



**GUAM BEHAVIORAL
HEALTH AND WELLNESS
CENTER**

(formerly Department of Mental Health & Substance Abuse)

GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER

**Request for Proposals
No: GBHWC RFP #09-2015**

**TITLE: Invitation to non- profit organizations to apply for PREVENTION
EDUCATION AND COMMUNITY EMPOWERMENT (PEACE) PARTNERSHIPS FOR
SUCCESS funds to conduct the Strategic Prevention Framework Process**

Issued: December 16, 2015

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I. PUBLIC NOTICE

REQUEST FOR PROPOSALS GBHWC RFP #09- 2015

TITLE: Invitation to non- profit organizations to apply for PREVENTION EDUCATION AND COMMUNITY EMPOWERMENT (PEACE) PARTNERSHIPS FOR SUCCESS funds to conduct the Strategic Prevention Framework Process

The Guam Behavioral Health and Wellness Center (GBHWC) is inviting qualified non-profit organizations (school, faith, sports, cultural, village, community, civic-based or others) to join in *Partnerships for Success* to achieve Guam's PEACE vision: *An island community empowered and committed to making informed decisions towards a healthier (mental, physical, spiritual) future for ourselves and others on Guam.*

Interested qualified non-profit organizations, whose mission and purpose are aligned with PEACE Partnerships for Success (PFS), are invited to respond to this Request for Proposal (RFP). Multiple awards may be made under this RFP. Offerors who are awarded contracts under this RFP will be referenced as PEACE PFS Sub-recipients. This procurement is funded by the SAMHSA (Substance Abuse and Mental Health Services Administration) Partnerships for Success (PFS) grant for PEACE (Grant Number 5U79SP090157-03, 09/30/2015-09/29/2016).


PEACE PFS Sub-recipients will be required to follow the Strategic Prevention Framework (SPF) 5-step process and to work together to reach PEACE PFS goals: 1) Prevent or reduce consumption and consequences of underage drinking among 12-20 years old and problem drinking among adults; 2) Prevent or reduce youth and adult tobacco use. To achieve these goals and the overall PEACE Vision, PEACE PFS Sub-recipients will collaboratively build upon the PEACE Pillars for Success, the community-generated logic model that drives the 5-Year Prevention Plan for Guam: *Youth Empowerment, Effective Communication, Strong Leadership, Grassroots Engagement, and Safe and Healthy Environment.*

PFS Sub-recipients will utilize the 5-step Strategic Prevention Framework data-driven process to: assess needs (Step 1), build capacity (Step 2); engage in a strategic planning process to develop a Community Action Plan (Step 3); implement a comprehensive, evidence-based prevention approach (Step 4); and evaluate implementation and related outcomes (Step 5). PEACE PFS Sub-recipients will also attend trainings and technical assistance meetings to build upon prevention knowledge, skills and resources that will support the successful implementation of the Strategic Prevention Framework and sustain interventions beyond the life of the grant.

RFP packages may be picked up at the Guam Behavioral Health and Wellness Center Director's Office, located at 790 Governor Carlos G. Camacho Road, Tamuning, Guam, 96913 Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. or the RFP may be downloaded from GBHWC's website at

<http://www.gbhwc.guam.gov/rfps-ifbs>. GBHWC requires all potential offerors register contact information with the agency to ensure they receive any notice regarding any changes or updates to the RFP. GBHWC will not be liable for failure to provide notice to any party who did not register contact information. The deadline for receipt of proposals is not later than 12:00 p.m., Friday, January 15, 2016, Chamorro Standard Time. All proposals must be submitted to the attention of the Director, Guam Behavioral Health and Wellness Center.

GBHWC shall have the right to reject all proposals or offers which have been submitted in response to this RFP, and/or cancel this RFP at any time, if the Director determines such to be in the interest of GBHWC and/or for whatever reason allowed by law and/or regulation, and/or for whatever reason whatsoever.


REY M. VEGA
Director

II. REQUEST FOR PROPOSALS INFORMATION

Issued By:

GUAM BEHAVIORAL HEALTH
AND WELLNESS CENTER

Proposal No.:

GBHWC RFP #09-2015

Location of Operations:

790 Governor Carlos G. Camacho Road
Tamuning, Guam 96913

Division of Agency:

CLINICAL SERVICES DIVISION
TITLE: Invitation to non-profit
organizations to apply for
PREVENTION EDUCATION AND
COMMUNITY EMPOWERMENT
(PEACE) PARTNERSHIPS FOR
SUCCESS funds to conduct the
Strategic Prevention
Framework Process

The Guam Behavioral Health and Wellness Center (GBHWC) serves as the single state agency authority for mental health and substance abuse prevention and treatment services for the U.S. Territory Government of Guam (P.L. 17-21). In line with this public policy of the Government of Guam, GBHWC encourages the development of public-private partnerships and collaboration in the development of school and community-based programs for mental health promotion, substance abuse prevention and early intervention services.

The Prevention and Training Branch of the Guam Behavioral Health and Wellness Center (GBHWC) applied for and received a 5-year Partnerships for Success (PFS) grant awarded by the US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) under Catalogue of Federal Domestic Assistance (CFDA) No.: 93.243 Number and hereafter called Federal Funds. All of the services described herein will involve the conducting of the 5-step Strategic Prevention Framework process through the PFS grant. The project periods, subject to the availability of funds, will be three successive years:

The first period will be from Effective Date to September 29, 2016

The second period will be from September 30, 2016 to September 29, 2017

The third period will be from September 30, 2017 to September 29, 2018.

Prospective offerors for PEACE PFS grant are required to meet the criteria set forth by SAMHSA (Section 516 Public Health Act).

These Federal Funds are being used to support the implementation of Guam's State Prevention Enhancement (SPE) Comprehensive Strategic Plan (2014-2018) in partnership with the Governor's PEACE Council, the Guam State Epidemiological

Outcomes Workgroup (SEOW), the Guam Non-Communicable Disease Consortium and PEACE PFS Non-Government Organizational (NGO) Sub-recipients.

GBHWC is inviting qualified non-profit organizations (school, faith, sports, cultural, village, community, civic-based or others) with a shared Vision for 2018: *An island community empowered and committed to making informed decisions towards a healthier (mental, physical, spiritual) future for ourselves and others on Guam*, to respond to this RFP to be sub-recipients of these Federal Funds to carry out the shared vision of Guam. Qualified non-profit organizations responding to this Request For Proposal will be called Offerors, offerors who are awarded funds as part of this Request for Proposals will be known as PEACE Partnerships for Success (PFS) Sub-recipients.

Offerors need to collaboratively and strategically build upon the PEACE Pillars for Success found in the SPE Comprehensive Strategic Plan:

- 1) *Youth empowerment*: engage and empower our youth: providing a safe and healthy future for our youth;
- 2) *Effective communication*: implement a social media and communications plan that is inclusive and culturally responsive;
- 3) *Strong leadership*: demonstrating strong leadership through integrity, transparency, and follow-through;
- 4) *Grassroots engagement*: foster community involvement through meaningful outreach, inclusion and engagement with all communities; and
- 5) *Safe and healthy environment*: securing a sustainable, healthy environment for Guam.

In order to address these Pillars, organizations are required to apply SAMHSA's Strategic Prevention Framework (SPF) 5-step processes within their organization, its members, and target population:

- 1) *Needs Assessment*: identify resources, needs, readiness and risk and protective factors to be addressed in the community.
- 2) *Capacity Building*: develop fiscal, human and organizational resources that will raise awareness on substance abuse and suicide prevention, increase community readiness and mobilization to address problems identified through the needs assessment.
- 3) *Planning*: develop a comprehensive strategic Community Action Plan that describes what specific problems have been prioritized and how they will be addressed.
- 4) *Implementation*: carry-out prevention interventions (programs, policies, and practices) that are comprehensive, data-driven and culturally and linguistically appropriate.
- 5) *Evaluation*: systematically collect and analyze information to monitor processes and evaluate interventions; to increase effectiveness, make informed decisions and sustain effective interventions and positive outcomes.

By utilizing this process, GBHWC's Prevention and Training Branch will achieve the PEACE PFS goals to:

- 1) Prevent alcohol consumption and consequences of underage drinking among 12–20 years old and reduce problem drinking among adults; and
- 2) Prevent or reduce youth and adult tobacco use, resulting in an increase in a healthier environment and chosen lifestyles, and a decrease in non-communicable diseases.

GBHWC is seeking to make multiple sub-recipient awards under this RFP, and due to the rolling nature of the federal grant program, may also at future dates announce future invitations to non-profit organizations to apply for PFS funds, dependent on the availability of funding.

RFP offerors will describe in their written proposal, their non-profit organization's vision, mission, and purpose; services/activities performed and population served; organization structure and membership; and current organizational partners and funders. Sub-recipients are expected to use the Strategic Prevention Framework Process to identify and select comprehensive, data-driven substance abuse prevention strategies to continue to:

1. Prevent alcohol and/or tobacco use and/or suicide in their targeted population;
2. Reduce problems or consequences associated with alcohol and/or tobacco use and/or suicide;
3. Strengthen their organizational prevention capacity/infrastructure; and
4. Leverage and/or align their organization's funding streams and resources for prevention.

Offerors are required to demonstrate familiarity with Guam's Epidemiological profile and Guam's SPE Comprehensive Strategic Plan (2014–2018) available online at http://peaceguam.org/Data/docs/statistics/Guam_Epi_Profile_2012_FINAL.pdf and http://peaceguam.org/Prevention/docs/SPF-SIG/PEACE_SPE5-YearComprehensiveStrategicPlan_FINAL.PDF which serve as the framework for determining Guam's strategic priorities for substance abuse, suicide prevention and early intervention, and mental health promotion.

III. BACKGROUND AND SERVICES REQUIRED

Substance abuse and suicide data presented in the Guam Epidemiological Profile (2012 Update) and highlighted in the Guam's SPE Comprehensive Strategic Plan (2014–2018) provide direction and justification for Guam's PEACE PFS goals. PEACE PFS Sub-recipients must adhere to the Strategic Prevention Framework (SPF) 5-step process.

As stated in the SPE Comprehensive Strategic Plan (2014–2018), Guam's stated mission for PEACE is *to establish and implement culturally appropriate and sustainable*

prevention and early intervention policies, programs, and practices that are responsive to the needs of the people of Guam and that are proven to effect positive behavioral health changes. RFP offerors are required to describe the following:

- 1) Organizational background, vision, mission, and purpose;
- 2) Services/activities performed, population it serves/reaches, structure and membership, resources, partnerships and collaborations;
- 3) Action Steps that detail the organization's goals, objectives, and PEACE Pillars for Success to be addressed;
- 4) Planning process for how the organization will conduct the Strategic Prevention Framework Process with their organization and the population they serve;
- 5) Adherence to the National Standards for Culturally and Linguistically Appropriate Services;
- 6) How the organization's activities will be sustained beyond the life of the PFS grant; and
- 7) Evaluation component with process and outcome measures to be tracked.

SCOPE OF WORK

The implementation of the scope of work and the Strategic Prevention Framework will occur in three (3) phases. For more information on the Strategic Prevention Framework process, please visit: <http://www.samhsa.gov/spf>.

*****NOTICE:** Offerors submitting proposals to this RFP must begin with either Phase 1 (Conducting of a Needs Assessment) or Phase 2 (Community Action Plan development) in order to be considered. In the event an offeror has already been awarded PFS funds for Phase 1, the offeror must begin with Phase 2 or their offer will be considered non-responsive to this RFP. GBHWC cannot provide duplicative awards to the same organization for the completion of the same deliverable. This RFP is not for offerors who have already received PEACE PFS funds for and accomplished both Phase 1 and Phase 2.

PHASE 1: This phase will include the Needs Assessment and Capacity Building steps of the Strategic Prevention Framework Process. At the completion of the tasks below, the offeror will be required to submit a PFS Needs Assessment Report. (Attachment A) Budget allocated for this phase is up to \$10,000. Tasks to be accomplished include:

- 1) Offerors are required to recruit and secure commitment from key members and stakeholders to actively participate in all aspects of the Strategic Prevention Framework Process.
- 2) Offerors will be asked to assess the substance use problem(s) in their target population to determine whether the organization will address youth and/or adult tobacco and/or alcohol use and/or suicide. Offerors will also be required to assess their organization's needs, resources, and readiness to address the problem(s).

