



GUAM DEPARTMENT OF LABOR

DIPĀTMENTON HUMOTNĀT

414 West Soledad Avenue • Suite 400, GCIC Building • Hagåtña, Guam 96910
Telephone: (671) 475-7044/7036 • Website: dol.guam.gov

EDDIE BAZA CALVO
Governor

RAY TENORIO
Lieutenant Governor

REQUEST FOR PROPOSAL

RFP-16-001

*Independent Economic Impact Statement on the Minimum Wage Increase
authorized through Public Law 32-178*

The Guam Department of Labor (GDOL) is soliciting proposals for an independent, objective, and comprehensive economic analysis of the minimum wage increase in accordance with Public Law 32-229, signed into law on December 30, 2014.

A Pre-Proposal Conference will be held on Tuesday, April 5, 2016 at 10:00 a.m. (Chamorro Standard Time/Guam Time) at the GDOL Conference Room, located on the 3rd floor of the Guam Capital Investment Corporation (GCIC) Building, 414 West Soledad Avenue, Hagåtña, Guam 96910. Participation in the pre-proposal conference is not mandatory.

Request for Proposal (RFP) packages may be obtained at the GDOL Procurement Office located at Suite 400, GCIC Building, from Monday through Friday, between 8:00 a.m. and 5:00 p.m. **Deadline for submission of all proposals is on Friday, April 15, 2016 at 4:30 p.m. An original proposal plus six (6) copies must be submitted to the GDOL Procurement Office at the address provided above. Late proposals will not be accepted.** Prospective responders shall direct inquiries/questions in writing to Victoria Helen Mafnas, Administrative Services Officer, Guam Department of Labor, Suite 400, GCIC Building, 414 West Soledad Avenue, Hagåtña, Guam 96910 or email at victoria.mafnas@dol.guam.gov

All questions regarding this RFP are due on Tuesday, April 5, 2016 by 4:30 p.m. (Chamorro Standard Time/Guam Time). Responses to all questions will be posted on Thursday, April 7, 2016 by 4:30 p.m. (Chamorro Standard Time/Guam Time) on GDOL's website at: <http://dol.guam.gov>

/s/ MARIA S. CONNELLEY
Director

This advertisement is paid with government funds by the Guam Department of Labor

GUAM DEPARTMENT OF LABOR
REQUEST FOR PROPOSAL

RFP-16-001

INDEPENDENT ECONOMIC IMPACT STATEMENT ON THE
MINIMUM WAGE INCREASE AUTHORIZED THROUGH PL32-178

REQUEST FOR PROPOSALS
FOR INDEPENDENT ECONOMIC IMPACT STATEMENT ON THE
MINIMUM WAGE INCREASE AUTHORIZED THROUGH PL32-178

INVITATION:

It is the intention of the Guam Department of Labor (GDOL) to solicit proposals for an independent, objective, and comprehensive economic analysis of the minimum wage increase in accordance with Public Law 32-229 signed into law on December 30, 2014.

The Guam Department of Labor (hereinafter referred to as GDOL) makes this Request for Proposal (hereinafter referred to as the RFP) in order to select a qualified entity (hereinafter referred to as the Consultant) to provide an Independent Economic Impact Statement (hereinafter referred to as the Project). The Project is generally described in the "Scope of Services" (Attachment B), contained within the RFP, including descriptions of roles, responsibilities and relationship of the Consultant, GDOL, and other parties involved in the Project.

PRE-PROPOSAL CONFERENCE:

There will be a pre-proposal conference on Tuesday, April 5, 2016 at 10:00 a.m. at the 3rd floor conference room of the GDOL, located at the Guam Capital Investment Corporation (GCIC) Building, 414 W. Soledad Avenue, Hagatna, Guam 96910. Participation in the pre-proposal conference is not mandatory.

PROPOSAL DUE DATE and LOCATION:

The Consultant shall submit an original plus six (6) copies of the proposal no later than 4:30 p.m. (Guam time) on Friday, April 15, 2016 to the GDOL Procurement Office located at:

Suite 400, GCIC Building
414 West Soledad Avenue
Hagatna, Guam 96910

NOTE: Proposals received after 4:30 p.m. will not be accepted.

PROPOSAL FORMAT:

The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in – Evaluation of Proposals".

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order:

Executive Summary - The Executive Summary should include a clear statement of the Consultant's understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.

