REQUEST FOR PROPOSALS
RFP NO. BIB-2027-001

Certified Financial Examiner & Actuarial Review Services

Michelle B. Santos
Banking and Insurance Commissioner
P.O. Box 23607
Barrigada, Guam 96921

Date of Issue: November 30, 2026

TABLE OF CONTENTS

A.	**REQUEST FOR PROPOSALS ("RFP") DOCUMENTS**	**page no**
•	RFP Announcement	4
•	Timetable	5
•	Basic Information	6
•	General Terms and Conditions	11
B.	**REQUIRED FORMS FOR PROPOSAL SUBMITTAL**	**18**
•	Special Reminder to Prospective Offerors	19
•	Acknowledgement of Receipt Form	21/22
•	Declaration Disclosing Ownership and Commissions	24
•	Declaration Regarding Non-Collusion	25
•	Declaration Regarding No Gratuities or Kickbacks	26
•	Declaration Regarding Contingent Fees	27
•	Declaration Regarding Ethical Standards	28
•	Declaration RE Compliance with U.S. DOL Wage Determination	29
C.	**ATTACHMENTS**	
•	Attachment No. 1 Preliminary Scope of Services	41
•	Attachment No. 2 Draft Agreement	44
D.	**Exhibits**	
•	Exhibit A – Fees	56

A.) REQUEST FOR PROPOSALS (RFP) DOCUMENTS

REQUEST FOR PROPOSALS

RFP NO. BANKING AND INSURANCE COMMISSIONER-2027-001

Certified Financial Examiner & Actuarial Review Services

The Banking and Insurance Board (BIB) operates at the Department of Revenue and Taxation (BANKING AND INSURANCE COMMISSIONER), which is a line agency of the Government of Guam, is soliciting proposals from professional firms or individuals, licensed to conduct business in Guam, to provide Certified Financial Examiner and Actuarial Review Services to the Banking and Insurance Board at the Department of Revenue and Taxation, Guam.

The RFP packet is available for pick up at the Department of Revenue and Taxation (BANKING AND INSURANCE COMMISSIONER), Director's Office in Barrigada on Monday November 30, 2026. A copy will also be available online at www.guamtax.com.

All offerors must register by submitting to BANKING AND INSURANCE COMMISSIONER the Acknowledgment of Receipt Forms (page 21 & 22) Friday, December 4, 2026, by 4 p.m., to Alice Cruz at alice.cruz@revtax.guam.gov. The BANKING AND INSURANCE COMMISSIONER 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 Friday, Dec. 14, 2026, at 4 p.m. (Chamorro Standard Time (ChST). All proposals must be submitted to the attention of Michelle B. Santos, Banking and Insurance Commissioner, Department of Revenue and Taxation.

BIB 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 BIB and/or for whatever reason as allowed by the Guam Procurement Law or Regulations.

For additional information, offerors may address their inquiries to the Administrator of the Regulatory Division, Alice Cruz at Alice.Cruz@revtax.guam.gov.

Michelle B. Santos
Banking and Insurance Commissioner

TIMETABLE

ITEM DUE	DATE (all times are ChST)	LOCATION
RFP Issue Date	Monday November 30, 2026	BANKING AND INSURANCE COMMISSIONER Director's Office Army Drive Route 16 Barrigada, 2nd Floor or www.guamtax.com
Deadline to file Acknowledgement of Receipt Forms (page 21 & 22) **Deadline to Submit Written Questions**	Friday December 4, 2026 4 p.m. Wednesday December 9, 2026 4 p.m.	Alice Cruz Alice.Cruz@ revtax.guam.gov 671-635-1844
Proposal Submission Deadline	VIA Hand Delivery or by courier or By U.S. Postal Service On or before 4:00 p.m. Monday December 14, 2026	VIA Hand Delivery to BANKING AND INSURANCE COMMISSIONER Director's Office, 1240 Army Drive Route 16 Barrigada, 2nd Floor or Mail to P.O. Box 23607 Barrigada, GU 96921

DEPARTMENT OF REVENUE AND TAXATION, GUAM
Certified Financial Examiner & Actuarial Review Services

BASIC INFORMATION

1. **Services Required**

In accordance with the Guam Procurement Laws and Regulations, the Banking and Insurance Board (BIB) of the Department of Revenue and Taxation (BANKING AND INSURANCE COMMISSIONER), a line agency of the Government of Guam, is soliciting proposals from qualified firms or individuals licensed to conduct business in Guam, to provide assistance in the examination of the affairs and conditions of insurance individuals, or entities, licensed to transact business on Guam including actuarial review of insurance reserves and rate review of health insurance plans. The authority of the BIB is set forth in 11 GCA section 103104(a)(4)(i).

At a minimum, the Firm/Individual shall have the following qualifications:

A. Presently, should have minimum of at least Three (3) years experience in this type of work.
B. Five (5) Years Experience is preferred.

2. **Description of the Work Involved**

The Scope of Services, which describes the work to be accomplished, is contained herein as Attachment 1. Upon final selection of the best qualified Offeror(s), the Scope of Services may be modified and refined during contract negotiations.

3. **Time and Duration of the Work Involved**

It is anticipated that the Firm and/or Individual(s) will commence work on or about November 1, 2026, or from the Agreement execution date. Offerors are reminded that BIB reserves the right to award the **CFE & Actuarial Review Services** Agreement to one (1) or more firm(s) and/or individual(s) based on the Offerors' qualification ranking. The term of the contract shall be for a period of three (3) years. This Agreement may be renewed annually, at the sole discretion of BIB, for additional one-year periods, but not to exceed the total contract term of five (5) years, by written notice.