- 3) Offerors are required to participate in Training and Technical Assistance events and activities as part of establishing a foundation of prevention knowledge, skills and competence as well as build prevention capacity and readiness among their organization's members, youth, family, and community partners. These trainings include but are not limited to:
 - Orientation to the 5-step SPF process (6 hours)
 - Community-Based Participatory Research (6 hours)
 - Culturally and Linguistically Appropriate Services (CLAS) (6 hours)
 - Program Evaluation (Process and Outcomes) (6 hours)
 - Gathering of Native Americans Curriculum/Group Facilitation (12 hours)
 - Substance Abuse Prevention Skills Training (SAPST) (32 hours)
 - Brief Tobacco Intervention Skills Training (6 hours)
 - safeTALK (Suicide Alertness for Everyone, Tell, Ask, Listen, KeepSafe) (4 hours)
 - ASIST (Applied Suicide Intervention Skills Training) (15 hours)
 - Monthly PFS Technical Assistance Meetings (1 hour twice a month)
- 4) Offerors are required to complete required PFS Sub-recipient invoices (Attachment B) and monthly written reports (Attachment C) documenting the PFS work accomplished as well as challenges and lessons learned.

In the proposal, offerors are required to describe the proposed process to undertake and activities to occur, in order to accomplish this first phase and complete the Needs Assessment Report deliverable. If the offeror has already accomplished this first phase, which is documented by a completed Needs Assessment Report, then the offeror may submit in their proposal the Needs Assessment Report and describe the process used and activities the organization conducted to complete the Needs Assessment Report.

PHASE 2: This phase will include continued Capacity Building and Planning steps of the Strategic Prevention Framework Process. At the completion of the tasks below, the offeror will be required to submit a PFS Community Action Plan. (Attachment D) Budget allocated for this phase is up to \$14,950. Tasks to be accomplished include:

- 1) Offerors are required to retain and/or strengthen commitment from key members and stakeholders to actively participate in all aspects of the Strategic Prevention Framework Process.
- 2) Based on the Needs Assessment results from Phase 1, the offeror will prioritize which substance use problem(s) to address – youth and/or adult tobacco and/or alcohol use or suicide. Offerors must then identify and prioritize the risk and protective factor(s) found in their population that contributes to this problem(s). Offerors will then engage key members and stakeholders to gather community input in the selection of prevention strategies that will address its selected problem(s) and risk/protective factor(s).

- 3) Offerors will be required to continue to participate in Training and Technical Assistance events and activities as part of establishing a foundation of prevention knowledge, skills and competence as well as build prevention capacity and readiness. Offerors will be required to increase their organization members, youth, family, and community partners' capacity in prevention by ensuring that those who have not already done so, participate in the required trainings. These trainings include but are not limited to:
 - Orientation to the 5-step SPF process (6 hours)
 - Culturally and Linguistically Appropriate Services (CLAS) (6 hours)
 - Program Evaluation (Process and Outcomes) (6 hours)
 - Data Collection, Management and Analysis (32 hours)
 - Gathering of Native Americans Curriculum/Group Facilitation (12 hours)
 - Substance Abuse Prevention Skills Training (SAPST) (32 hours)
 - Tobacco Brief Interventions Skills Training (6 hours)
 - safeTALK (Suicide Alertness for Everyone, Tell, Ask, Listen, KeepSafe) (4 hours)
 - ASIST (Applied Suicide Intervention Skills Training) (15 hours)
 - Grant Writing (16 Hours)
 - Strategic Communication Strategies (16 Hours)
 - Monthly PFS Technical Assistance Meetings (1 hour twice a month)
- 4) Offerors are required to complete required PFS Sub-recipient invoices and bi-monthly written reports (Attachment E) documenting the PFS work accomplished as well as challenges and lessons learned.

In their proposal, offerors are required to describe the proposed process to undertake and activities to occur, in order to accomplish this second phase and complete the Community Action Plan deliverable.

Phase 3: This phase will include continued Capacity Building and Implementation and Evaluation steps of the Strategic Prevention Framework Process. This third phase is expected to occur after the completion of the Community Action Plan until the end of the grant period. A budget for this third phase is not required to be submitted with the offeror's proposal for this RFP as the budget will be determined by the organization's Community Action Plan. The budget for Phase 3 will be developed and negotiated after the completion of the organization's Community Action Plan and will be based on the cost associated with the implementation of the Plan. Tasks to be accomplished in Phase 3 include:

- 1) Implement their strategies identified in the organization's Community Action Plan, and with guidance from the PEACE PFS Evaluator and Staff, evaluate activities that capture process and outcomes measures to be tracked.
- 2) Continue to participate in training and technical assistance activities to strengthen the organization and community's prevention capacity and readiness to implement prevention interventions and sustain positive outcomes.

- 3) Complete and submit bi-monthly and year-end reports to GBWHC documenting the PFS work accomplished as well as challenges and lessons learned in Phase 3.

In their proposal, offerors are required to state their commitment in continuing and ability to engage organizational members, stakeholders, partners, and target population in the implementation of their prevention strategies in order to sustain positive outcomes obtained through the Strategic Prevention Framework process.

Throughout all phases, offerors will work in collaboration with the PEACE PFS Staff, Evaluator and SEOW Lead to collect and report process and outcome data measures, using GBWHC prescribed reporting templates and timelines, and report on required National Outcome Measures (which can be found at: <http://www.samhsa.gov/grants/gpra-measurement-tools/csap-gpra>) and PFS National Cross-Site Evaluation (which can be found at: <https://pep-c.rti.org/HERO/KB/PEP-C-KB/Default.htm#Overview> [Topics/Community-Level Instrument-Revised Overview.htm%3FTocPath%3DPartnerships%2520for%2520Success%2520\(PFS\)%7CCommunity-Level%2520Instrument-Revised%2520\(CLI-R\)%7C_____0](https://pep-c.rti.org/HERO/KB/PEP-C-KB/Default.htm#Overview)).

In the budgets to be developed, offerors may not use these Federal Funds to:

- Pay for any lease beyond the project period.
- Provide services to incarcerated populations.
- Pay for the purchase or construction of any building or structure.
- Provide residential or outpatient treatment services when the facility has not yet been acquired.
- Pay for housing other than residential mental health and/or substance abuse treatment.
- Provide inpatient treatment or hospital-based detoxification services.
- Only allowable costs associated with the use of Federal Funds are permitted to fund evidence-based practices.
- Make direct payments (monetary payments such as cash or check) to individual to induce them to enter prevention or treatment services.
- Make direct payments (monetary payments such as cash or check) to individual to encourage attendance and/or attainment of prevention or treatment goals.
- Meals are generally unallowable.
- Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug.
- Pay for pharmacologies for HIV antiretroviral therapy, sexually transmitted diseases/sexually transmitted illnesses, TB, and hepatitis B and C, or for psychotropic drugs.

CONTRACTOR QUALIFICATIONS

GBHWC requires respondents to be legally licensed and/or registered with the Guam Department of Revenue and Taxation to do business on Guam as a non-profit organization.

Additionally, GBHWC requires respondents to present satisfactory evidence that he or she has sufficient experience and is fully qualified. Offerors must be able to demonstrate the following:

- a. How the organization's vision, mission, purpose aligns with the SPE Comprehensive Strategic Plan (2014–2018) and the PEACE Pillars for Success.
- b. How the population that the organization serves, its structure and membership, resources, partnerships and collaborations fit into PEACE's vision.
- c. Ability to reach the target population and engage them in the Strategic Prevention Framework process.
- d. Ability and capacity to mobilize staff, volunteers, partners and other community stakeholders to address the PEACE PFS priorities and engage in the Strategic Prevention Framework Process.
- e. Organization's commitment to gain prevention knowledge, skills, competence and readiness among staff, community volunteers, and other stakeholders in prevention related topics.

Offeror must submit no less than two (2) letters of support from key community organizations whom the Proposer intends to involve in the Strategic Prevention Framework Process and who state their commitment (in relation to personnel time, cost-sharing and/or other resources).

CONTRACT, DURATION, COMPENSATION, RELEASE OF CLAIMS

Type of Contract

The contract that results from this solicitation will be a multi-year contract cost reimbursement contract in keeping with the terms of the federal grant.

Duration of Contract or Term of Service

(A) Initial Term. The initial term of the contract shall begin upon the date that the Governor approves the contract, as signified by his execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government will issue a notice to proceed, or notify the PEACE PFS Sub-recipient in some other manner that services are to begin. The initial term of the contract shall be from the date of the Governor's signature until September 30, 2016.

(B) Renewal Term. At the option of the government, the contract may be renewed for up to three (3) additional (1) year periods (each being a "Renewal Term") subject to the availability of funds and satisfactory performance. Upon expiration of the Renewal Term(s), this contract shall expire, unless sooner terminated.

(C) Monthly Extension Periods. At the option of the government, the contract may be extended after the Renewal Term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the Renewal Term(s), provided that in no event may the parties agree to more than six (6) Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the parties only if the government is unable to continue the services under a new contract after a new solicitation and procurement is undertaken by the government.

Multiple Term Contract Multiple Certification of Funds

The Initial Term and any subsequent term(s) of this contract are subject to the availability of funds. The funds for the first twelve (12) months (or pro-rated fiscal year if applicable) of the Initial Term of the contract are certified as part of the execution of the contract. In the event that funds are not allocated, appropriated or otherwise made available to support continuation of performance in any period of time after the first twelve (12) months (or pro-rata fiscal year if applicable) the contract shall be cancelled; however, this does not affect either GBHWC's rights or the vendor's rights under any termination clause of the contract. GBHWC shall notify the PEACE PFS Sub-recipient on a timely basis in writing that funds are, or are not, available for the continuation of the contract for each succeeding period. In the event of cancellation of this multi-term contract as provided above the vendor will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

There may be multiple certifications of funds by GBHWC during any term of the contract.

Compensation

The PEACE PFS Sub-recipient shall be compensated monthly upon the clearance of monthly invoices by GBHWC.

(A) Invoices. In any reporting month there exists a discrepancy in the statistical, narrative or financial reports submitted by the PEACE PFS Sub-recipient to GBHWC, ten percent (10%) of the invoice amount after applying any penalties or disallowed costs, shall be withheld until the discrepancy has been resolved to the satisfaction of GBHWC.

(B) Final Payment and Release of Claims. Final payment shall be made upon satisfactory delivery and acceptance of all services herein specified and performed. Prior to final payment and as a condition precedent thereto, the PEACE PFS Sub-recipient shall execute and deliver to GBHWC a release, in the form provided by GBHWC of claims against GBHWC and the government of Guam arising under and by virtue of the contract.

Independent Contractor Status

The potential offeror understands that its relationship with the GBHWC is as an independent contractor and not as an employee of the GBHWC. No employee benefits such as insurance coverage, participation in the government retirement system, or accumulation of vacation or sick leave shall accrue to the potential offeror or its individual employees, if any. No type of tax will be withheld from payments made to the awarded potential offeror.

Confidential/Proprietary Information

Any restrictions of the use or inspection of material within the proposal shall be clearly stated in the proposal itself. The offeror must state specifically which elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identifiable, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. If a proposal contains confidential information, a redacted copy of the proposal must also be submitted. **Any proposal copyrighted or marked as confidential and proprietary in its entirety shall be deemed materially non-responsive to the RFP, and may be rejected by the GBHWC as being non-compliant/non-responsive with the RFP.** Any information that will be included in any resulting contract cannot be considered confidential. The GBHWC will make a written determination as to the apparent validity of any request for confidentiality. In the event the GBHWC does not concur with the Offeror's request for confidentiality, the written determination will be sent to the offeror.

IV. PROPOSAL PROVISIONS

GENERAL INTENTION

GBHWC is requesting the contractual services from non-profit organizations (school, faith, sports, cultural, village, community, civic-based or others) legally licensed and/or registered with the Guam Department of Revenue and Taxation to do business on Guam. Eligible offerors must possess the qualifications stated under Section III. Contractor Qualifications.

DESCRIPTION OF THE WORK INVOLVED

A preliminary scope of work, which describes the tasks to be accomplished, is contained in Section III. Upon final selection of a proposal, the scope of services may be modified and refined during coordination and negotiation meetings with GBHWC.

Offerors shall ensure that no prevention messages, curricula, programs, strategies, materials, speakers, presentations, sponsorships and/or contracts with

entities associated with or receiving funds from tobacco and/or alcohol industries are utilized. Offerors will also ensure that these industries are not partnered with in the planning process, delivery and evaluation of prevention services. Approval from GBHWC must be obtained for any and all questionable situations. In addition, offerors agree not to partner or receive funds or materials from said industries.

AUTHORITY FOR PROCUREMENT

All agencies of the Government of Guam are required to follow the Guam Procurement Law when spending public funds. The Guam Procurement Law is codified at Title 5, chapter 5 GCA, and the Guam Procurement Regulations are codified at Title 2, Division of the Guam Administrative Rules and Regulations ("GAR"). The foregoing statutes and regulations are available online at <http://www.guamcourts.org/CompilerofLaws/GCA/05gca/5gc005.PDF>.

RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS

The Offeror who is awarded the contract warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the contractor while on government of Guam property, with the exception of public highways. If any employee of the Contractor is providing services on government property and is convicted subsequent to an award of a contract, then the Contractor warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the Contractor is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the Contractor to take corrective action. The Contractor shall take corrective action within twenty-four (24) hours of notice from the Government, and the Contractor shall notify the Government when action has been taken. If the Contractor fails to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

RECEIPT OF PROPOSALS

The deadline for receipt of proposals by GBHWC is not later than **12:00 p.m., Friday, January 15, 2016**, Guam Standard Time. All proposals must be submitted to the attention of the Director, Guam Behavioral Health and Wellness Center:

Mailing & Delivery Address:
Guam Behavioral Health and Wellness Center

Attn.: Rey M. Vega, Director
790 Governor Carlos G. Camacho Road
Tamuning, Guam 96913

Envelopes containing Proposals shall be sealed and marked on the face with the name and address of the Offeror, the RFP number that the Proposal is being submitted for, and the time and date of submission. Telegraphic Proposals will not be considered, nor modification by telegraph of Proposals already submitted. Proposals may be hand carried and received at GBHWC, Office of the Director, on or before the deadline date and time. Proposals received through the mail will not be accepted if such mail is received at the address shown after the submission date and time. Under no circumstances will GBHWC accept a late Proposal. Late submission of proposal is considered non-responsive and will be rejected.

A Budget Proposal for Phase 1 and/or Phase 2 must be submitted in a separate envelope, which shall be sealed and marked on the face with the name and address of the Offeror, the Proposal number and the time and date of submission (GAR 3114). A budget proposal (refer to budget proposal template attached) must describe justifiable expenditures that will support the accomplishment of the objectives of Guam's PEACE PFS project and the work described in the Scope of Work (Phase 1 and/or Phase 2).

The two (2) envelopes must be submitted at the same time and place, together.

PRE-PROPOSAL CONFERENCES

There currently is not a Pre-Proposal Conference scheduled or planned for this RFP. In the event a Pre-Proposal Conference is scheduled, it will be conducted only to explain the procurement requirements for this Request for Proposal. GBHWC will notify all offerors of any substantive clarification provided in response to any inquiry. GBHWC will extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.

PROPOSALS

The Offeror is required to read each and every page of the Proposal and by the act of submitting a Proposal shall be deemed to have accepted all conditions contained therein except as noted elsewhere. 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 in ink or typewritten and signed in ink. Erasures or other changes in a Proposal must be explained or noted over the signature of the Offeror. Erasures, strikeouts, or other types of changes that are evident on their face made to a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the Proposal or irregularities of any kind shall be rejected by GBHWC as being incomplete.

FORM OF PROPOSAL

All submitted proposals must be typewritten. It may include a listing of current and former community-based projects and descriptions of the type of work performed or being performed. At a minimum, if the Proposer is an individual, the Proposal should include a complete resume of the individual. If the Proposer is an organization, the Proposal should include its principal's resume.

CONTENTS OF THE PROPOSAL

The Offeror's response to the items mentioned in Section III for Scope of Work shall be considered the Offeror's proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to fulfill the requirements of the proposal. Offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential. In order to ensure a uniform review process and to obtain the maximum degree of comparability, **each submitted proposal shall utilize and complete (when applicable) the attached Proposal Template Form, which contains:**

1. **Title Page:**
 - a. Name of the offeror
 - b. Location of the offeror's principal place of business
 - c. Telephone and facsimile numbers and e-mail address
2. **Table of Contents**
3. **Designations of Contact Person:** his/her title, mailing address and contact numbers, including email address, if different from the offeror's. The designated person must be able to answer any questions regarding the offeror's proposal and must be able to negotiate the fee and other contract terms
4. **Business License:**
 - a. License or registration as non-profit organization with the Guam Department of Revenue and Taxation
 - b. Federal employer identification number (EIN), or tax identification number (TIN)
5. **Statement of understanding and willingness:**
 - a. A statement of understanding of the work to be accomplished as specified in Section III Scope of Services, and
 - b. A statement of positive commitment and willingness to perform the services.

6. Background Summary:

- a. Describe how the organization's vision, mission, purpose aligns with the SPE Comprehensive Strategic Plan (2014–2018) and the PEACE Pillars for Success.
- b. Describe how the population that the organization serves, its structure and membership, resources, partnerships and collaborations fit into PEACE's vision.

7. Skills, Experience and Service Delivery:

- a. Describe the organization's ability to reach the target population and engage them in the Strategic Prevention Framework process.
- b. Describe the organization's ability and capacity to mobilize staff, volunteers, partners and other community stakeholders to address the PEACE PFS priorities and engage in the Strategic Prevention Framework Process.
- c. Describe the organization's commitment to gain prevention knowledge, skills, competence and readiness among staff, community volunteers, and other stakeholders in prevention related topics.
- d. Describe how the organization proposes to accomplish the tasks described in Phase 1 and listed below. If the offeror has already accomplished Phase 1, which is documented by a completed Needs Assessment Report, then the offeror may submit in their proposal the Needs Assessment Report (as an attachment) and describe the process used and activities the organization conducted to complete their needs assessment. These tasks include:
 - Recruiting and securing commitment from key members and stakeholders to actively participate in all aspects of the Strategic Prevention Framework Process.
 - Assessing the substance use problem(s) in their target population as well as assessing their organization's needs, resources, and readiness to address the problem(s).
 - Participating in Training and Technical Assistance events and activities as well as build prevention capacity and readiness among their organization's members, youth, family, and community partners
- e. Describe how the organization proposes to accomplish the tasks, inclusive of activities to occur, described in Phase 2. These tasks include:
 - Retaining and/or strengthening commitment from key members and stakeholders to actively participate in all aspects of the Strategic Prevention Framework Process.
 - Prioritizing which substance use problem(s) to address; identifying and prioritizing the risk and protective factor(s) found in their population that contributes to this problem(s); and selecting prevention strategies that will address its selected problem(s) and risk/protective factor(s).
 - Continuing to participate in Training and Technical Assistance events and activities to increase their organization members, youth, family, and community partners' capacity in prevention.

- f. Statement of commitment to engage organizational members, stakeholders, partners, and target population in sustaining positive outcomes obtained through the Strategic Prevention Framework process.
 - g. Schedule of Activities and Timeline for Phase 1 and/or Phase 2 (**utilize and complete the attached Schedule of Activities – Timeline Template Form**).
- 8. **Project Personnel and Community Partners:**
 - a. Project Leader's background (education and specialized training), skills (abilities and qualifications) and community development work experience with similar projects;
 - b. Staff Position Titles/Description of work responsibilities;
 - c. Project Staffs' Resumes (for already identified staff); and
 - d. Community Partners – organizations/volunteers.
- 9. **Letters of Support, Awards and Certificates** that demonstrate confidence in the Offeror's work and experience:
 - a. At least two (2) letters of support from key community members and/or organizations whom the Proposer intends to involve in the Strategic Prevention Framework Process and who state their commitment (in relation to personnel time, finances and/or other resources) and active participation in reaching out to the target population.
- 10. **Reporting System:**
 - a. Statement of commitment to abide by the tracking of measures and indicators as required by PEACE PFS, Evaluator, SEOW lead, and PFS Cross-site Evaluation Team; and
 - b. Tracking of financial activities for completion of services contained in Section III. Describe here how the organization will track financial activities related to the completion of services
- 11. Disclosure Affidavit
- 12. Non-Collusion Affidavit
- 13. No Gratuities or Kickbacks Affidavit
- 14. Ethical Standards Affidavit
- 15. Declaration re Compliance with U.S. DOL Wage Determination (Including US DOL Wage Determination attachment from page 38 to 47)
- 16. Affidavit re Contingent Fees
- 17. Civil Rights Requirements

18. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
19. Limited English Proficiency Certification
20. Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170
21. Certification Regarding Environmental Tobacco Smoke
22. Compliance with Federal Financial Accountability Transparency Act
23. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
24. Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et. al.
25. GBHWC Government of Guam – Additional Contractual Terms and Conditions – Cost Reimbursement Contracts
26. Federal Grant Fund Certifications and Assurances
27. GBHWC Proposal Signature
28. GBHWC Submission of Licenses

CONTENTS OF THE BUDGET PROPOSAL

The offeror's budget proposal shall be submitted for Phase 1 (up to \$10,000) and/or Phase 2 (up to \$14,950) with justifiable expenditures that will support the accomplishment of the objectives of Guam's PEACE PFS project and the work described in the Scope of Work. **Each submitted budget proposal shall utilize and complete the attached Budget Proposal Template Form, which contains:**

- a. Name of the offeror
- b. Table with budget line items for Phase 1 and/or Phase 2
- c. Budget narrative with justifiable expenditures that will support the accomplishment of the objectives of Guam's PEACE PFS project and the work described in the Scope of Work

A Budget Proposal must be submitted in a separate envelope, which shall be sealed and marked on the face with the name and address of the offeror, the RFP

number the Proposal is being submitted for, and the time and date of submission (GAR 3114).

DISCLOSURE AFFIDAVIT

Pursuant to P.L. 18-44 and in compliance with Guam Code Annotate, Chapter 5, Article 3 §5233 proposer must submit an affidavit executed under oath that lists the name of any persons who has held more than ten percent (10%) of the outstanding interest or shares in the partnership or corporation at any time during the twelve (12) month period immediately preceding submission of the proposal and shall contain the number of shares or the percentage of all assets of such partnership or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received and is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal and shall also contain the amounts of any such commission, gratuity or other compensation.

NON-COLLUSION AFFIDAVIT

Each person submitting a Proposal for any portion of the work covered by the proposing documents shall execute an affidavit, in the form provided with the Proposal, and to the effect that he has not colluded with any other person, firm or corporation in regard to any Proposal submitted. Such affidavit shall be attached to the Proposal.

AFFIDAVIT RE NO GRATUITIES AND KICKBACKS

Each person submitting a Proposal for any portion of the work covered by the proposing documents shall execute an Affidavit Re No Gratuities and Kickbacks. The offeror represents that it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows:

It is a breach of ethical standards for any persons to offer, give or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept or agree to accept from another person, a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further it shall be a breach of ethical standards for any

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

AFFIDAVIT RE ETHICAL STANDARDS

Each person submitting a Proposal for any portion of the work covered by the proposing documents shall execute an Affidavit re Ethical Standards. The offeror represent that it has not knowingly influenced and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam Procurement Code or regulations pertaining to ethics in public contracting.

WAGE AND BENEFITS DETERMINATION

Pursuant to 5GCA, §5211(b), Invitation for Bids, an invitation for Bids shall be issued and shall include a purchase description, a recitation of the Wage Determination most recently issued by the U.S. Department of Labor, and all contractual terms and conditions applicable to the procurement including, a demonstration of compliance with §§ 5801 and 5802, 5GCA, Ch. 5, Guam Procurement Law, if applicable.

COVENANT AGAINST CONTINGENT FEES

The offeror warrants that (s)he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give GBHWC the right to terminate the selected proposer or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by proposers upon contracts or sales secure or made through bona fide established commercial or selling agencies maintained by the proposers for the propose of securing business.

LIABILITY FOR COSTS TO PREPARE PROPOSAL

GBHWC is not liable for any costs incurred by any offeror in connection with the preparation of its proposal. By submitting a proposal, the offeror expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its proposal.

COMPETENCY OF PROPOSERS

Proposal will be considered only from such Offerors who, in the opinion of GBHWC, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

FORM OF SUBMITTAL

All proposals must be submitted in writing in the English language. One (1) original and three (3) sets copies are required. The name and contact numbers for the principal point of contact regarding the proposal shall be specified. Copies of company brochures or other information that will assist GBHWC in the selection process can be submitted.

PROPOSAL ENVELOPE

Proposal envelope shall be sealed and marked with the Request for Proposal Number, Proposer Name, Proposal opening Date and Time, and Place of Proposal opening.

OPENING OF PROPOSALS

Proposals may be opened publicly, and in the presence of two (2) or more procurement officials. Proposals and modifications shall be time stamped upon receipt and held in a secured place until the established due date. After the date established for receipt of Proposals, a Register of Proposals shall be prepared which shall include for all Proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the service item offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to personnel having a legitimate interest in them.

MULTIPLE OR ALTERNATE BIDS OR PROPOSALS

Multiple or alternate bids or proposals shall not be accepted, and shall be rejected.

If a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid or proposal submitted by the bidder or offeror [2 GAR, Div. 4 §§ 3102(d)].

REJECTION

GBHWC shall have the prerogative to reject Proposals in whole or in part if a determination is made such in the public interest as provided in the procurement law and rules and regulations.