Scope of Services: Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables:

- a. Provide a study of the impacts of the minimum wage increase effectuated on January 1, 2015 on the island of Guam.
- b. Provide an economic impact analysis of the effects of such a change on the local economy
- c. Provide an analysis of the workers in the local economy most impacted by the minimum wage increase, including industry/occupation, worker demographics, share of the total workforce and what are the impacts on public revenues, revenue increases and consumer demand locally from higher wages earned by these workers.
- d. Provide an analysis of potential job creation/job loss and business retention/business loss, including job mobility and relocation
- e. Provide an analysis of unintended consequences to both businesses and workers such as shifted costs and impacts on benefit eligibility and tax credit eligibility.
- f. Identify sectors/industries of the local economy potentially most impacted by the minimum wage increase and provide analysis of the types and magnitude of impact potentially felt by these sectors/industries.

Experience and Capacity: Describe background and related experience demonstrating ability to provide required services as described above. Indicate if company expansion is required to provide service.

References – List references from contracts similar in size and scope

Personnel Listing – Show involved individuals with resumes and specific applicable experience.

Cost/Fees – Indicate proposed cost of services including a description of how costs were determined; hourly rates; direct costs and payment billing schedule; list of charges per classification of employee; cost for each month of service;

1. The cost of this study shall not exceed \$45,000. Proposals that exceed \$45,000 shall be automatically disqualified.

Affidavits – All Proposals must be submitted with the Affidavits required by local procurement laws – Appendix A, B, C, D & E

EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT:

Proposals will be reviewed by an Evaluation Panel made up of representatives of the Guam Department of Labor and the Guam Economic Development Authority, and other representatives as they might deem appropriate. Evaluation factors are identified and will be based on the required criteria listed in “Proposal Format”. The total points achievable for the proposal is 100 points, the maximum possible award points for each are as follows:

- a. Quality, thoroughness, and clarity of proposal (30 points)
- b. Experience and capacity to see a study of this type to completion. (10 points)
- c. Qualifications and experience of staff (includes a review of references) (10 points)

- d. How well the Scope of Services offered meets GDOL objectives (30 points)
- e. Organization and management approach and involvement for a successful project. (10 points)
- f. Costs of services proposed. (10 points)

SCHEDULE:

The following is a listing of Proposal milestones:

RFP Release	April 1, 2016 Friday
Pre-Proposal Conference	April 5, 2016 Tuesday
Questions on RFP due by	April 5, 2016 Tuesday
Response to Questions due by	April 7, 2016 Thursday
Proposals due by	April 15, 2016 Friday, 4:30 p.m. (Chamorro Standard Time)
Award Date	April 20, 2016 Wednesday
Estimated Service Start Date	April 30, 2016, Saturday
Estimated Service End Date	July 30, 2016, Saturday

CONTRACT:

The contracting parties will be the Guam Department of Labor and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the Guam Department of Labor to award a single contract for a term of three (3) months with the option to extend the contract, on a monthly basis, at the sole option of the Guam Department of Labor for an additional two (2) months.

DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:

The Consultant’s primary interface with the Guam Department of Labor will be with the Administrative Services Officer who will act as the department’s representative for the Project. Prospective responders shall direct inquiries/questions in writing only to:

Victoria Helen Mafnas
 Administrative Services Officer
 Guam Department of Labor
 Suite 400, GCIC Building
 414 W. Soledad Avenue
 Hagatna, Guam 96910
 Telephone: (671) 475-7073
 Hours of Work: 8:00 a.m. to 5:00 p.m.
 Email Address: victoria.mafnas@dol.guam.gov

All questions are due no later than Tuesday, April 5, 2016 by 4:30 p.m. (Guam time). Responses to the questions will be posted by Thursday, April 7, 2016 by 4:30 p.m. (Guam time) on the department’s website at: <http://dol.guam.gov>

The Administrative Services Officer is the only individual who can be contacted regarding the Project before proposals are submitted. The Administrative Services Officer cannot vary the terms of the RFP.

REJECTION OF PROPOSALS:

The Guam Department of Labor reserves the right to reject any Consultant on the basis of the proposals submitted.

ADDENDUM TO THE RFP:

If any addendum is issued for this RFP, it will be posted on the GDOL's website at: <http://dol.guam.gov>

GDOL reserves the right to cancel or amend the RFP at any time.