BIB is not obligated to renew the Agreement and does not have to give reason if the BIB elects not to renew.

4. **Type of Contract**

A professional services agreement will be negotiated between the awardee(s) and BIB in the form of Attachment 2. Offeror(s) must show evidence of their license authorizing the Offeror(s) to provide the solicited services in Guam at the time of contract signing.

Time is of the essence performing these services. Inordinate delays, as determined by BIB, in obtaining its Guam license by the time of contract signing may result in the selected Offeror(s) being determined non-responsive. The Commissioner or designee may then enter into negotiations with the next most qualified Offeror(s).

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, if applicable. 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 BIB's or the Offeror's rights under any termination clause in the agreement. In the event of cancellation, the Offeror(s) shall be reimbursed the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services performed under the agreement. BIB must notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the agreement for each succeeding fiscal period.

5. Submittal Date

BIB will accept proposals via hand delivery or by courier service or by U.S. Postal Service to the Director's Office, Department of Revenue and Taxation, 1240 Army Drive Route 16, Barrigada, Guam or by mail to P.O. Box 23607 Barrigada, GU 96921 . All proposals must be received by BANKING AND INSURANCE COMMISSIONER no later than the Proposal Submission Deadline set forth in the SCHEDULE.

A. Hand Delivery. Proposals submitted via hand delivery shall be delivered to BANKING AND INSURANCE COMMISSIONER's Director's Office no later than the Proposal Submission Deadline set forth in the SCHEDULE. The Director's Office will be open to receive proposals. Our office hours are Monday through Friday 8 a.m. to 5 p.m. (excluding GovGuam holidays.)

6. Form of Submittal

All proposals must be submitted in writing in the following form:

A. Hand and Mail Delivery. Offerors must provide three (3) original and one (1) electronic file (pdf format) of the proposal on portable storage device. Proposals must be submitted in a sealed package to the address below. The outside of the sealed package must clearly state the name and address of the Offeror and the RFP No. and name. This envelope shall not include the price. A second envelope shall include the price and should be sealed and address in the same manner as the first envelope with proposal but with only the price. The outside of the sealed package should the name and address of Offeror and the RFP No. and name and the words "PRICE".

B. Email. Proposals will not be accepted via email or filed electronically.

C. Mail. Proposals will be accepted via U.S.P.S. or other 3rd party mail provider.

Deliver proposals to:

By Hand Delivery:
Department of Revenue and Taxation
Director's Office – 2nd Floor
Army Drive Route 16
Barrigada, Guam
Attention: Insurance Commissioner

By Mail
Insurance Commissioner
Department of Revenue and Taxation
P.O. Box 23607
Barrigada, GU 96921

7. Contents of the Proposal

At a minimum, the proposal shall contain:

A. A transmittal letter prepared on the Offeror's business stationary setting forth a brief summary of the Offeror's proposal and the name and contact information of the Offeror's point of contract for this procurement. The letter must be signed by an individual who is authorized to bind the Offeror to all statements in the proposal; and

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; and

C. The age of the Offeror's business and the average number of employees the past year and;

D. The current workload of the Offeror; and

E. The abilities, qualifications, experience and the role of the key persons that would be assigned to perform the services contained in Attachment 1; and

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 within a period of the last five years, including the names and telephone numbers of clients. The contracts described should only contain those services described in Attachment 1; and

G. A discussion of the program (plan) that the Offeror will undertake to accomplish the objectives of the services described in Attachment 1, 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 plan giving as much detail as is practical explaining how the services will be provided;

K. A letter certifying that there is no conflict of interest with regards to services to be provided.

L. A letter or certification indicating that you are a Certified Financial Examiner in Good Standing.

M. A letter affirming the existence of a Drug Free Workplace Program and Policy at the firm; if applicable and

N. A list of key responsible employees who will work on this project. A complete resume of those employees must be included which shall contain, at the minimum, work history and type of work performed and any educational or professional specialties, if applicable

All timely proposals submitted in response to the RFP become the property of BANKING AND INSURANCE COMMISSIONER and will not be returned.

8. 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 Offerors, 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 list will be established based on the ranking results of the evaluation scores.

B. **Selection and Award**. The Banking and Insurance Commissioner will review the ranking results of the Evaluation Committee. The selection of the best qualified, responsible, responsive Offeror(s) will be based on the ranking of the Offerors. The highest ranked Offeror(s) will enter into negotiations with BANKING AND INSURANCE COMMISSIONER.

BANKING AND INSURANCE COMMISSIONER reserves the right to award this Agreement to one (1) or more firm(s) and/or individual(s) based on the Offerors' qualification ranking, subject to negotiations and mutual agreement of reasonable rates.

If BANKING AND INSURANCE COMMISSIONER is unable to negotiate a contract with the highest ranked Offeror(s), the Director or designee, may re-solicit for offers or enter into negotiations with the next highest ranked Offeror(s) based on the Offerors' qualification ranking.

9. Evaluation Criteria

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

	Evaluation Criteria (for Firm or Individual)	Points
1.	The plan for performing the required services.	10 points
2.	The ability to perform the services as reflected by training, education, general experience, specific experience in providing the required services, qualifications and professional abilities of personnel proposed to be assigned to perform the services.	20 points
3.	The personnel, equipment and facilities to perform the services currently available or demonstrated to be available at the time of contracting.	10 points
4.	The firm's reputation for personal, professional integrity and competence.	10 points
5.	The record of past performance of similar work.	10 points
6.	The firm's demonstration of the ability to meet schedules or deadlines	10 points
7.	The firm's understanding of the project's potential problems and the BANKING AND INSURANCE COMMISSIONER's special concerns	10 points
8.	The degree of interest in undertaking the project	5 points
9.	Compliance to specific requirements: 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)	15 points
	Total	**100 points**

10. Fee Proposals

Offerors shall not submit any cost or pricing data with their proposal. Fee proposals shall be submitted in a separate envelope with the name of offeror and address, RFP No. BIB-2027--001, and word "PRICE" printed on said envelope.