DETERMINATION OF RESPONSIBILITY OF OFFERORS

GBHWC reserves the right to secure from the Offeror information necessary to determine whether or not they are responsible and to determine the responsibility in accordance with "Standard for Determination of the Most Qualified Offeror" section of the General Terms and Conditions.

EVALUATION CRITERIA FOR SELECTION

After official receipt and determination of acceptability of all proposals, a selection team will be convened to evaluate the most responsive and responsible proposals. Each proposal will be evaluated according to the following evaluation factors and their relative importance designed by a number of points totaling 100.

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| a. The completeness of the proposal for performing the required services and the thoroughness of the proposal that the Offeror will undertake to accomplish the project, tasks, objectives, and deliverables described in the Scope of Work. | 30 Points |
| b. The qualifications and ability to perform the Scope of Work as reflected by the organization's vision/mission/purpose; capacity to mobilize members/stakeholders; commitment to gain prevention knowledge; the demonstrated support and commitment by key community leaders and other prevention stakeholders. | 30 Points |
| c. How the population that the offeror serves, the organization's structure and membership, partnerships and collaborations fit into PEACE's vision and the SPE Comprehensive Strategic Plan; as well as the offeror's ability to reach the targeted population and engage them in the Strategic Prevention Framework process. | 20 Points |
| d. The organization's capacity (personnel, software tools, or equipment) to perform the services. | 10 Points |
| e. Schedule of activities and timelines. | 10 Points |

Total	<hr/> 100 Points
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GBHWC will be guided by the following in determining most qualified offerors:

1. Capacity to meet the specifications of the Request for Proposal (RFP);
2. The ability, capacity, and skills of the proposed project team and/or organization to perform the work (work performed is not required to be under the offeror);
3. Whether the offeror can perform promptly or within the specified time;
4. The character, integrity, reputation, judgment experience, and efficiency of the Project Leader and staff identified in the proposal;
5. The quality of performance with regards to work performed by the proposal (work performed is not required to be under the offeror);
6. The previous and existing compliance by the offeror with laws and regulations relative to procurement;
7. The sufficiency of available resources and ability of the offeror to perform;
8. If requested, the offeror must meet all American with Disabilities Act and CLAS (Culturally and Linguistically Appropriate Services) regulations and requirements.

RANKING OF OFFERORS AND DETERMINATION OF BEST QUALIFIED OFFEROR

Upon conclusion of the evaluations, the Evaluation Committee will tabulate the points assigned by the Evaluation Committee, and rank the offerors from the highest number of points received to the lowest number. The maximum point an offeror may receive from a single evaluator is 100 points. The minimum points considered acceptable is 70, but the Director of GBHWC has the discretion to lower the threshold if none of the offerors receive more than 70 points, or if the number of offerors responding to this Request for Proposals is less than three. The highest ranked offeror is considered the best qualified.

In case of a two-way tie, the Director of GBHWC has the discretion to decide which of the two tied offerors is better qualified. In the case of a three-way tie, or more, the Director of GBHWC has the discretion to decide the ranking of those tied.

However, this section and ranking only have relevance if there are two or more offerors offering the exact or nearly the same services, and only one service provider will be selected. The government expects that none of the services offered will be the same, and that, therefore, the assignment of points during evaluation will be irrelevant except to the extent of determining acceptability of the proposal based on a minimum threshold number.

NEGOTIATIONS WITH BEST QUALIFIED OFFERORS

This section regarding ranking is applicable only if among the proposals received, more than one offeror has proposed exactly or nearly the same services.

Negotiations for rates and other terms of a contract will begin with the highest ranked offeror with the opening of the sealed envelope containing the Offeror's rate schedule/proposed budget. The Director of GBHWC his designee or designees may conduct the negotiations. If an agreement can be reached as to a fair and reasonable rate, and as to any other contract terms which require negotiation, then GBHWC shall send the best qualified offeror a Notice of Intent to Award in electronic form or by facsimile, and a contract will be prepared for signatures by the parties.

If negotiations with the highest ranked offeror fail, the GBHWC shall notify such offeror of the termination of negotiations in writing within one week of such failure, either in electronic form or by facsimile. Upon delivery of Notice of Termination of Negotiations, the GBHWC may begin negotiations with the second highest ranked offeror. If negotiations again fail, the same procedure shall be used until negotiations are successful and a contract results. As used herein the term "award" refers to an actual contract signed by all the required parties as required by law.

Notwithstanding any of the foregoing, the GBHWC reserves the right to award contracts for each or any number or combination of the services for which a proposal is submitted.

If more than one contract will be awarded, then negotiations with those offerors to be awarded may be conducted simultaneously.

MODIFICATION / ALTERATION

After the receipt and opening of Proposals and at its option, GBHWC may conduct discussions with responsible Offerors who have submitted Proposals reasonably susceptible of being selected for awards with the purpose of clarification to assure full understanding and responsiveness to the solicitation requirement. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to Proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, bear in mind that Proposals should be submitted initially on the most favorable terms. In conducting discussions there shall be no disclosure of any information derived from Proposals submitted by competing Proposers.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn upon written request by the offeror prior to the conclusion of discussion with the offeror after selection and prior to award.

AMENDMENTS TO REQUEST FOR PROPOSAL

The right is reserved as the interest of the Guam Behavioral Health and Wellness Center may require, to revise, or amend, the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals and shall be identified as such and shall require that Offerors acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the Request for Proposal it amends. Amendments shall be sent to all prospective proposers known to have received a Request for Proposal. Amendments shall be distributed within a reasonable time to allow prospective Offerors to consider in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by email, facsimile, or telephone and confirmed in the amendment.

EXPLANATION TO OFFERORS

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the Proposal. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to the GBHWC Director. **Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specification/scope of work,** which will be forwarded to all registered, potential offerors, and its receipt by the potential offeror should be acknowledged on the proposal form.

OWNERSHIP OF PROPOSAL

The GBHWC has the right to retain the original proposal and other RFP response materials for our files. As such, the GBHWC may retain or dispose of copies as is lawfully deems appropriate. Proposal materials of the successful potential offeror may be reviewed by any person after the award is made. The GBHWC has the right to use any or all information/material presented in reply to the RFP, subject to the limitation outlined in the clause, Proprietary/Confidential Information. Offeror expressly agrees that the GBHWC may use the materials, and any and all ideas and adaptations of ideas contained in any proposal received in response to this solicitation for all lawful Government of Guam purposes, including but not limited to the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance to the provisions of Guam laws and regulations. Selection or rejection of the offer will not affect this right.

METHOD OF AWARD

The right is reserved as the interest of the Guam Behavioral Health and Wellness Center may require to waive any minor information or irregularity in Proposals received. GBHWC shall have the prerogative to award, amend, or reject Proposals in whole or in part. It is the policy of GBHWC to award Proposal to offerors duly authorized and licensed to conduct business in Guam.

NEGOTIATION AND AWARD OF CONTRACT

GBHWC shall negotiate a contract with the most responsive and best-qualified Offeror(s) for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: 1) making certain that the Offeror(s) has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; 2) determining that the Offeror(s) has the necessary qualifications and work experience to perform the services within the required time; and 3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

SUCCESSFUL NEGOTIATION OF CONTRACT WITH BEST-QUALIFIED OFFEROR(S)

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror(s), the contract will be awarded to that Offeror(s).

FAILURE TO NEGOTIATE CONTRACT WITH BEST-QUALIFIED OFFEROR(S)

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror(s), a written record stating the reasons therefore shall be placed in the file and GBHWC will advise such Offeror(s) of the termination of negotiations which shall be confirmed by written notice within three (3) days. Upon failure to negotiate a contract with the best-qualified Offeror(s), GBHWC will enter into negotiations with the next most qualified offeror(s). If negotiations again fail, negotiations will be terminated as provided in this Section and commence with the next qualified offeror(s).

FAILURE TO NEGOTIATE CONTRACT WITH OFFERORS INITIALLY SELECTED AS BEST QUALIFIED

Should GBHWC be unable to negotiate a contract with any of the Offerors initially selected as the best qualified offerors, offers may be re-solicited or additional offerors may be selected based on original, acceptable submissions in the order of

their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

CANCELLATION OF RFP

This RFP may be cancelled, or all proposals may be rejected, when written determination that doing so is in the best interest of the Government, and a contract has not been fully executed, nor a notice to proceed been delivered to awarded offeror. In the event of cancellation or rejection of all proposals, proposals that have been unsealed shall remain the property of the Government and not returned to respective offerors. A proposal that has not been unsealed (such as a late proposal) will be returned to the offeror.

JUSTIFICATION OF DELAY

The offeror who is awarded the Proposal guarantees that the service will be completed within the agreed upon completion date. If, however, the awardee cannot comply with the completion requirement, it is the proposer's responsibility to advise the Guam Behavioral Health and Wellness Center in writing explaining the cause and reasons of the delay.

COMPLIANCE WITH ADA

If requested, this offeror must meet all requirements of the American with Disabilities Act.

LICENSING

An Offeror who has not complied with the Guam Licensing Law requirements is cautioned that GBHWC will not consider for award any Proposal Offer submitted. Specific information on licenses may be obtained from the Director of the Department of Revenue and Taxation, by telephone at (671) 635-1828 or by mail at P.O. Box 23607 GMF, Barrigada, Guam 96921 or online at: <https://www.guamtax.com/>.

GUAM INCOME TAXES

If any work is to be performed on Guam, then the offeror may be subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on Guam taxes may be obtained from the Director of the Department of Revenue and Taxation, by telephone at (671) 635-1840~42 or by mail at P.O. Box 23607 GMF, Barrigada, Guam 96921 or online at: <https://www.guamtax.com/>.

EQUAL EMPLOYMENT OPPORTUNITY

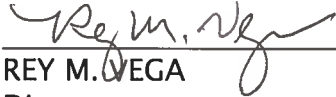
Section 3.01(1) of the Presidential Executive Order No. 10935 dated March 7, 1965, requires the offeror(s) not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The offeror(s) will take affirmative action to insure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin.

ASSIGNMENT

Assignment will not be accepted without prior approval from GBHWC. Request for approval of assignment must be made with submission of Proposal. No assignment will be accepted if request is not made with the Proposal.

QUESTIONS REGARDING THE REQUEST FOR PROPOSAL

Questions regarding the RFP should be written and addressed to REY M. VEGA and submitted by fax at (671) 649-6948. Deadline to submit questions regarding this RFP is 12:00pm on Wednesday, January 6, 2016.


REY M. VEGA
Director

LIST OF FORMS TO BE COMPLETED:

- a. Disclosure Affidavit, Section V
- b. Non-Collusion Affidavit, Section VI
- c. No Gratuities or Kickbacks Affidavit, Section VII
- d. Ethical Standards Affidavit, Section VIII
- e. Declaration re Compliance with U.S. DOL Wage Determination (Including US DOL Wage Determination Attachment from page 38 to 47), Section IX
- f. Affidavit re Contingent Fees, Section X
- g. Civil Rights Requirements, Section XI
- h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Section XII
- i. Limited English Proficiency Certification, Section XIII
- j. Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170, Section XIV
- k. Certification Regarding Environmental Tobacco Smoke, Section XV
- l. Compliance with Federal Financial Accountability Transparency Act, Section XVI
- m. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section XVII
- n. Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et. al., Section XVIII
- o. GBHWC Government of Guam – Additional Contractual Terms and Conditions – Cost Reimbursement Contracts, Section XIX
- p. Federal Grant Fund Certifications and Assurances, Section XX
- q. GBHWC Proposal Signature, Section XXI
- r. GBHWC Submission of Licenses, Section XXII

VI. NON-COLLUSION AFFIDAVIT

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC
My commission expires _____, _____.

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

VII. NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

VIII. ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

Signature of one of the following:

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

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC
My commission expires _____, _____.

IX. DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

CITY OF _____)
) ss.
ISLAND OF GUAM)

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

WD 05-2147 (Rev.-18) was first posted on www.wdol.gov on 07/14/2015

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.: 2005-2147
Revision No.: 18
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

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

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

01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81

12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67

23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90

27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.74
30621 - Weather Observer, Senior	(see 2) 23.00

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to 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.

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

X. AFFIDAVIT re CONTINGENT FEES

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC
My commission expires _____, ____.

XI. CIVIL RIGHTS REQUIREMENTS

Guam Behavior Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds

Civil Rights Requirements

Sub-Recipient/Sub-Grantee

Civil Rights Contact Person:

Title/Address:

Telephone Number:

Number of persons employed by the organizational unit:

This form shall be submitted in the Proposal Envelope.

XII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION: _____

Project Name: _____

Project Number: _____

Data Universal Numbering System (DUNS) Number: ____ _

Principal Contact: _____
Firm Name / Contact Name / Title

Firm Address/ Phone Number/ Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Service Provider-

- (1) The undersigned certifies, by submission of this proposal, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the undersigned is unable to certify to any of the statements in this certification, such Sub-Recipient/Sub-Grantee offeror shall attach an explanation to this proposal'.