Attachment A - Terms and Conditions for Request for Proposals (RFP)

Department's Rights

The Department reserves the right to reject and or all proposals or parts of proposals, to accept part or all of the proposals on the basis of consideration other than lowest cost, and to create a project of lessor or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

Equal Opportunity Statement

The Consultant agrees to comply with applicable provisions of applicable federal and state regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. The Consultant agrees to comply with the provisions of Sect. 188, WIOA: Title V1 Civil Rights Act 1964: Section 504, Rehabilitation Act, 1973: Age Discrimination Act, 1975: American with Disability Act (42 U.S.C.12101); 28 CFR 35.130; 41 CFR Chapter 60; 9 Guam Code Annotated, Chapter15; Title IX, Education Amendment, 1972; P.L. 92-255, Drug Abuse Act, 1972; P.L. 91-616, Comprehensive Alcohol Abuse Act, 1972; Sect. 523 & 527, Public Health Service Act, 1912

Use of Funds

No funds whether federal or local received under this Agreement may be used for any political activities, lobbying Federal, State or Local Officials, to promote or oppose unionization, to promote or discourage religious activities.

Records Retention, Inspection Rights

The Consultant shall maintain accurate books of accounts, and all other documents and records to support any and all reimbursement(s) pertaining to cost incurred, under this Agreement. All records related to this agreement are to be retained separately and distinctively from records pertaining to other operations of the Consultant. Such records will be made available for inspection upon reasonable notice from GDOL. Such records shall be retained for a period of three (3) years after final expenditures or resolution of any litigation, audit, or claim, whichever is later (29 CFR 97.42).

In the event that the Consultant becomes unable to retain the required records, such records shall immediately be transferred to GDOL's possession in an orderly fashion with documents properly labeled and filed in an acceptable condition for storage. No records shall be disposed of without prior written approval of GDOL.

Sex Offender Registry

The Consultant warrants that no person in its employment who has been convicted of a sex offense under the provisions of Title 9 GCA, Chapter 25, or has been convicted of an offense with the same element, as heretofore defined, in any other jurisdiction, or who is listed in the Sex Offender Registry, shall provide service on behalf of the Consultant while on government property, with the exception of public highways. If an employee of the Consultant is providing service in government property and is convicted subsequent to an award of a contract, then the Consultant warrants that it will notify the

GDOL of the conviction within twenty four (24) hours of the conviction and will immediately remove such convicted person from providing services on government property. If the Consultant is found to be in violation of any of the provision of this paragraph, then the Consultant will take corrective action within twenty four (24) hours of notice from GDOL. The Consultant shall immediately notify GDOL when action has been taken. If the Consultant fails to take corrective action within twenty four (24) hours after notice, then GDOL, in its sole discretion, may temporarily suspend any contract for services until corrective action is taken.

Conflict of Interest

Provider agrees that in administering this Agreement, it will take every reasonable course of action in order to maintain the integrity of this Agreement and to avoid any favoritism, questionable or improper conduct. The Consultant, its directors, officers and employees hereby acknowledges that they are subject to the provisions of Title 5, GCA, Ch.5, Art.11, Sect. 5628.

Proprietary Information

The Consultant agrees that during the timeframe and after the completion of the Agreement, it will keep and hold all information disclosed by the Board, partnering entities, affiliates, customers or providers in strict confidence and trust. The Consultant will also comply with the provisions of 2 GAR, Div.4, Sections 3109 and 3114.

Debarment and Suspension

The Consultant assures and certifies that neither itself or any other units planned for participation in the Project are listed in a Debarment List due to violation of Title VI and VII of the Civil Rights Act of 1964, nor are any proposed parties to the Agreement aware of any pending action which might result in such debarment, the Consultant acknowledges that it is subject to the provisions of Sect. 5426, Art. 9, Chap. 5, of Title 5, GCA.

Indemnity

The Consultant agrees to save and hold harmless the GDOL, and the government, its directors, officers, agents, representatives, successors, from and against any expense, liability, payments from suite or actions on account of injury, death, personal or property damage, arising from any acts or omission of the Consultant, its directors, officers, agents, or employees.

The Consultant shall assume all cost, expenses and risk, and shall defend any legal proceedings that may be brought against GDOL, on any liability claims or demands, and shall satisfy any judgment that may be rendered against GDOL arising or resulting from any acts or omissions of the Consultant.