DEPARTMENT OF REVENUE AND TAXATION, GUAM

Certified Financial Examiner and Actuarial Review Services

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 BANKING AND INSURANCE COMMISSIONER staff, or officials regarding this procurement,** except for Regulatory Programs Administrator Ms. Alice Cruz, for this procurement. Any unauthorized contact may disqualify the Offeror from further consideration. All inquiries shall be submitted in writing to:

Ms. Alice Cruz
Email: alice.cruz@revtax.guam.gov
Department of Revenue and Taxation, Guam
P.O. Box 23607
Barrigada, Guam
Phone: (671) 635-1844

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 alternations or items not called for in the RFP, or irregularities of any kind may be rejected by BANKING AND INSURANCE COMMISSIONER.

4. RECEIPT AND OPENING OF PROPOSALS

BANKING AND INSURANCE COMMISSIONER will not be accepting delivery of proposals by facsimile or email. Amendments will not be accepted.

- Hand Delivery. Proposals that are hand delivered shall be time-stamped by BANKING AND INSURANCE COMMISSIONER personnel with the date and time of delivery.
- Mailed Proposals via U.S. Postal Service shall be time-stamped by BANKING AND INSURANCE COMMISSIONER personnel with date and time of delivery.
- Opening. Proposals will not be opened publicly.

5. BANKING AND INSURANCE COMMISSIONER'S RIGHTS RESERVED

While BANKING AND INSURANCE COMMISSIONER has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by BANKING AND INSURANCE COMMISSIONER to award and execute a contract. Upon a determination such actions would be in its best interest, BANKING AND INSURANCE COMMISSIONER, 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 BANKING AND INSURANCE COMMISSIONER not to proceed with contract execution; or
- If awarded, terminate any contract if BANKING AND INSURANCE COMMISSIONER determines adequate funds are not available, if applicable.

6. LATE PROPOSALS

Late proposals will not be accepted.

7. LIABILITY FOR COST TO THE PROPOSAL

BANKING AND INSURANCE COMMISSIONER shall not be liable for any costs incurred by the Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives the right against BANKING AND INSURANCE COMMISSIONER for any expenses incurred in proposal preparation. Submitted proposals become the property of BANKING AND INSURANCE COMMISSIONER. Offeror requests for the return of specific proprietary material will be honored.

8. RIGHT TO AMEND OR CANCEL

BANKING AND INSURANCE COMMISSIONER 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 BANKING AND INSURANCE COMMISSIONER as provided in the Guam Procurement Regulations.

9. 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.

10. 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.

11. METHOD OF AWARD

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

12. PAYMENT

Payment for contractor services will be made by the entity being examined. Invoices should be submitted by the 1st and 15th of every month to Ms. Alice Cruz by hand delivery, mail or email. Invoices will be reviewed and forwarded to the individual insurance companies for payment.

13. 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.

14. LICENSING

Offerors are cautioned that BANKING AND INSURANCE COMMISSIONER will not consider for award any proposal submitted by an Offeror who has not complied with the Guam Licensing Law. Offerors shall, at their own expense, procure all 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, if required. When the contract is awarded, the contractor shall be licensed throughout the duration of the contract.

15. DECLARATIONS AND ASSURANCES

Each Offeror is required to submit the Declarations and assurances attached relating to the following matters. Failure to include said Declarations 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 Declaration 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 Declaration 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 Declaration 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 Declaration 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 Act 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 5GCA Chapter 5, Article 13, any contract to which 5GCA Chapter5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5GCA Chapter5, Article13, 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.

- Compliance with Public Law 28-98: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

The final contract between BANKING AND INSURANCE COMMISSIONER and the awardee shall include the following provisions:

(1) 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 9GCA 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

(2) 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 Article2 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 BANKING AND INSURANCE COMMISSIONER.

18. DETERMINATION OF RESPONSIBILITY OF OFFEROR

BANKING AND INSURANCE COMMISSIONER 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 the 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 BANKING AND INSURANCE COMMISSIONER.

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

Offerors 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, BANKING AND INSURANCE COMMISSIONER 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, BANKING AND INSURANCE COMMISSIONER 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 BANKING AND INSURANCE COMMISSIONER's Security Program, Security Directives and Emergency Amendments. Proposed awardee shall require all persons, including without limitation its

subcontractors, agents, employees, or invitees, entering BANKING AND INSURANCE COMMISSIONER, including without limitation, surrounding facilities and parking lots, to comply with the Security Requirements and BANKING AND INSURANCE COMMISSIONER Rules and Regulations, if applicable.

24. BADGES AND PASSES

All awardee employees shall obtain the required security badges. The awardee shall, prior to the start of the contract, submit to BANKING AND INSURANCE COMMISSIONER the number of personnel expected to have badges. 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, if applicable.

B.) REQUIRED FORMS FOR PROPOSAL SUBMITTAL

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 as required in a sealed envelope on or before the RFP Submission Deadline set forth in the Schedule.