*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.

Signature/Authorized Certifying Official

Typed Name and Title

Prospective Contractor/Organization

Date Signed

Contractor License No. (if any)

XIII. LIMITED ENGLISH PROFICIENCY CERTIFICATION

Guam Behavior Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds

Limited English Proficiency Certification

I certify that Limited English Proficiency persons have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

SUBMITTED BY:

Signature:	Date:
Name:	Title:
Agency:	

This form shall be submitted in the Proposal Envelope

XIV. ASSURANCE OF COMPLIANCE WITH SAMHSA CHARITABLE CHOICE STATUTES AND REGULATIONS SMA 170

Guam Behavior Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds

Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170

Sub-Recipient/Sub-Grantee by signing certify that they will comply as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Services Act (42 U.S.C. §§290kk, et. seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

APPLICANT ORGANIZATION :

SUBMITTED BY:

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Organization:

This form shall be submitted in the Proposal Envelope.

XV. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Guam Behavioral Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds

Certification Regarding Environmental Tobacco Smoke

Sub-Recipient/Sub-Grantee agree that:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through the State or local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order of responsible entity.

By signing this certification, the undersigned certifies that the organization will comply with the requirements of the Act, and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the Public Health Services mission to protect and advance the physical and mental health of the American people.

Organization Name

SUBMITTED BY:

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Organization:

This form shall be submitted in the Proposal Envelope.

XVI. COMPLIANCE WITH FEDERAL FINANCIAL ACCOUNTABILITY TRANSPARENCY ACT

Guam Behavioral Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds

Compliance with Federal Financial Accountability Transparency Act

Partner/Subrecipient/ Sub Grantee agree that:

Award Term for Federal Financial Accountability and Transparency Act (FFATA)

Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fhrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.) 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fhrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if— i. the total Federal funding authorized to date under this award is \$25,000 or more; ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if— i.in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and ii.The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.

2.Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i.To the recipient.
- ii.By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d.Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1.Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe; ii. A foreign public entity; iii. A domestic or foreign nonprofit organization; iv. A domestic or foreign for-profit organization; v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2.Executive means officers, managing partners, or any other employees in management positions.

3.Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4.Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and ii.Is accountable to you for the use of the Federal funds provided by the subaward.

5.Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SUBMITTED BY:

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Organization:

This form shall be submitted in the Proposal Envelope.

XVII. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENT FOR FEDERAL AWARDS

Guam Behavioral Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds

Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards

Sub-Recipient/Sub-Grantee by signing below certify they will comply with SAMHSA's Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

SAMHSA grants webpages are currently being updated to reflect the new guidance effective December 26, 2014. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is the final revised rule streamlining grant management requirements. This guidance supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidances); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. HHS Codified 2 CFR 200 in its regulations at 45 CFR 75. The Uniform Guidance is effective as of December 26, 2014.

Repealed as of December 26, 2014.

Repealed, effective 12/26/14		New, effective 12/26/14
Administrative Requirements:		2 CFR 200/45 CFR Part 75 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards"
45 CFR 74/ 2 CFR 215	Higher educations, hospitals, other non-profits	
45 CFR 92	State, local, and tribal governments	
Cost Principles:		
2 CFR 220 OMB Circ. A-21	Institutions of higher education	
2 CFR 225/OMB Circ. A-87	State, local, and tribal governments	
2 CFR 230/OMB Circ. A-122	Non-profit organizations	
2 CFR 215/45 CFR 74 App. E	Hospitals	
Audits:		
OMB Circ. A-133	States, local governments, and non-profits	

Available From: <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>

SUBMITTED BY:

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Organization:

This form shall be submitted in the Proposal Envelope.

XVIII. PROCUREMENT STANDARDS – 2CFR CHAPTER 1 AND CHAPTER II, PART 200, et. al.

Guam Behavioral Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds

Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et. al.

Partner/Subrecipient/ Sub Grantee by signing below acknowledge that they have been advised of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final agree that they shall apply and are part of this procurement and that they shall comply with applicable provision in their own procurements.

Note, it is possible for the prior OMB Circulars and Regulation to be declared to apply until September 30, 2016 as to new 2 CFR Part 200- Uniform Grant Requirements.

A non-Federal entity needs to include a contemporaneous memorandum in its procurement file that prior OMB Circulars and Regulation applying to the procurement.

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart B—General Provisions

200.110 Effective/applicability date.

(a) The standards set forth in this part which affect administration of Federal awards issued by Federal awarding agencies become effective once implemented by Federal awarding agencies or when any future amendment to this part becomes final. Federal awarding agencies must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB. For the procurement standards in §§200.317-200.326, non-Federal entities may continue to comply with the procurement standards in previous OMB guidance (superseded by this part as described in §200.104) for one additional fiscal year after this part goes into effect. If a non-Federal entity chooses to use the previous procurement standards for an additional fiscal year before adopting the procurement standards in this part, the non-Federal entity must document this decision in their internal procurement policies.

(b) The standards set forth in Subpart F—Audit Requirements of this part and any other standards which apply directly to Federal agencies will be effective December 26, 2013 and will apply to audits of fiscal years beginning on or after December 26, 2014.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75882, Dec. 19, 2014]

FEDERAL FUNDS- Government of Guam and Non-Federal Entities –Including Sub-Recipients of the Government of Guam

All purchase orders and contracts funded in whole or in part by Federal funds covered by *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule - Procurement Standards* (2 CFR Chapter I, Chapter II, Part 200, et al.) are to comply with, but not limited to the following regulations:

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. **All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.**

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(c)(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (j)(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for

that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements

of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

§200.320 Methods of procurement to be followed. The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present: (i) A complete, adequate, and realistic specification or purchase description is available; (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply: (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised; (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond; (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly; (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost,

and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the

particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

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Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et. al.

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Partner/Subrecipient/ Sub Grantee by signing below acknowledge receipt of all twelve (12) pages of this form, and that they have been advised of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards above, and they agree that they shall apply and are part of this procurement and that they shall comply with applicable provision in their own procurements.

SUBMITTED BY:

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Organization:

This form shall be submitted in the Proposal Envelope.

XIX. GBHWC GOVERNMENT OF GUAM – ADDITIONAL CONTRACTUAL TERMS AND CONDITIONS – COST REIMBURSEMENT CONTRACTS

Guam Behavioral Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

GBHWC Government of Guam – Additional Contractual Terms and Conditions- Cost Reimbursement Contracts

Partner/Subrecipient/ Sub Grantee (herein “offerors”, “contractors”, “service providers”) agree to the following contractual terms and conditions as part of any contract entered into in this procurement.

ADDITIONAL CONTRACTUAL TERMS AND CONDITIONS PROFESSIONAL SERVICES- COST REIMBURSEMENT CONTRACTS

The following clauses utilize the generic term “the contractor” to refer to potential offerors, offerors, contractors, vendors, service providers or any other name used in the procurement as to the individual(s) or entity that is in receipt of the solicitation or awarded the contract in the procurement. The generic term “the government of Guam” is used to reference the departments, agencies, boards, officers and employees of the government of Guam. The generic term “this contract” is used to refer to the procurement, the agreement, the collective documents that are part of the procurement, i.e. the request for proposal, the proposal, the agreed cost estimate, the signed forms, the certification and assurance forms, and any other documents identified by the parties.

In event the contractor discovers any ambiguity or inconsistency with the terms below and the solicitation documents the contractor must raise the issue to the head of the Purchasing Agency in writing prior to submitting its proposal, and during any applicable question submittal period that may be designated in the request for proposal. In the event there is to be a modification of a term in the Additional Terms and Conditions it will be done through the amendment of the request for proposal process.

A. GENERAL REQUIREMENTS:

This procurement is subject to all applicable federal and Guam laws and regulations.

The government of Guam Procurement Laws and Regulations shall govern the validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties. The Guam Procurement Laws are available at the Office of Complier’s website <http://www.guamcourts.org/CompilerofLaws/index.html> as part of the 5 GCA Ch. 5. The Guam Procurement Regulations are available at the Office of Complier’s website 2 GAR Division 4. Additionally, the Guam Office of Public Accountability <http://www.guamopa.com/>, the Guam Office of Attorney General <http://www.guamag.org/> and the Department of Administration General Service Agency <http://bit.guam.gov/> all have useful procurement information and forms.

The contractor expressly consents to the jurisdiction of Guam and to the venue of the courts on Guam with respect to any and all claims which may arise by reason of this contract, and waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

The materials and services under this contract shall comply with all applicable federal and Guam laws and regulations and the contractor shall maintain all licenses and permits. In the event the contract sets forth key personnel positions of stated experiences and training and it is part of the compliance requirements of the contract, the contractor agrees to maintain those individuals and or positions at all times pertinent to the contract.

The contractor warrants it is current with all Guam taxes, (Income Tax; Business Privilege Tax; Real Property Tax; Hotel Occupancy Tax, Tax Withholding; Use Taxes; etc.)

B. TERM -INITIAL CONTRACT PERIOD AND OPTION(S) FOR RENEWAL:

The term of this contract includes an initial contract period and at the government of Guam's option, a renewal or renewal contract periods. The term and any renewal term(s) of this contract are subject to the availability of funding, and satisfactory performance by the contractor. All representations and warranties made by the contractor under this contract, including but not limited to the intellectual property indemnification, confidentiality, record retention and access shall survive any expiration or termination of this contract. Additionally if federal grant funds are part of this contract, and there is any recoupment or recapture of funds expended by the federal government related to the contract requirements that are the contractor's obligations, the government of Guam expressly reserves the right to offset, and recoup said funds from the contractor.

C. PRICE-MULTI-YEAR:

The annual cost reimbursement budget amount or other pricing offered by the contractor shall remain the same in the initial contract term and all subsequent renewal terms except as otherwise provided in the contract terms and conditions.

D. ETHICAL STANDARDS:

With respect to this procurement and any other contract that the contractor may have, or wish to enter into, with the government of Guam, the contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

E. PROHIBITION AGAINST GRATUITIES AND KICKBACKS:

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

F. PROHIBITION AGAINST CONTINGENT FEES:

The contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam.

G. PROHIBITION OF EMPLOYMENT OF SEX OFFENDERS:

Pursuant to 5 G.C.A. § 5253

(a) No person convicted of a sex offense under the provisions of 9 GCA Chapter 25, or an offense as defined in GCA Chapter 28 Article 28, on Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) The contractor warrants (1) that no person providing services on behalf of the contractor has been convicted of a sex offense as set forth in the preceding subsection; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of 9 GCA Chapter 25 or 9 GCA Chapter 28 Article 2, 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.

For the purposes of this "Prohibition of Employment of Sex Offenders Clause" in the event the contractor is providing services that involve direct contact with the government of Guam consumers, customers or potential eligible receivers of the government of Guam public health, safety or education program services, all locations where there is contact with those individuals is considered for purposes of this clause in this contract "property of the government of Guam".

H. WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:

(a) The contractor shall comply with 5 GCA § 5801 et.seq., and with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with the government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. The contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this contract is awarded to the contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause.

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be stipulations contained in that contract

for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply.

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. The contractor shall pay a minimum of ten (10) paid holidays per annum per employee.

(e) Any violation of the contractor's obligations or its subcontractors obligations as set forth in "Wage and Benefit Compliance Contractors Providing Services Clause" shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor 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.

(f) In addition to any and all other breach of contract actions the government of Guam may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, the contractor may be placed on probationary status by the Chief Procurement Officer, for a period of one (1) year. During the probationary status the contractor shall not be awarded any contract by any instrumentality of the government of Guam. The contractor if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit Compliance Contractors Providing Services Clause" may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

(g) The contractor's Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract.

(h) The contractor agrees to provide upon written request by the government of Guam written certification of its compliance with its obligations under this "Wage and Benefit Compliance Contractors Providing Services Clause" as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by the government of Guam the contractor shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

I. CHANGES:

(1) **Change Order.** By a written order, at any time, and without notice to surety, the head of the Purchasing Agency may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- A. drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for Guam in accordance therewith;
- B. method of shipment or packing; or
- C. place of delivery.

(2) **Adjustments of Price or Time for Performance.** If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment Clause" of this contract.

Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the government of Guam promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written change order under the paragraph (Change Order) of this clause, unless such period is extended by the head of the Purchasing Agency in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the government of Guam is prejudiced by the delay in notification.

(4) **Claims Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(5) **Other Claims not Barred.** In the absence of such a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the, "Section N, subsection (1) Notice of Claim of the " Claims Based On The Head Of The Purchasing Agency's or Omissions Claim Clause", or for breach of contract.

J. STOP WORK ORDER:

(1) **Order to Stop Work.** The head of the Purchasing Agency may, by written order to the contractor, at any time, and without notice to any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work expires, or within

any further period to which the parties shall have agreed, the head of the Purchasing Agency shall either:

(i) Cancel the stop work order; or

(ii) Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience of the Government of Guam Clause" of this contract.

(2) **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

(i) the stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and

(ii) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment Clause" of this contract.

K. VARIATION IN QUANTITY:

Not Applicable for this Procurement – Intentionally Not Included

L. INDEFINITE QUANTITY CONTRACTS:

Not Applicable for this Procurement – Intentionally Not Included

M. PRICE ADJUSTMENT:

(a) **Price Adjustment Methods.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- i. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- ii. by unit prices specified in the contract or subsequently agreed upon;
- iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- iv. in such other manner as the parties may mutually agree; or
- v. in the absence of agreement between the parties, by a unilateral determination by the head of the Purchasing Agency of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the head of the Purchasing Agency in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under 2 GAR Division 4 Chapter 7 (Cost Principles), subject to the provisions of 2 GAR Division 4 Chapter 9 (Legal and Contractual Remedies), as modified by the "Mandatory Disputes Clause" of this contract.

(b) **Submission of the Cost or Pricing Data.** The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of 2 GAR Division 4 §3118 (Costs or Pricing Data).

N. CLAIMS BASED ON THE HEAD OF PURCHASING AGENCY'S ACTIONS OR OMISSIONS:

(1) **Notice of Claim.** If any action or omission on the part of the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) The contractor shall have given written notice to the head of the Purchasing Agency, or designee of such officer:

- (i) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
- (ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
- (iii) within such further time as may be allowed by the head of the Purchasing Agency in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The head of the Purchasing Agency or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the head of the Purchasing Agency or designee of such officer.

(b) The notice required by the preceding subparagraph (a) of this paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

(c) The contractor maintains and, upon request, makes available to the head of the Purchasing Agency within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

(2) **Limitations of Clause.** Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any the government of Guam officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

(3) **Adjustment of Price.** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment Clause" of this contract.

O. TERMINATION FOR DEFAULTS:

(a) **Default.** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the head of the Purchasing Agency may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time

specified in writing by the head of the Purchasing Agency, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the head of the Purchasing Agency may procure similar supplies or services in a manner and upon terms deemed appropriate by the head of the Purchasing Agency. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(b) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the head of the Purchasing Agency, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in possession of the contractor in which the government of Guam has an interest.

(c) **Compensation.** Payment for completed supplies delivered and accepted by the government of Guam shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the head of the Purchasing Agency; if the parties fail to agree, the head of the Purchasing Agency shall set an amount subject to the contractor's rights under 2 GAR Division 4 Chapter 9 (Legal and Contractual Remedies) as modified by the "Mandatory Disputes Resolution Clause" of this contract. The government of Guam may withhold from amounts due the contractor such sums as the head of the Purchasing Agency deems to be necessary to protect the government of Guam against loss because of outstanding liens or claims of former lien holders and to reimburse the government of Guam for the excess costs incurred in procuring similar goods and services.

(d) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work here under which endangers such performance) if the contractor has notified the head of the Purchasing Agency within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the head of the Purchasing Agency shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of Guam under the "Termination for Convenience of the Government of

Guam Clause" of this contract. (As used in this paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

(e) **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of the (Excuse for Nonperformance or Delayed Performance) paragraph of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the Government of Guam Clause" of this contract.

(f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

P. LIQUIDATED DAMAGES:

With Termination of Default Clause. When the contractor is given notice of delay or nonperformance as specified in the (Default) paragraph of the "Termination for Default Clause" above and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the government of Guam reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under the (Excuse for Nonperformance or Delayed Performance) paragraph of the "Termination for Default Clause" above, liquidated damages shall not be due the government of Guam. The contractor remains liable for damages caused other than by delay.

Q. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT OF GUAM:

(a) **Termination.** The head of the Purchasing Agency may, when the interest of the government of Guam so require, terminate this contract in whole or in part, for the convenience of the government of Guam. The head of the Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) **Contractor's Obligations.** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The head of the Purchasing Agency may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the government of Guam. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) **Right to Supplies.** The head of the Purchasing Agency may require the contractor to transfer title and deliver to the government of Guam in the manner and to the extent directed by the head of the Purchasing Agency:

- (1) any completed supplies; and
- (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall, upon direction of the head of the Purchasing Agency, protect and preserve property in the possession of the contractor in which the government of Guam has an interest. If the head of the Purchasing Agency does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam. Title 13 G.C.A. §2706 is quoted at the end of this clause. Utilizing this §, in no way implies that the government of Guam has breached the contract by exercise of this "Termination for Convenience of the Government of Guam Clause".

(d) **Compensation.**

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR Division 4 §3118 (Cost or Pricing Data) bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the head of the Purchasing Agency may pay the contractor, if at all, an amount set in accordance with the preceding subsection (c) of this clause.

(2) The head of the Purchasing Agency and the contractor may agree to a settlement provided the contractor as has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR Division §3118 (Costs or Pricing Data) and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the government of Guam, the proceeds of any sales of supplies and manufacturing materials under the subsection(3) of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under the "Contractor's Obligation" subsection (b)above, the head of the Purchasing Agency shall pay the contractor the following amounts, provided payments agreed to under the "Contractor's Obligation" subsection (b) shall not duplicate payments under this subparagraph "Compensation":

- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such

portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to section (2) of this "Compensation" paragraph. These costs must not include costs paid in accordance with the preceding subsection (c) (ii) of this paragraph;

(iv) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the "Contractor's Obligations" subparagraph (b) above, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under the "Contractor's Obligations" subparagraph (b) and "Right to Supplies" subparagraph (c) of this paragraph shall be in accordance with 2 GAR Division 4 Chapter 7 (Cost Principles).

13 GCA §2706 (UCC) states:

"§2706. Seller's Resale Including Contract for Resale.

(1) Under the conditions stated in §2703 on seller's remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with any incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer's breach.

(2) Except as otherwise provided in subdivision (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as

referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach.

(3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell.

(4) Where the resale is at public sale:

(a) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and

(b) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of resale; and

(c) If the goods are not to be within the view of those attending the sale the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders; and

(d) The seller may buy.

(5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section.

(6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (subdivision (3) of §2711)."

R. MANDATORY DISPUTES RESOLUTION CLAUSE:

In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

(1) **Disputes- Contractual Controversies.** The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the Purchasing Agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The head of the Purchasing Agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(2) **Absence of a Written Decision within Sixty Days.** If the head of the Purchasing Agency, or their designee 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 the contractor may proceed as though the head of the Purchasing Agency, or their designee had issued a decision adverse to the contractor.

(3) **Appeals to the Office of Public Accountability.** The head of the Purchasing Agency's, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) **Disputes – Money Owed To or By the Government of Guam.** This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of under this contract, the contractor shall appeal the decision in accordance with the "Government Claims Act", 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) **Exhaustion of Administrative Remedies.** The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) **Performance of Contract Pending Final Resolution by the Court.** The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the Purchasing Agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

S. COST REIMBURSEMENT TERMS AND CONDITIONS:

1. Compensation for Services.

A. Annual and Monthly Compensation. Service Provider's compensation shall be per the agreed cost and pricing reimbursement agreement, labeled as "Attachment A", and attached hereto and incorporated herein as if fully re-written. The total not to exceed annual compensation in the amount of _____ (\$_____) is based on a monthly/or annual not to exceed amount as is set forth in more detail in Attachment A.

B. Invoicing and Payments. All compensation is to the appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and a monthly invoice in the form agreed to by the parties. Payment shall be based upon

actual costs, as defined in 2 GAR Division 4 § 7101 (1), submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of actual cost submitted may be less than the agreed upon compensation, but in no event shall it exceed the agreed upon compensation. The invoice should reflect only those service fees incurred for the current billing period. Each invoice should also include the total amount billed from the inception of the current year contract. All invoices are subject to review and approval by the GBHWC. The acceptance and payment of any invoice will not be deemed a waiver of any of the GBHWC's rights under this Agreement.

C. Final Payment. The GBHWC shall make final payment delivery and acceptance of all services mentioned herein specified and performed. Prior to final payment and as a condition precedent thereto, the Service Provider shall execute and deliver to the GBHWC a release, in a form provided by the GBHWC, of claims against the GBHWC and the government of Guam arising under and by virtue of the contract. Additionally prior to final payment and as condition precedent thereto, the Service Provider shall ensure a smooth program transition; and shall immediately provide the GBHWC with all program related information, files, equipment, service contributions/program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or items.

D. Allowable Costs – Cost Reimbursement. The Service Provider agrees to comply with the following standards of financial management:

a. Financial Records. The Service Provider shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

b. Accounting Records. The Service Provider shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the contract, authorizations, obligations, unobligated balances, assets, outlays, and income.

c. Internal Control. The Service Provider shall maintain effective control over and accountability for all funds and assets. The Service Provider shall keep effective internal controls to ensure that all the GBHWC funds received are separately and properly allocated to the activities described in this Agreement. The Service Provider shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

d. Source Documentation. The Service Provider shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant contract documents, and so forth. All costs invoiced by contract in this contract must be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting principles set forth in 2 GAR Division 4 § 7101 or in any federal assistance instrument applicable to this Agreement.

e. Reimbursable Cost Principles. The Service Provider shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant and/or contract documents and so forth.

f. Allowable Cost. Total allowable cost of the contract is the sum of allowable direct costs actually incurred in the performance of the contract in accordance with the terms of the contract, plus the properly allowable indirect costs, less any applicable credits. Costs shall be allowed to the extent they are: reasonable as defined in 2 GAR Division 4 § 7101 (d); and allocable, as defined in 2 GAR Division 4 § 7101 (e) and lawful under any applicable law; and not unallowable under 2 GAR Division 4 § 7101(f). In the case of costs invoiced for reimbursement, they must be actually incurred or accrued and accounted for in accordance with generally accepted accounting principles.

g. Applicable Credits. Applicable credits are receipts or price reductions which reduce expenditures allocable to contracts as direct or indirect costs, as defined in 2 GAR Division 4 § 7101 (h). In the event the Service Provider receives discounts, rebates and or other applicable credits accruing to or received by the Service Provider or any subcontractor under the contract, to the extent those credits are allocable to the allowable portion of the cost billed to the GBWC; allowable costs will be paid to the Contractor, net of all discounts, rebates and other such applicable credits. The Service Provider must separately identify for each cost submitted for payment to the GBHWC the amount of cost that is allowable; must identify all unallowable costs; or the Service Provider must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

The Service Provider must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the GBHWC for payment and individually identify the amount as a discount, rebate or in case of other applicable credits, the nature of the credit. The GBHWC may permit the Service Provider to report this information on a less frequent basis than monthly, but no less frequently than annually. The Service Provider must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

2. The Government of Guam is not liable.

a. The GBHWC assumes no liability for any accident or injury that may occur to the Service Provider, his or her agents, dependents, or personal property while in route to or from worksite or during any travel mandated by the terms of this Agreement.

b. The GBHWC shall not be liable to the Service Provider for any work performed by the Service Provider prior to the approval of this Agreement by the Governor of Guam and the Service Provider hereby expressly waives any and all claims for services performed in expectation of this Agreement prior to its approval by the Governor of Guam.

3. Special Reporting Requirements for Non-Profit Organizations.

a. In the event that the Service Provider is a non-profit organization, the Service Provider shall comply with the reporting requirements set forth in P.L. _____ *FY 2016 Appropriation Act is currently pending*) and this clause (See FY 2015 Appropriations Act PL 32-181 Chapter XIII Section 71-77 Chapter XIII § 11) and this clause. In the event one of the Service Provider's subcontractors is a non-profit organization the provisions of

this clause shall also be deemed to apply to the Service Provider's subcontractor, and the Service Provider is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

b. The Service Provider shall maintain accurate financial records of all monies paid to it under this Agreement. The Service Provider shall provide to the GBHWC a budgetary breakdown by object category as to all services under this Agreement. An initial proposed budgetary breakdown is part of the request for proposal, and the agreed cost proposal, budget, staffing request and are incorporated into the scope of services of this Agreement as part of Attachment A.

c. The Service Provider shall provide to the GBHWC a quarterly report describing its activities during the reporting period and the results it achieved no later than twenty (20) days after the end of each Quarter.

d. The Service Provider must provide prior written notification to the GBHWC of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more as to its services related to this contract, or with regard to items to be invoices as part of the contract.

e. The Service Provider shall provide access to duly authorized representative of the GBHWC, the Guam Public Auditor, or their authorized representatives, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of the contract. The Service Provider shall upon written request by the GBHWC, the Guam Public Auditor, or their authorized representatives provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.

f. The Service Provider is subject to the Single Audit Rules shall provide annually to GBHWC copies of its Audit Reports for all time periods covered as part of this Agreement.

g. The Service Provider shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to the GBHWC as well as a Fiscal Year-end report of all expenditures of funds under the contract no later than November 15, the initial year, and November 15, of the each subsequent year.

h. In the event the Service Provider fails to timely provide any reports or items set forth in this section to the GBHWC after prior written reasonable notice by the GBHWC to the Service Provider and the Service Provider's failure to cure the contract default, the GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this contract by the Service Provider.

T. MISCELLANEOUS OTHER TERMS AND CONDITIONS:

1. Payment and Release of Claims. Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the contract. Prior to final payment; and as a condition precedent thereto, the contractor shall execute and deliver to government of Guam, a release in a form

approved by the government of Guam of claims against the government of Guam arising under and by virtue of the contract.

2. Written Notice of Claims. All written notice of claims shall be governed by Guam law.

3. Responsibility for Accuracy of Work. The contractor is responsible for the professional and technical accuracy of all services, work and materials furnished under this contract. The contractor shall, without additional cost to the government of Guam, re-do services, correct or revise all errors or deficiencies in its services, work and material identified during the term of the contract, and any applicable warranty period. The contractor shall devote its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government of Guam. The government of Guam's review, approval, acceptance of, and payment of fees for services required under the contract, shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the contractor's failure of performance, except as provided herein, and the contractor shall be, and remain liable, to the government of Guam for all direct costs which may be incurred by the government of Guam as result of the contractor's negligent performance of any of the services or work which are performed under the contract.

4. Retention and Access to Records and Other Review. The contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the contract; for inspection by the government of Guam. Each subcontract of the contractor pursuant to the contract shall include a provision containing the conditions of this "Retention and Access to Records and Other Review Clause".

In the event that federal funds are part of the contract, reference and access by the government of Guam, in this "Retention and Access to Records and Other Review Clause" shall be expanded to also include to the federal grantor and the U.S. Inspector General's Office or any duly authorized delegate of the federal government.

5. Property of Documents. All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the government of Guam including all publication rights and copyright interests, and may be used by the government of Guam without any additional cost to the government of Guam, except as provided herein. All documents that form part of the contract are the property of the government of Guam and cannot be reproduced without the government of Guam's authorization, except as provided herein.

6. Indemnity. The contractor agrees to agree to save and hold harmless; the government of Guam, its departments, agencies, officers, agents, representatives, successors, and assigns of other governmental agencies from any and all suits or actions of every nature and kind, which may be brought forth, or on account of; any injury, death, or damage arising or growing out of the acts or omissions of the contractor, the contractor's officers, agents, servants, or employees under the contract.

7. The Government of Guam Assumes No Liability. The government of Guam assumes no liability for any accident or injury that may occur to the contractor, its officers, agents, representatives, successors and or dependents, or personal property while in route to or from; Guam/or on Guam, or during any travel mandated by the terms of this agreement. The government of Guam shall not be liable to the contractor for any services or work performed prior to there being an approved awarded contract, and the contractor expressly waives any and all claims for services performed or materials and supplies purchased in expectation of the contract, prior to an approved awarded contract.

8. Insurance. (Service Contracts) The contractor shall procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance coverage for the operation of the services set forth in this contract. The contractor shall provide certificates of such insurance to the government of Guam when required and shall immediately report in writing to the government of Guam any insurance claims filed.

- a. Workers Compensation Insurance that covers all employees of the contractor working in any capacity in the contractor's services under this contract, in the amount as required by Guam law.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. The contractor shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than one million dollars (\$1,000,000.00) for bodily injuries or death per occurrence, and not less than three hundred thousand (\$300,000.00) for damages to property. Such policy shall insure the government of Guam and its respective agents and employees with respect to liability as a result of the operation of the services set forth in this contract.

9. Privacy Rights. The contractor shall comply with all federal and Guam laws and regulation as to the privacy rights of individuals and as to any records and information of individuals providing services under this contract, including but not limited to the following:

- a. **HIPPA.** Health Insurance Portability and Accountability Act (HIPPA of 1006, P.L. 104-1991 and the Federal "Standards for Privacy of Individually identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E., and
- b. **Client Confidentiality.** The contractor shall ensure information obtained directly or indirectly from a recipient client under this contract shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized federal, Guam, or local monitoring agencies. (Ref. 45 CFR 1321.51).

Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

10. Program Transitions. All steps shall be taken by the contractor to ensure a smooth transition of the program to prevent any interruption of the services to the clients and to preserve the integrity of the program. The contractor, who has not been awarded a new contract or renewal of an existing contract under this program, shall immediately prepare to relinquish all program related information, files, equipment, service contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/ or items to the government of Guam.

11. Business Privilege Tax - Taxes. The contractor is responsible for paying its Business Privilege Tax on payments received under the contract.

12. Federal Terms and Conditions. Federal funds are part of this procurement and federal forms, certifications and assurances, including federal contractual terms and conditions are part of this contract.

13. Assignment, Successors and Assigns. Neither party may assign or otherwise transfer this contract or any of the rights that it grants without the prior written consent of the party. Any purported assignment in violation of the preceding sentence will be void and of no effect. This contract will be binding upon the parties' respective successors and permitted assigns.

14. Subcontracting. The Service Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the GBHWC.

15. Independent Contractor. The Service Provider and its agents and employees are independent Service Providers performing professional services for the GBHWC and are not employees of the GBHWC. The Service Provider and its agents and employees shall not accrue leave, retirement, insurance, bonding use of the GBHWC vehicles, or any other benefit afforded to employees of the GBHWC as a result of this Agreement. The Service Provider acknowledges that all sums received hereunder are reportable by the Service Provider for tax purposes, including without limitation, self-employment and business income tax. The Service Provider agrees not to purport to bind the GBHWC unless the Service Provider has express written authority to do so, and then only within the strict limits of that authority.

16. General Compliance with Laws. The professional services, deliverables and materials under this contract shall comply with all applicable Federal and Guam laws and regulations. The Service Provider shall maintain all licenses and permits during all times pertinent to this contract. The Service Provider is responsible for payment of all taxes under this Agreement. In the event the contract sets forth key personnel positions of stated experiences and training the Service Provider agrees to maintain those individuals and or positions at all times pertinent to the contract.

17. Force Majeure. The Service Provider and/or the GBHWC (other than its payment obligation) shall be excused from performance under this Agreement for any period that the Service Provider or the GBHWC is prevented from performing any services in whole or in part as a result of acts of God, typhoons, earthquakes, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the party invoking the section (each of the foregoing deemed a "Force Majeure"), provided that the Service Provider or the GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within the Service Provider's or the GBHWC's control to ensure that the Service Provider or the GBHWC can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed a breach of the Agreement. This clause shall not relieve the Service Provider of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing, via hand delivery return receipt, within FIVE (5) days of the inception of such delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event, all preventive and corrective steps taken, how it affects performance, and the anticipated duration of the inability to perform, and shall resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists. The parties shall meet to discuss and determine a revised timetable for completion of any Services delayed by a Force Majeure Event under this Agreement.

18. Severability.. The provisions of the contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this contract is declared unenforceable, the parties will substitute an enforceable provision that to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

19. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of that party's rights under this Agreement shall be effective to waive any other rights.

21. No Waiver. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this contract.

22. Applicable Law. The laws of Guam shall govern any contract in this procurement, without giving effect to its choice of laws provisions. Venue shall be proper only in a

Guam court of competent jurisdiction. By execution of this form or the contract in this procurement, the Service Provider acknowledges and agrees to the jurisdiction of the courts of Guam over any and all lawsuits arising under or out of any term of the contract.

23. Amendment. The contract issue in this procurement shall not be altered, changed or amended except by instrument in writing executed by the parties.

24. Merger. The contract in this procurement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written contract. No prior agreement or understanding, oral or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in the contract.

25. Incorporation and Order of Precedence. The Request for Proposal GBHWC No. 05-2015 and the Service Provider's proposal will be incorporated into the Agreement in this procurement by reference as if fully rewritten. Federal funds are part of this procurement, and therefore the Notice of Grant Award Terms and Conditions, the federal granting agency, U.S. Department of Health and Human Services, and SAMSHA's handbooks, guidances and required assurances, etc. will all apply and have precedent in the event of a conflict in the terms and conditions of the other documents and any contract entered into by the parties. After the federal fund terms and conditions, the following order or precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this Agreement itself; then
3. the Request for Proposal; then
4. the Service Provider's Best and Final Offer(s), in reverse chronological order; then
5. the Service Provider's proposal.

All procurement required Proposal Signed Forms by potential Offerors, shall become part of the contract, and incorporated therein as if fully re-written, and given the same precedence as either the federal funds terms and conditions or this Agreement itself.

26. Patent, Copyright, Trademark and Trade Secret Indemnification. The Service Provider shall defend at its own expense, the government of Guam and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Guam, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon the Service Provider's trade secret infringement relating to any product or service provided under this Agreement, the Service Provider agrees to reimburse the government of Guam for all costs, attorneys' fees and the amount of the judgment. To qualify for such a defense and/or payment, the government of Guam shall: (a) give the Service Provider

prompt written notice of any claim; (b) allow the Service Provider to control the defense or the settlement of the claim; and (c) cooperate with the Service Provider in a reasonable way to facilitate the defense or settlement of the claim.

If any product or service becomes, or in the Service Provider's opinion is likely to become the subject of a claim of infringement, the Service Provider shall at its option and expense: (a) provide a procuring agency the right to continue to using the product or service; (b) replace or modify the product or service so that it becomes non-infringing; or (c) accept the return of the product or service, less the unpaid portion of the purchase price any other amounts due the Service Provider. The Service Provider's obligations will be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

27. Approval of Service Provider Personnel. Personnel proposed in the Service Provider's written proposal to the GBHWC are considered material to any services or work performed under this Agreement. No changes in personnel will be made by the Service Provider without the prior written consent of the GBHWC. Replacement of any of the Service Provider's personnel, if approved will be with equal ability, experience and qualifications. The Service Provider will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project or program immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The GBHWC shall retain the right to request the removal of any of the Service Provider's personnel at any time.

U. MANDATORY REPRESENTATIONS BY SERVICE PROVIDER:

a. Ethical Standards. With respect to this procurement and any other contract that the Service Provider may have, or wish to enter into, with the GBHWC, the Service Provider represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

b. Prohibition Against Gratuities and Kickbacks. With respect to this procurement and any other contract that the Service Provider may have or wish to enter into with the GBHWC, the Service Provider represents that he/she/it has not violated, is not violating, and promises that he/she/it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

c. Prohibition Against Contingent Fees. The Service Provider represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam.

d. Prohibition of Employment of Sex Offenders.

Pursuant to 5 G.C.A. § 5253: No person convicted of a sex offense under the provisions of 9 GCA Chapter 25, or an offense as defined in GCA Chapter 28 Article 28, on Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway;

The Service Provider warrants (1) that no person providing services on behalf of the Service Provider has been convicted of a sex offense as set forth in the preceding subsection; and (2) that if any person providing services on behalf of the Service Provider is convicted of a sex offense under the provisions of 9 GCA Chapter 25 or 9 GCA Chapter 28 Article 2, 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.

For the purposes of this "Prohibition of Employment of Sex Offenders Clause" in the event the Service Provider is providing services that involve direct contact with the GBHWC consumers, customers or potential eligible receivers of the GBHWC community behavioral health wellness services all locations where there is contact with those individuals is considered for purposes of this clause in this contract "property of the government of Guam".

e. Wage and Benefit Compliance – Service Providers Providing Services.

The Service Provider shall comply with 5 GCA § 5801 et. seq., and with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with the GBHWC in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. The Service Provider shall be responsible for flowing down this obligation to its subcontractors.

The Wage Determination most recently issued by the U.S. Department of Labor at the time this contract is awarded to the Service Provider shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause.

The Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply to any renewal terms of this agreement.

The Service Provider agrees that in addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. The Service Provider shall pay a minimum of ten (10) paid holidays per annum per employee.

The Service Provider shall flow the Wage and Benefit Compliance clauses above through to any of its subcontractors under this agreement.

The Service Provider agrees that any violation of the Service Provider's obligations or its subcontractors obligations as set forth in this Section "Wage and Benefit Compliance Service Providers Providing Service's Clause" shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor 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 addition to any and all other breach of contract actions the GBHWC may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, the Service Provider may be placed on probationary status by the Director of GBHWC, for a period of one (1) year. During the probationary status the Service Provider shall not be awarded any contract by any instrumentality of the government of Guam. The Service Provider if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit Compliance Service Providers Providing Services Clause" may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

The Service Provider's Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract.

The Service Provider agrees to provide upon written request by the GBHWC written certification of its compliance with its obligations under this "Wage and Benefit Compliance Service Providers Providing Services Clause" as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by the GBHWC the Service Provider shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

f. Health Insurance Portability and Accountability (HIPPA). The Service Provider shall comply with the Health Insurance Portability and Accountability Act (HIPPA of 1006, P.L. 104-1991 and the Federal "Standards for Privacy of Individually identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.

g. Client Confidentiality. The Service Provider shall ensure information obtained directly or directly from a recipient client under this contract shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, or Guam monitoring agencies. (Ref. 45 CFR 1321.51 and 42 CFR Part II). Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

h. Confidentiality. Any information provided to or developed by the Service Provider in the performance of this Agreement shall be kept confidential and shall not be made available to any

individual or organization by the Service Provider without the prior written approval of the GBHWC.

i. Technology Access for Blind or Visually Impaired. The Service Provider acknowledges that no government funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired.

j. Equal Opportunity Compliance. The Service Provider agrees to abide by all Federal and Guam laws and rules and regulations, and Executive Orders of the Governor of Guam, pertaining to equal employment opportunity. In accordance with such laws of Guam, the Service Provider assures that no person shall on the grounds of race, religion, color, national origin, ancestry, sexual orientation or gender identity be excluded from employment with or participation in, be denied benefit of, or otherwise be subjected to discrimination under any program or activity under this Agreement. If the Service Provider is found not to be in compliance with these requirements during the life of this Agreement, the Service Provider agrees to take appropriate steps to correct these deficiencies. See the Governor's EO 2006-16.

k. Records Discrimination Against Status Offenders Prohibited. The Service Provider acknowledges that no private entity that receives government of Guam funding, either local or federal funds, for any of its programs may, solely on the basis of conviction of a status offense, discriminate against any person who would otherwise be eligible. P.L. 30-168 (effective 7/16/10) codified at § 20120 of Article 1, Chapter 20 of Title 19, Guam Code Annotated.

l. Restricting the Use of Mobile Phones While Driving a Vehicle, and Providing for the Public Education Requirements Regarding Such Restrictions. The Service Provider shall ensure compliance with relative to the restrictions on the use of mobile phones while driving. P.L. 31-194 (effective) codified at

m. Drug and Smoke-Free Workplace. The Service Provider shall ensure compliance with Federal and local drug and smoke-free workplace laws and requirements. [Federal Drug-Free Workplace Act of 1988, the Governor's Circular No. 89-26 (Governor's Policy Statement Establishing a Drug-Free Workplace and EO 2005-18 and EO-95-29) and Clean Indoor Air Act of 1992, P.L. 21-139, Title 10 GCA, Chapter 90].

n. Social Security Number Confidentiality Act. The Service Provider shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers. P.L. 28-95, Article 7, Chapter 32, Title 5, Guam Code Annotated.

o. Employment of Individuals with Severe Disabilities; P.L. 26-109 Section 2, §41210(b), Article 2, Chapter 41, Division 5, Title 17 of the Guam Code Annotated. The Service Provider shall comply with the provision of this mandate with emphasis on the employment of two percent (2%) of its workforce with severe disabilities in coordination with the Division of Vocational Rehabilitation Administrator, Department of Integrated Services for Individuals with a Disability

(DISID) for placement. In the event the Service Provider is unable to employ due to the lack of individuals with disabilities who are able to work, the Service Provider shall utilize funds for the purchase of supplies produced by non-profit organizations employing individuals with disabilities. Efforts to comply with this specification shall be documented by the Service Provider and is subject to review and inspection by the GBHWC.

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SUBMITTED BY:

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Organization:

This form shall be submitted in the Proposal Envelope.

XX. FEDERAL GRANT FUND CERTIFICATIONS AND ASSURANCES

Guam Behavioral Health and Wellness Center, Guam
Prevention and Training
Guam Peace Partnership for Success
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds

Federal Grant Fund Certifications and Assurances

Partner/Subrecipient/ Sub Grantee by their signature below certify and assure their compliance with the following:

1. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the organization) certifies to the best of his or her knowledge and belief, that the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the undersigned not be able to provide this certification, an explanation as to why should be set forth in a letter with the letter head of the organization on it and accompany this form in the proposal package.

The undersigned agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. Certification Regarding Drug-Free Workplace Requirements

The undersigned (authorized official signing for the organization) certifies that the organization will, or will continue to, provide a drug-free work-place in accordance with 45 CFR Part 76 by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's work-place and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

d. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

Notice is also required to the government of Guam Department contract designated contact.

3. Certifications Regarding Lobbying

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds.

These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the organization) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are available upon request form GBHWC or via the SAMHSA grant management website, forms.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

The undersigned (authorized official signing for the organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the organization will comply with the U.S. Department of Public Health Service terms and conditions of the grant award that is part of the funding for this procurement.

5. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment,

service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The U.S. Department of Public Health Services strongly encourages all contract grant fund recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. Certification Regarding Non-Discrimination

The undersigned certifies that the organization shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Certification Regarding the Hatch Act

The undersigned certifies that the organization shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and

7. Single Audit Act

7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

The undersigned certifies the organization shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

Certification as to Acknowledgement of Receipt of Notice of Grant Award and Compliance With Terms and Conditions.

8. Notice of Grant Award

The undersigned certifies it has received a copy of the Notice of Grant Award of the federal grant funds that are part of this procurement with its accompanying terms and conditions, and attaches a copy of the Notice of Grant award to this form. The undersigned certifies the organization shall comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the program. (A copy of the Notice of Grant award is available for download at GBHWC PEACE website; <http://www.peaceguam.org>) and is incorporated herein as if fully rewritten.

This form consists of 4 pages and additionally includes a copy of the Notice of Grant Award incorporated herein by reference as if fully re-written.

(Please PRINT and attach a copy of the Notice of Grant Award to the signed form upon its submission).

SUBMITTED BY:

Signature of Authorized Official:

Date:

Name of Authorized Official:

Name of Organization:

This form shall be submitted in the Proposal Envelope.

XXI. GBHWC PROPOSAL SIGNATURE

Form Dev. 08/2014)

GBHWC RFP FORM A

PROPOSAL SIGNATURE FORM

For GBHWC RFP #09-2015

By submitting this proposal, the Offeror certifies that its authorized representative has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

OFFICIAL CONTACT. GBHWC requests that the Offeror designate one person below to receive all documents and the method in which the documents are best delivered. GBHWC is thereby granted permission to contact the official contact named below for all communications. By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information in the proposal is accurate;
2. Offeror accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Offeror certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the Chief Procurement Officer or the Director of Public Works pursuant to Guam Procurement Law.

In compliance with this RFP and with all the conditions imposed herein, the undersigned offers and agrees to provide services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature Form shall be submitted with the Offeror's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative.

NOTE: The Offeror shall inform GBHWC immediately in writing of a change in the designated authorized representative.

NAME AND ADDRESS OF OFFEROR: By my signature, I acknowledge that I have read the instructions and accept all the terms and conditions in the Request for Proposals, and that I am authorized to sign on behalf of the Offeror:

Type or Print Name and Title Signature of Authorized Representative

Name of Offeror: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Type of Organization: [] Individual [] Non-Profit [] Partnership
[] Corporation [] Joint Venture
[] Other(Specify) _____

XXII. GBHWC SUBMISSION OF LICENSES

GBHWC RFP FORM B FORM FOR SUBMITTING ALL LICENSES For GBHWC RFP #09-2015

Please attach copies of all business licenses, permits, fictitious name certificates, certificates of good standing, or any other license, permit or certificate issued to the individual or company, which is applicable to this Request for Proposals. Please indicate the attached documents by checking the applicable boxes:

☐ **Business License**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam:_____

☐ **Fictitious Name Registration**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam:_____

☐ **Certificate of Incorporation**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam:_____

☐ **Federal I.D.#**_____

☐ **Other Attachments. Please indicate:**_____

☐ **Please check here if there are no attachments to this form.**

Authorized Signature:_____Date:_____

XXIII. PROPOSAL TEMPLATE FORM

- Complete and submit the Proposal Template Form that follows.
- Ensure that all required attachments and forms are completed and notarized (when applicable) and included with the proposal.
- Insert one (1) original and three (3) sets of copies in a sealed envelope.



[This page to be placed on envelope of proposal]

GBHWC RFP #09-2015

PROPOSAL

Proposer Name:

Proposer Address:

Time and date of submission:

2. TITLE PAGE

- a. Name of offeror (Organization's Name):

- b. Location of the offeror's principal place of business:
Physical address:

Mailing Address:

- c. Telephone and facsimile numbers and e-mail address
Tel:
Fax:
E-mail address:

3. Table of Contents

Section:	Page Number:
Designations of Contact Person	
Business License, EIN/TIN	
Statement of understanding and willingness	
Background Summary	
Skills, Experience and Service Delivery	
Schedule and Timeline of Activities	
Project Personnel and Community Partners	
Letters of Support, Awards and Certificates	
Reporting Systems	
Disclosure Affidavit, Section V	
Non-Collusion Affidavit, Section VI	
No Gratuities or Kickbacks Affidavit, Section VII	
Ethical Standards Affidavit, Section VIII	
Declaration re Compliance with U.S. DOL Wage Determination (Including Attachment from page 38 to 47), Section IX	
Affidavit re Contingent Fees, Section X	
Civil Rights Requirements, Section XI	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Section XII	
Limited English Proficiency Certification, Section XIII	
Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170, Section XIV	
Certification Regarding Environmental Tobacco Smoke, Section XV	
Compliance with Federal Financial Accountability Transparency Act, Section XVI	
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section XVII	
Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et. al., Section XVIII	

GBHWC Government of Guam – Additional Contractual Terms and Conditions – Cost Reimbursement Contracts, Section XIX	
Federal Grant Fund Certifications and Assurances, Section XX	
GBHWC Proposal Signature, Section XXI	
GBHWC Submission of Licenses, Section XXII	

4. Designations of Contact Person:

- a. Name:
- b. His/her title:
- c. Mailing address:
- d. Contact numbers:
- e. Email address:

5. Business License:

- a. Provide a copy of license or registration as non-profit organization with the Guam Department of Revenue and Taxation.
- b. Federal Employer Identification Number (EIN):
Or
Tax identification number (TIN):

6. Statement of Understanding and willingness:

- a. Statement of Understanding:
- b. Statement of Willingness:

7. Background Summary: (Please refer to III. BACKGROUND AND SERVICES REQUIRED on page 8 and CONTENTS OF THE PROPOSAL on page 19 for more information)

- a. Organization's Vision, Mission, and Purpose:
- b. Population Organization Serves, Structure/Membership, Resources, Partnerships:

8. **Skill, Experience and Service Delivery:** (Please refer to III. BACKGROUND AND SERVICES REQUIRED on page 8 and CONTENTS OF THE PROPOSAL on page 18 for more information)
- a. Organization's Ability to Reach Target Population:
 - b. Organization's Ability and Capacity to Mobilize:
 - c. Organization's Commitment to Prevention:
 - d. Organization's Proposed Process to Accomplish Phase 1. (If the offeror has already accomplished Phase 1, describe the needs assessment process used and include the completed Needs Assessment Report as an attachment)
 - e. Organization's Proposed Process to Accomplish Phase 2:
 - f. Statement of Commitment for Sustainability
 - g. Schedule and Timeline of Activities
9. **Project Personnel and Community Partners:**
- a. Project Leader's background (education and specialized training), skills (abilities and qualifications) and state and community development work experience with similar projects:
 - b. Staff Position Titles/Description of work responsibilities:
 - c. Project Staff Resumes:
 - d. Community Partners – organizations/volunteers:

10. Letters of Support, Award and Certificates

Submit as an attachment to this proposal at least two (2) Letters of Support

11. Reporting System

a. Statement of commitment to abide by the tracking of measures:

b. Tracking of Financial Activities for completion of services contained in Section III:

12. Checklist of all forms that must be attached to this proposal:

- ☐ Notarized Disclosure Affidavit, Section V
- ☐ Notarized Non-Collusion Affidavit, Section VI
- ☐ Notarized No Gratuities or Kickbacks Affidavit, Section VII
- ☐ Notarized Ethical Standards Affidavit, Section VIII
- ☐ Notarized Declaration re Compliance with U.S. DOL Wage Determination (including U.S. DOL Wage Determination attachment: page 38 – 47 of this RFP), Section IX
- ☐ Notarized Affidavit re Contingent Fees, Section X
- ☐ Civil Rights Requirements, Section XI
- ☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Section XII
- ☐ Limited English Proficiency Certification, Section XIII
- ☐ Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170, Section XIV
- ☐ Certification Regarding Environmental Tobacco Smoke, Section XV
- ