's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. *Information and Reports.* Attorney shall provide all information and reports required by the Regulations or directive issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Attorney shall certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance.* In the event of Attorney's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to Attorney under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. *Incorporation of Provisions.* Attorney shall include the provisions of Subparagraphs 1 through 5 of this Section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Attorney shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event that a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such discretion, the contractor may request the sponsor and, in addition the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION THIRTY-FIVE
PROCUREMENTS OF FIVE HUNDRED THOUSAND DOLLARS OR MORE

Attorney agrees GIAA must notify the Attorney General of any GIAA solicitation or procurement which is estimated to result in an award of Five Hundred Thousand Dollars (\$500,000) or more. Attorney acknowledges that the Attorney General is the legal advisor during all phases of the solicitation and procurement pursuant to 5 GCA § 5150.

Attorney agrees to follow all the forms and formats required by the Attorney General. In the event Attorney is designated as a Special Assistant Attorney General with regard to said procurement, Attorney agrees to follow all the applicable requirements of that appointment. Attorney agrees to keep the Attorney General informed of all legal matters.

SECTION THIRTY-SIX
MODIFICATIONS

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

// SIGNATURES ON FOLLOWING PAGE //

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**ANTONIO B. WON PAT INTERNATIONAL AIRPORT
AUTHORITY, GUAM**

By: _____

John M. Quinata
Executive Manager

Date: _____

ATTORNEY/LAW FIRM:

By: _____

Name: _____

Title: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

By: _____

Name: _____

GIAA Certifying Officer

Date: _____

**APPROVED AS TO LEGALITY AND FORM:
OFFICE OF THE ATTORNEY GENERAL OF GUAM**

By: _____

Douglas B. Moylan
Attorney General of Guam

Date: _____

ATTEST:

**ANTONIO B. WON PAT INTERNATIONAL AIRPORT
AUTHORITY, GUAM
BOARD OF DIRECTORS**

By: _____

Brian J. Bamba
Chairman

Date: _____

Exhibit A: FEE SCHEDULE
[TO BE INSERTED]