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.		**Special Reminder to Prospective Offerors.** 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.		**Acknowledgement of Receipt Form for receipt of RFP.** This form must be completed, signed and submitted in the proposal envelope together with the proposal.
3.		**Acknowledgement of Receipt Form for all issued Addenda for this RFP.** This form(s) must be completed, signed and submitted in the proposal envelope together with the proposal.
4.		**Declaration Disclosing Ownership and Commissions.** a. As a condition of the RFP, any partnership, sole proprietorship or corporation doing business with the Government of Guam, shall submit an Declaration 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. b. Failure by any Offeror to submit the Declaration Disclosing Ownership and Commissions on the form furnished by BANKING AND INSURANCE COMMISSIONER shall result in the disqualification of its proposal.

	Included in Proposal [✓]	Form/Document
5.		**Declaration Regarding Non-Collusion.** The Declaration Regarding Non-Collusion form furnished by BANKING AND INSURANCE COMMISSIONER as part of the RFP documents must be completed, signed and submitted in the RFP envelope together with the proposal.
6.		**Declaration Regarding No Gratuities or Kickbacks.** The Declaration Regarding No Gratuities or Kickbacks form furnished by BANKING AND INSURANCE COMMISSIONER as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
7.		**Declaration Regarding Contingent Fees**. The Declaration Regarding Contingent Fees form furnished by BANKING AND INSURANCE COMMISSIONER as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
8.		**Declaration Regarding Ethical Standards.** The Declaration Regarding Ethical Standards Declaration form furnished by BANKING AND INSURANCE COMMISSIONER as part of the RFP documents must be completed, signed and submitted in the proposal envelope together with the proposal.
9.		**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.** The Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination Form furnished by BANKING AND INSURANCE COMMISSIONER 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.
10.		**Other Requirements.** None.

ACKNOWLEDGEMENT FORM

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.

Date:_____
OFFEROR REPRESENTATIVE'S SIGNATURE

Contact Number: _____

Email: _____

Please email this form to Alice.Cruz@revtax.guam.gov by Friday December 4, 2026 at 4 p.m.

And

THIS DOCUMENT MUST BE COMPLETED AND RETURNED AND A COPY IS REQUIRED IN THE PROPOSAL ENVELOPE.

ACKNOWLEDGMENT OF RECEIPT FORM

Please acknowledge receipt of

RFP NO. RFP-BIB-2027-001
Certified Financial Examiner Actuarial Review Services

Upon obtaining this RFP, prospective offerors must complete this Acknowledgement of Receipt Form and return the completed form to BANKING AND INSURANCE COMMISSIONER in order to receive any addenda or other notices related to this RFP and return to Ms. Alice Cruz the Single Point of Contact for this RFP, via email at alice.cruz@revtax.guam.gov. Failure of prospective offerors to submit the Acknowledgement of Receipt Form to BANKING AND INSURANCE COMMISSIONER and to acknowledge receipt of all amendments/addenda in their proposal may result in the prospective offeror not receiving notices from BANKING AND INSURANCE COMMISSIONER regarding this RFP, including addenda, or proposals may be deemed non- responsive.

Name of Prospective Offeror _____

Name of person receiving RFP _____

Signature _____

Date _____

Time _____

Contact Person regarding RFP _____

Company/Firm _____

Title _____

E-mail Address _____

Contact Number _____

Fax Number _____

Address _____

Other required Forms

DECLARATION DISCLOSING OWNERSHIP and COMMISSIONS

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

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

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

Name	Address	% of Interest

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

Name	Address	Compensation

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

_____

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

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

DECLARATION REGARDING NON-COLLUSION

_____[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 Declaration 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.

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

DECLARATION REGARDING NO GRATUITIES OR KICKBACKS

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.

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

DECLARATION REGARDING CONTINGENT FEES

_____[*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.

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

DECLARATION REGARDING ETHICAL STANDARDS

_____ *[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.

THIS DECLARATION 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 often (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 Director Division of Wage Determinations	Wage Determination No.: 2015-5693 Revision No.: 29 Date Of Last Revision: 8/27/2026

State: Guam, Northern Mariana Islands, Wake Island

Area: Guam Counties of Guam

Northern Mariana Islands Counties of Mariana and Northern Marianas

Wake Island Counties of Wake Island

Fringe Benefits Required Follow the Occupational Listing

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

01313 - Secretary III	21.61
01320 - Service Order Dispatcher	17.03
01410 - Supply Technician	23.15
01420 - Survey Worker	19.38
01460 - Switchboard Operator/Receptionist	11.20
01531 - Travel Clerk I	15.02
01532 - Travel Clerk II	16.85
01533 - Travel Clerk III	18.26
01611 - Word Processor I	15.44
01612 - Word Processor II	17.32
01613 - Word Processor III	19.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.14
05010 - Automotive Electrician	17.97
05040 - Automotive Glass Installer	16.81
05070 - Automotive Worker	16.81
05110 - Mobile Equipment Servicer	14.42
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.81
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.20
05250 - Motor Vehicle Upholstery Worker	15.64
05280 - Motor Vehicle Wrecker	16.81
05310 - Painter, Automotive	17.97
05340 - Radiator Repair Specialist	16.81
05370 - Tire Repairer	12.98
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.43
07041 - Cook I	17.09
07042 - Cook II	19.91
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.57
07210 - Meat Cutter	14.00
07260 - Waiter/Waitress	9.89
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47
09110 - Furniture Repairer, Minor	17.15
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.57
11060 - Elevator Operator	10.92
11090 - Gardener	18.49
11122 - Housekeeping Aide	10.92
11150 - Janitor	10.92
11210 - Laborer, Grounds Maintenance	13.98
11240 - Maid or Houseman	10.59
11260 - Pruner	12.51
11270 - Tractor Operator	16.93
11330 - Trail Maintenance Worker	13.98
11360 - Window Cleaner	12.21
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	19.37
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65

12072 - Licensed Practical Nurse II		20.86
12073 - Licensed Practical Nurse III		23.25
12100 - Medical Assistant		15.95
12130 - Medical Laboratory Technician		20.82
12160 - Medical Record Clerk		16.47
12190 - Medical Record Technician		18.49
12195 - Medical Transcriptionist		18.65
12210 - Nuclear Medicine Technologist		45.85
12221 - Nursing Assistant I		13.38
12222 - Nursing Assistant II		15.05
12223 - Nursing Assistant III		16.42
12224 - Nursing Assistant IV		18.42
12235 - Optical Dispenser		20.86
12236 - Optical Technician		18.65
12250 - Pharmacy Technician		17.04
12280 - Phlebotomist		18.65
12305 - Radiologic Technologist		31.60
12311 - Registered Nurse I		25.85
12312 - Registered Nurse II		31.60
12313 - Registered Nurse II, Specialist		31.60
12314 - Registered Nurse III		38.24
12315 - Registered Nurse III, Anesthetist		38.24
12316 - Registered Nurse IV		45.85
12317 - Scheduler (Drug and Alcohol Testing)		25.85
12320 - Substance Abuse Treatment Counselor		25.85
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.42
13012 - Exhibits Specialist II		26.53
13013 - Exhibits Specialist III		32.45
13041 - Illustrator I		21.42
13042 - Illustrator II		26.53
13043 - Illustrator III		32.45
13047 - Librarian		29.38
13050 - Library Aide/Clerk		17.05
13054 - Library Information Technology Systems Administrator		26.53
13058 - Library Technician		18.11
13061 - Media Specialist I		19.15
13062 - Media Specialist II		21.42
13063 - Media Specialist III		23.87
13071 - Photographer I		19.15
13072 - Photographer II		21.42
13073 - Photographer III		26.53
13074 - Photographer IV		32.45
13075 - Photographer V		39.27
13090 - Technical Order Library Clerk		21.42
13110 - Video Teleconference Technician		19.15
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71
14042 - Computer Operator II		17.22
14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V		23.62
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	26.65
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		22.17
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.65
15020 - Aircrew Training Devices Instructor (Rated)		32.25

15030 - Air Crew Training Devices Instructor (Pilot)	38.40
15050 - Computer Based Training Specialist / Instructor	26.65
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	38.40
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	38.40
15086 - Maintenance Test Pilot, Rotary Wing	38.40
15088 - Non-Maintenance Test/Co-Pilot	38.40
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70
15120 - Tutor	15.70
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.72
16030 - Counter Attendant	11.72
16040 - Dry Cleaner	13.37
16070 - Finisher, Flatwork, Machine	11.72
16090 - Presser, Hand	11.72
16110 - Presser, Machine, Drycleaning	11.72
16130 - Presser, Machine, Shirts	11.72
16160 - Presser, Machine, Wearing Apparel, Laundry	11.72
16190 - Sewing Machine Operator	13.93
16220 - Tailor	14.49
16250 - Washer, Machine	12.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.76
21030 - Material Coordinator	25.51
21040 - Material Expediter	25.51
21050 - Material Handling Laborer	15.21
21071 - Order Filler	11.02
21080 - Production Line Worker (Food Processing)	16.76
21110 - Shipping Packer	17.12
21130 - Shipping/Receiving Clerk	17.12
21140 - Store Worker I	17.82
21150 - Stock Clerk	25.07
21210 - Tools And Parts Attendant	16.76
21410 - Warehouse Specialist	16.76
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.54
23019 - Aircraft Logs and Records Technician	21.42
23021 - Aircraft Mechanic I	26.22
23022 - Aircraft Mechanic II	27.54
23023 - Aircraft Mechanic III	28.93
23040 - Aircraft Mechanic Helper	18.24
23050 - Aircraft, Painter	24.63
23060 - Aircraft Servicer	21.42
23070 - Aircraft Survival Flight Equipment Technician	24.63
23080 - Aircraft Worker	23.13
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.22
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81
23125 - Cable Splicer	26.61
23130 - Carpenter, Maintenance	17.74
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.68
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70

23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15
23290 - Fire Alarm System Mechanic	18.00
23310 - Fire Extinguisher Repairer	15.81
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81
23370 - General Maintenance Worker	14.64
23380 - Ground Support Equipment Mechanic	26.22
23381 - Ground Support Equipment Servicer	21.42
23382 - Ground Support Equipment Worker	23.13
23391 - Gunsmith I	15.81
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	21.77
23440 - Heavy Equipment Operator	18.87
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	15.21
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	26.47
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81
24000 - Personal Needs Occupations	
24550 - Case Manager	17.70
24570 - Child Care Attendant	10.59
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	15.47
24620 - Family Readiness And Support Services Coordinator	17.70
24630 - Homemaker	17.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.89
27007 - Baggage Inspector	10.63
27008 - Corrections Officer	14.59
27010 - Court Security Officer	14.59
27030 - Detection Dog Handler	11.89
27040 - Detention Officer	14.59