Termination

This Agreement is subject to termination due to actions taken by federal or local government. Such actions may include, but are not limited to, withdrawal funds by the United States Department of Labor. The Consultant's failure to fulfill its obligations under this Agreement will be cause for immediate termination of this Agreement. Either party, for justifiable reason, may, upon thirty (30) days prior written notice to the other party, terminate this Agreement.

Assignment of Agreement

This Agreement is not assignable, in whole or in part, or for any sum becoming due to the Consultant without prior written consent of the Government.

Publications, Reproductions, Use of Materials

No materials produced in whole or in part with funds provided under this Agreement shall be subject to copyright in the United States or in any other country. All documents, reports, studies and other materials developed, produced or generated by the Consultant as part of the performance required under this Agreement are referred to as "Contract Documents". The Consultant may not undertake any publicity or advertisement, or publish any results or information about the Agreement, other than to make information known in, or as to, open meetings, without prior review and approval of GDOL.

Claims

Should any claims be made arising out of this contract, the Consultant agrees, within thirty (30) days after the claim accrues arising out of, or in connection with, the employment provided herein, to give written notice to the GDOL and the Attorney General of Guam, of such claim, setting forth in detail all the facts relating thereto and the basis for such claim, and that the Consultant will not institute any suit or action against GDOL in any court or tribunal, in any jurisdiction, based on any such claim later than one year after filing. The claim shall not include any item or matter not specifically mentioned in the notice of claim above specified. It is agreed that if such action or suit is instituted, proof by the Consultant of its compliance with the provisions of the paragraph shall be a condition to any recovery, and that this paragraph does not constitute a waiver by GDOL of any applicable statutes of limitation.

Severability

Should any provision of this Agreement be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Should a court of competent jurisdiction find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable. Then such provision shall be written, construed, and enforced as so limited.

Ownership of Documents

All briefs, memoranda, and other incidental work or materials furnished by the potential Proposer hereunder shall be and remain the property of the department, including all publication rights and copyright interest, and may be used by the department without any additional cost to the department.

Government Not Liable

The Government assumes no liability for any accident or injury that may occur to the Consultant, their agents, dependents, or personal property while enroute to or from the territory, or during any travel mandated by the terms of this Agreement. The Government shall not be liable to the Consultant for any work performed by the Consultant prior to the approval of this Agreement, and the Consultant hereby expressly waives any and all claims for services performed in expectation of this Agreement prior to its approval by the Governor of Guam.

Failure to Honor Bid/Proposal

If the Consultant to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the GDOL may, in its sole discretion, suspend the Consultant from doing business with GDOL for an indefinite time or initiate debarment proceedings.

Force Majeure

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the government, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, beyond the reasonable control of the nonperforming party, as long as such party is using diligent efforts to remedy such failure or delays.

Technology Access for Blind or Visually Impaired

Contractor acknowledges that no GDOL funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired.

Choice of Law

This RFP and any resulting Agreement shall be subject to the laws of the Territory of Guam and if any provision is, or shall be, held invalid under the laws of Guam for any reason, the same shall be deemed severable from the remainder thereof and shall in no way affect or impair the validity of the RFP or Agreement, and the RFP or Agreement shall otherwise remain in full force and effect.

Attorney's Fees

Should either party commence any legal action or proceeding against the other, the prevailing party shall be entitled to an award of attorney's fees but only to the extent permitted by the Government Claims Act (5 G.C.A. Chapter 6).

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Consultant. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

Introduction

The purpose of the project is to respond to the legislative mandate under Public Law 32-229. The mandate's directives is to conduct an "Independent Economic Impact Statement" relative to the effects of Public Law 32-178 which increased the Guam minimum wage by one dollar (\$1.00) over the Federal minimum wage.

A new section, § 3105.1 was added to Article 1, Chapter 3 of Title 22, Guam Code Annotated, to read:

"§ 3105.1 Independent Economic Impact Statement. On or before June 1, 2015, the Director of the Department of the Department of Labor shall issue a Request for Proposal for the purpose of conducting a one (1) year Independent Economic Impact Statement, relative to the minimum wage increase authorized through P.L. 32-178. The Department of Labor, in collaboration with the Guam Economic Development Authority, shall identify resources necessary to fund the Independent Economic Impact Statement. The Department of Labor, in collaboration with the University of Guam, shall determine the study parameters.

The Independent Economic Impact Statement shall be completed by an identified group that includes an Economist with a Master's degree or Ph.D. in Economics from an institution of higher learning accredited by an accreditation agency recognized by the U.S. Secretary of Education, or similar accredited body that is recognized internationally, no later than March 30, 2016, and shall be transmitted to the Speaker of I Leheslaturan Guåhan and to I Maga'lahren Guåhan on or before April 30, 2016"

The chronology of the Guam minimum wage increase is as follows:

- 04/14/2014 Bill 316-32 sponsored by Senator Benjamin J.F. Cruz. The original form of the bill proposed a three year increase in the minimum wage; Eight Dollars and Twenty Cents (\$8.20) per hour, effective January 1, 2015, Nine Dollars and Fifteen Cents (\$9.15) per hour, effective January 1, 2016, and Ten Dollars and Ten Cents (\$10.10) per hour, effective January 1, 2017.
- 07/01/2014 Bill 316-32 was amended by removing the three year increase proposed a single increase of Eight Dollars and Twenty-five Cents, effective January 1, 2015.
- 07/10/2014 Bill 316-32 signed into law as Public Law 32-178.
- 12/17/2014 Bill 376-32 sponsored by Senator Aline A. Yamashita, Ph.D. to conduct an Independent Economic Impact Statement relative to P.L. 32-178.

- 12/30/2014 Bill 376-32 signed into law as Public Law 32-229. The law requires the Department of Labor and the Guam Economic Development Authority to identify funding and for the Department of Labor and the University of Guam to determine the study parameters.

Research Objective

As stated in the law, UOG and DOL will determine the study parameters aimed at ascertaining the impact of the one dollar (\$1.00) increase of the Guam minimum wage over the Federal minimum wage of seven dollars and twenty-five cents (\$7.25) for the period covering January 1, 2015 through December 31, 2015.

Study parameters should respond to the Scope of Services, and will be dependent on qualitative or quantitative data available or accessible within the project period. Examples of elements to consider are as follows:

Element 1 – Data Mining

Issues and concerns from the legislative testimonies made during the public hearings on Bill 316-32, as amended, will be reviewed and referenced as needed.

Variables to consider or assess:

- Data indices from the Department of Labor.
- Assessment against econometric protocols or of available data or of testimonies from:
 - Business.
 - Worker profiles.
 - Households/Individuals.
 - Government.
- Developing minimum wage impact metrics and indicators.
- Development of the Minimum Wage Infographic series.
 - The concept of the minimum wage and its validity to Guam’s work environment.

Element 2 – Comparable Data Analysis.

- Reference similar studies conducted to help build and validate research model
- Ensure objectivity with reliable and valid data analysis to produce an independent economic impact statement resulting from the minimum wage increase.

Element 3 – Presentation of Findings, Analysis and Recommendations.

- Details and summary of findings and analysis
- Recommendations base on possible or warranted minimum wage increase

Element 4 – Other Considerations

- Continued monitoring of the minimum wage impact over time.
- Impact analysis by employment sector.
- Concomitant factors of impact on:
 - Taxes
 - Wages/Benefits
 - Social Program Demand
 - Unemployment

The result of PL32-178 is the following RFP scope of service:

- a. Provide a study of the impacts of the minimum wage increase effectuated on January 1, 2015 on the island of Guam.
- b. Provide an economic impact analysis of the effects of such a change on the local economy
- c. Provide an analysis of the workers in the local economy most impacted by the minimum wage increase, including industry/occupation, worker demographics, share of the total workforce and what are the impacts on public revenues, revenue increases and consumer demand locally from higher wages earned by these workers.
- d. Provide an analysis of potential job creation/job loss and business retention/business loss, including job mobility and relocation
- e. Provide an analysis of unintended consequences to both businesses and workers such as shifted costs and impacts on benefit eligibility and tax credit eligibility.
- f. Identify sectors/industries of the local economy potentially most impacted by the minimum wage increase and provide analysis of the types and magnitude of impact potentially felt by these sectors/industries.

APPENDIX A: MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

All Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the Request for Proposal.

Excerpt from P.L. 18-44:

Section 44. A new section 6961.3 is added to the Government code to read.

“Section 6961.3. Disclosure Major Shareholders. As a condition of the Request for Proposal, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the names and address of any person who has held more than ten percent (10%) of 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 or all assets of such partnership, sole proprietorship or corporation, which have been held by each such person during the twelve-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 the procuring or assisting in obtaining business related to the proposal for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.”

EXAMPLE:

1. An Offeror intends to participate in Request for Proposal’s schedule for October 5, 15, and 25 2009. He has to prepare and submit a **NEW AFFIDAVIT ON OCTOBER 5** and may submit **COPIES OF AFFIDAVIT ON THE REQUEST FOR PROPOSALS FOR October 15 and 25.**

NOTE: IF the affidavit is a copy, indicate the Request for Proposal number and where it is filed.

2. An Offeror intends to participate in Request for Proposal schedule for October 20 and November 5, 2009. He has to submit a **NEW NOTARIZED AFFIDAVIT** for **EACH REQUEST FOR PROPOSAL.**

NOTE: Each affidavit is only good for the month within which it was prepared and notarized.

**MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT
GDOL RFP NO. 16-001**

Name of Offeror Firm or Individual: _____

TERRITORY OF GUAM)
)**SS:**
HAGATNA GUAM)

1. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the undersigned and that *[please check one]*:

- The respondent is an individual or sole proprietor and owns the entire interest in the respondent's company.
- The respondent is a corporation, partnership, joint venture, or association, and the persons, companies, partners, or joint ventures that have held more than 10% of the shares or interest in the respondent's business during the past twelve months are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Shares of Interest Held</u>
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2. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
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Signature of individual if Offeror is a sole Proprietorship; Partner,
if the Offeror is a Partnership; Officer, if the Offeror is a
Corporation.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

Notary Public
In and for the Territory of Guam
My Commission Expires: _____

APPENDIX C: NON-GRATUITY AFFIDAVIT

**NON-GRATUITY AFFIDAVIT
GDOL RFP NO. 16-001**

The following is a release form to be executed and filed by the firm/individual before the final payment is made.

NAME OF PROPOSAL:

CONTACT NO.:

TO: Victoria Helen A. Mafnas
Administrative Services Officer
Guam Department of Labor
414 W. Soledad Ave. GCIC Bldg.
Hagatna, Guam 96910

The undersigned hereby certifies that he/she is the _____ of (name of Individual, Partnership, or Corporation) that in connection with the aforesaid proposal, he/she or its officers, representatives, agents, subcontractors or employees has (have) not given or made any agreement to give to any GDOL employee, his/her relatives or agents, any gift of money or any other gift; or gratuity in any form whatsoever as contained in Public Law 16-124, Section 6980.6 as amended; has (have) not loaned any money or anything of value to any GDOL employee, his/her relatives or agents; has (have) not rented or purchased any equipment, or any form thereof, or supplies of any nature whatsoever from any GDOL employee, his/her relatives or agents.

Signature of individual if Offeror is a Sole Proprietorship;
Partner, if the Offeror is a Partnership; Officer, if the
Offeror is a Corporation.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

Notary Public
In and for the Territory of Guam
My Commission Expires: _____

APPENDIX D: ETHICAL STANDARDS AFFIDAVIT

**ETHICAL STANDARDS AFFIDAVIT
GDOL RFP NO. 16-001**

A F F I D A V I T
(Offeror)

TERRITORY OF GUAM)
)SS:
HAGATNA GUAM)

_____, being first duly sworn, deposes and says: That he/she is _____ (a partner or Officer of firm of, etc.) of the party making the foregoing proposal (identify by Proposal Title and brief description) and _____ that I have not knowingly influenced and promises that I 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.

Signature of individual if Offeror is a Sole Proprietorship;
Partner, if the Offeror is a Partnership; Officer, if the
Offeror is a Corporation.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

Notary Public
In and for the Territory of Guam
My Commission Expires: _____

APPENDIX E: GOOD STANDING AFFIDAVIT

**GOOD STANDING AFFIDAVIT
GDOL RFP NO. 16-001**

**AFFIDAVIT
(Offeror)**

TERRITORY OF GUAM)
)SS:
HAGATNA GUAM)

_____, being first duly sworn, deposes and says: That he/she is _____ (a partner or Officer of firm of, etc.) of the party making the foregoing proposal (identify by Proposal Title and brief description) and that _____ represents and warrants that it is duly registered and in good standing under the laws of Guam (Department of Revenue and Taxation, Guam Contractors Board and the Department of Labor (Wage & Hour).

Signature of individual if Offeror is a Sole Proprietorship;
Partner, if the Offeror is a Partnership; Officer, if the
Offeror is a Corporation.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

Notary Public
In and for the Territory of Guam
My Commission Expires:_____