27070 - Firefighter		14.59
27101 - Guard I		10.63
27102 - Guard II		11.89
27131 - Police Officer I		16.05
27132 - Police Officer II		17.83
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		13.69
28042 - Carnival Equipment Repairer		14.96
28043 - Carnival Worker		10.12
28210 - Gate Attendant/Gate Tender		14.50
28310 - Lifeguard		11.60
28350 - Park Attendant (Aide)		16.21
28510 - Recreation Aide/Health Facility Attendant		13.02
28515 - Recreation Specialist		20.09
28630 - Sports Official		12.91
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		30.02
29020 - Hatch Tender		30.02
29030 - Line Handler		30.02
29041 - Stevedore I		27.95
29042 - Stevedore II		32.09
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.54
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	32.09
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	35.33
30021 - Archeological Technician I		18.41
30022 - Archeological Technician II		20.59
30023 - Archeological Technician III		25.51
30030 - Cartographic Technician		25.51
30040 - Civil Engineering Technician		25.51
30051 - Cryogenic Technician I		28.25
30052 - Cryogenic Technician II		31.21
30061 - Drafter/CAD Operator I		18.41
30062 - Drafter/CAD Operator II		20.59
30063 - Drafter/CAD Operator III		22.96
30064 - Drafter/CAD Operator IV		28.25
30081 - Engineering Technician I		17.32
30082 - Engineering Technician II		19.44
30083 - Engineering Technician III		21.74
30084 - Engineering Technician IV		26.94
30085 - Engineering Technician V		32.95
30086 - Engineering Technician VI		39.86
30090 - Environmental Technician		25.51
30095 - Evidence Control Specialist		25.51
30210 - Laboratory Technician		22.96
30221 - Latent Fingerprint Technician I		28.25
30222 - Latent Fingerprint Technician II		31.21
30240 - Mathematical Technician		25.51
30361 - Paralegal/Legal Assistant I		21.15
30362 - Paralegal/Legal Assistant II		26.20
30363 - Paralegal/Legal Assistant III		32.04
30364 - Paralegal/Legal Assistant IV		38.76
30375 - Petroleum Supply Specialist		31.21
30390 - Photo-Optics Technician		25.51
30395 - Radiation Control Technician		31.21
30461 - Technical Writer I		25.51
30462 - Technical Writer II		31.21
30463 - Technical Writer III		37.75
30491 - Unexploded Ordnance (UXO) Technician I		29.57
30492 - Unexploded Ordnance (UXO) Technician II		35.78
30493 - Unexploded Ordnance (UXO) Technician III		42.89
30494 - Unexploded (UXO) Safety Escort		29.57
30495 - Unexploded (UXO) Sweep Personnel		29.57

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

HEALTH & WELFARE EO 13706: $5.42 per hour, up to 40 hours per week, or $216.80 per week, or $939.46 per month*

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

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

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

C.) ATTACHMENTS

ATTACHMENT 1
Certified Financial Examiner/ Actuarial Review Services

PRELIMINARY SCOPE OF SERVICES

BACKGROUND

The Department of Revenue and Taxation, Guam (BANKING AND INSURANCE COMMISSIONER) invites proposals from qualified firms and/or individuals, licensed to conduct business in Guam, to provide Certified Financial Examiner & Actuarial Review Services for and on behalf of the Banking and Insurance Branch of Department of Revenue and Taxation, Guam.

11 Guam Code Annotated – FINANCE AND TAXATION
Chapter 103 – Office of the Commissioner of Banking and Insurance
Section 103104. Powers of Board and Commissioner
Part (4) – Relative to Insurance, the Board may (A) Enter into contracts for services with a Certified Financial Examiner (CFE) in good standing with the Society of Financial Examiners and with an Actuary in good standing with the American Academy of Actuaries in the examination of Insurance Companies.

BANKING AND INSURANCE COMMISSIONER will be awarding a(n) Offeror(s) who has successfully displayed the required qualifications and who can demonstrate their abilities to provide the following services.

1. **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.
2. **Description of Services**
   The Selected offeror or offerors shall have extensive experience or shall have a specialty in one or a combination of the following
   a. Financial Examination of both life and health companies as well as property and casualty insurance companies and must be capable to perform the work of an Examiner -in - Charge as defined in the Examiners' Financial Handbook approved by National Association of Insurance Commissioners (NAIC). In addition, the offeror or offerors must possess the qualification of a CFE and be a member in good standing with the Society of Financial Examiners (SOFE).
   b. Actuarial review to determine the adequacy of the reported contract reserves, claims reserves, incurred but not reported claims reserves, loss adjustment expenses reserves, and unearned premium reserves. In addition, the offeror or offerors must be able to (i). review health insurance rates filed with the Systems for Electronic Rate and Form Filing (SERFF),

(ii). Be registered with the Health and Human Services (HHS) Health Insurance Oversight System (HIOS) as a contractor or subcontractor to review health insurance rates

c. Market conduct examination of life insurance companies, accident and health companies and property & casualty companies to determine the propriety and reasonableness of paid claims and premiums charged in relation to the policy forms and rates filed and approved by the Office of the Banking and Insurance Commissioner. In addition, the offeror or offerors must possess the qualifications of a Certified Financial Examiner (CFE) or an actuary who is a member in good standing with the American Academy of Actuaries (AAA).

3. Examples of Duties:

- Gain an understanding of insurer operations to include its corporate governance and structure, its enterprise risk management framework through a overview of regulatory filings, discussions with Department Staff, company personnel, review of public information, industry trends and other sources of information available and applicable.
- Be able to identify and assess solvency risk factors facing the company, from both a current and prospective risk perspective.
- Review and assess the effectiveness of the insurer's audit function (internal and external) as well as the enterprise risk management function to leverage existing work and gain efficiency in conducting examinations, where appropriate.
- Identify relevant controls and/or risk mitigation strategies to address risks identified and perform tests of controls to evaluate their effectiveness where appropriate.
- Apply professional skepticism when assessing the strength of controls and/or risk mitigation strategies
- Examine insurer records, practices and activities to appropriately determine insurer compliance with state laws, rules, and NAIC standards and guidelines.
- Research complex issues relating to Guam law, Guam rules and regulations and statutory accounting principles, etc.
- Prepare examination work papers to provide accurate and complete documentation of observations, work performed, and examination findings in accordance with department and NAIC standards and guidelines.
- Communicate to insurer, both verbally and in writing, regarding the details of exam findings through exam reports, management letters, and exit conferences.
- Communicate to BIB, both verbally and in writing, regarding the details of exam findings through exam reports, management letters, and exit conferences.
- Effectively manage time and expenses against budget.
- Maintain the Certified Financial Examiner (CFE) designation as directed.

4. Minimum Qualifications

- Bachelor's Degree in accounting from an accredited college or university. A degree major other than accounting must provide transcripts that include 6 semester hours in Fundamental and higher Accounting, and 3 hours in Economics, 3 hours in Finance, General auditing – 3 hours and 3 hours in Business law.

- AFE or CFE Designations for a Financial Examiner as provided by the Society of Financial Examiners (SOFE).
- 3 years of financial examination, public accounting, or similar experience with specialization in the insurance industry.

  Preferred:
- 5 years of financial examination, public accounting, or similar experience with specialization in the insurance industry preferred.

5. Special Notifications
   - Some work-related travel may be required with this position.
   - The selected candidate will need to successfully pass a background check.
   - Perform other related tasks and special services, not specified above, as assigned by the Insurance Commissioner.

ATTACHMENT 2

DRAFT

AGREEMENT

by and between

Department of Revenue and Taxation

Banking and Insurance Commissioner

and

(CONTRACTOR)

AGREEMENT FOR CFE Services
RFP NO. BANKING AND INSURANCE COMMISSIONER-2023-001

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR TO PROVIDE CERTIFIED FINANCIAL/ACTUARIAL REVIEW SERVICES

This AGREEMENT is made as of this____day of _____("Effective Date"), by and between _____("Contractor"), whose address is_____, and the **Department of Revenue and Taxation** (BANKING AND INSURANCE COMMISSIONER) whose mailing address is P.O. Box 2360, Barrigada, Guam 96921.

RECITALS

WHEREAS, the Department of Revenue and Taxation is empowered under 11 GCA, Chapter 103, section 103104 to enter into contract for services for a Certified Financial Examiner (CFE) and/ or Actuarial Review Services; and

WHEREAS, the Department of Revenue and Taxation has the authority pursuant to the Guam Procurement Law, Title 5, Chapter 5, and codified in Title 2 Division 4 of Guam Administrative Rules and Regulations (GAR) and BANKING AND INSURANCE COMMISSIONER issues this RFP to seek CFE/Actuarial Review Services under the competitive selection process of the Guam Procurement Law and its regulations; and

WHEREAS, pursuant to Title 5, Guam Code Annotated, Section 5216, the BANKING AND INSURANCE COMMISSIONER issued a Request for Proposals No. RFP/BANKING AND INSURANCE COMMISSIONER-2023-001 to obtain CFE/Actuarial Review Services giving adequate notice of the need for such services and 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 the Banking and Insurance Commissioner 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 BANKING AND INSURANCE COMMISSIONER and Contractor 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

Contractor agrees to fully and competently perform the following scope of services as assigned by BANKING AND INSURANCE COMMISSIONER:

Description of Work Involved: The Scope of Services describes the work to be accomplished. See Attachment 1, pages 41 – 43.

SECTION TWO
AGREEMENT TERM

The term of this Agreement shall commence on the Effective Date and continue for three (3) years with two (2) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years with approval of the Banking and Insurance Commissioner. Any reference to year in this Agreement shall mean a twelve (12) month period. This Agreement may be terminated by either party upon thirty (30) days' written notice.

SECTION THREE
COMPENSATION/REIMBURSEMENT OF EXPENSES

The parties agree that Contractor will provide the services specified in Attachment "1" at a cost described in Exhibit "A" exclusive of travel or per diem expenses with the total Contract payable semi-monthly by the entity examined. The Commissioner does not agree to require the entity examined to pay the Contractor for any other expenses other than the direct travel expenses, car rental, and OCONUS per diem. Postage, courier, telephone, fax, and cost of copies are included in the above pricing. Contractor shall provide vouchers and receipts, together with a brief explanation of such expenses incurred to the Banking and Insurance Commissioner.

SECTION FOUR
COMPLIANCE WITH LAWS AND REGULATIONS

In performing the work provided for herein, Contractor 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. Contractor 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 FIVE
CERTAIN REPRESENTATIONS

A. Gratuities and Kickbacks. Contractor 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. Contractor 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).

Contractor 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, Contractor 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.

Contractor 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 BANKING AND INSURANCE COMMISSIONER. 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, Contractor 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, Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. In the event Contractor is placed on probationary status or has been assessed a monetary penalty pursuant to 5 GCA Article 13, Contractor may appeal such penalty or probationary status to the Superior Court of Guam.

Contractor 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, BANKING AND INSURANCE COMMISSIONER and Contractor 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 SIX
FINAL PAYMENT AND RELEASE OF CLAIMS

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein

specified and performed under this Agreement. Prior to final payment, as a condition precedent thereto, Contractor shall execute and deliver to BANKING AND INSURANCE COMMISSIONER a release, in a form approved by BANKING AND INSURANCE COMMISSIONER, of claims against BANKING AND INSURANCE COMMISSIONER arising under virtue of this Agreement.

SECTION SEVEN
INDEPENDENT AGENT

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

SECTION EIGHT
RESPONSIBILITY OF CONTRACTOR

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

SECTION NINE
ASSIGNMENT

Contractor may not assign this Agreement, or any sum becoming due under the provisions of this Agreement without the prior written consent of BANKING AND INSURANCE COMMISSIONER and the Contractor General of Guam.

SECTION TEN
GENERAL COMPLIANCE WITH LAWS

Contractor shall be required to comply with all Federal and Guam laws and ordinances applicable to this work. Contractor has provided BANKING AND INSURANCE COMMISSIONER with a copy of its Certificate

of Good Standing from SOFE.

SECTION ELEVEN
OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental work of Contractor or materials furnished here under shall be and remain the property of BANKING AND INSURANCE COMMISSIONER including all publication rights and copyright interests and may be used by BANKING AND INSURANCE COMMISSIONER without any additional costs to BANKING AND INSURANCE COMMISSIONER.

SECTION TWELVE
INSURANCE

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

SECTION THIRTEEN
TERMINATION

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

SECTION FOURTEEN
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 FIFTEEN
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 SIXTEEN
BANKING AND INSURANCE COMMISSIONER NOT LIABLE

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

SECTION SEVENTEEN
APPROVALS

Any approvals required herein by BANKING AND INSURANCE COMMISSIONER shall mean approval by the BANKING AND INSURANCE COMMISSIONER is required unless another person is designated by the Governor of Guam to issue particular or limited approvals on certain matters.

SECTION EIGHTEEN
CONFLICTS

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

SECTION NINETEEN
INTEREST OF CONTRACTOR

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

SECTION TWENTY
GUAM TAX

Contractor is responsible for payment of all applicable Guam taxes.

SECTION TWENTY-ONE
NO WAIVER OF LEGAL RIGHTS

No waiver of any breach of the Agreement shall be held to be waiver of any other or subsequent

breach, or of any right that BANKING AND INSURANCE COMMISSIONER 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 Contractor and to adjust the same to meet the requirements of the Agreement.

SECTION TWENTY-TWO
SUCCESSORS AND ASSIGNS

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

SECTION TWENTY-THREE
BREACH OF CONTRACT TERMS

Any violation or breach of terms of this Agreement on the part of Contractor 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 here under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION TWENTY-FOUR
COVENANT AGAINST CONTINGENT FEES

Contractor 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, BANKING AND INSURANCE COMMISSIONER shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the contract price of consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION TWENTY-FIVE
INFORMATION TO BE FURNISHED TO CONTRACTOR

All information, data, reports, and records as are existing, available, and in BANKING AND INSURANCE COMMISSIONER's custody, and necessary for the carrying out of the services shall be furnished to Contractor without charge by BANKING AND INSURANCE COMMISSIONER, and the BANKING AND INSURANCE COMMISSIONER shall cooperate with Contractor in every reasonable way during all phases of the project. Contractor hereby agrees to indemnify and hold the BANKING AND INSURANCE COMMISSIONER harmless from any losses, damages, costs, claims, suits and judgments, expenses of

any nature or kind, including Contractor's fees, arising from any defects or failures attributable to Contractor's unreasonable or imprudent reliance on the aforementioned documents.

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

Contractor warrants that no person providing services on behalf of 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.

If any person providing services on behalf of 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 immediately be removed from working at said agency and that the Director of BANKING AND INSURANCE COMMISSIONER be informed of such within twenty-four (24) hours of such conviction.

SECTION TWENTY-SEVEN
DISPUTES

The BANKING AND INSURANCE COMMISSIONER and Contractor 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 BANKING AND INSURANCE COMMISSIONER in writing within sixty (60) days after Contractor shall request the BANKING AND INSURANCE COMMISSIONER in writing to issue a final decision. The BANKING AND INSURANCE COMMISSIONER 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 Contractor may proceed as though the BANKING AND INSURANCE COMMISSIONER had issued a decision adverse to Contractor.

The BANKING AND INSURANCE COMMISSIONER shall immediately furnish a copy of the decision to Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

The BANKING AND INSURANCE COMMISSIONER's decision shall be final and conclusive, unless fraudulent or unless Contractor appeals the decision as follows:

(1) For disputes involving money owed by or to the BANKING AND INSURANCE COMMISSIONER under this Agreement, Contractor files appeal of the decision in accordance with the Government Claims Act by filing a government claim with the BANKING AND INSURANCE COMMISSIONER no later than eighteen months after the decision is rendered by the BANKING AND INSURANCE COMMISSIONER or from the date when a decision should have been rendered.
(2) For all other disputes arising under this Agreement, Contractor files an appeal with the Office of the Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427(e) within sixty days of the

BANKING AND INSURANCE COMMISSIONER's decision or from the date the decision should have been made.

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

(4) Contractor shall comply with the BANKING AND INSURANCE COMMISSIONER'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 Contractor claims a material breach of this Agreement by the BANKING AND INSURANCE COMMISSIONER. However, if the BANKING AND INSURANCE COMMISSIONER determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then Contractor shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by the BANKING AND INSURANCE COMMISSIONER.

SECTION TWENTY-EIGHT
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 Contractor by the BANKING AND INSURANCE COMMISSIONER and contains all of the covenants and agreements between the parties with respect to such retention in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

SECTION TWENTY-NINE
NOTICES

Notices to either party will be sent to:
Department of Revenue and Taxation
Government of Guam
Attention: Banking and Insurance Commissioner
P.O. Box 23607
Barrigada, Guam 96921

SECTION THIRTY
PROCUREMENTS OF FIVE HUNDRED THOUSAND DOLLARS OR MORE

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

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

SECTION THIRTY-ONE
MODIFICATIONS

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

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

DEPARTMENT OF REVENUE AND TAXATION

By: _____
Michelle B. Santos
Banking and Insurance Commissioner

Date: _____

Independent Contractor

By: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Certified Financial Examiner	$_____ / Hourly Rate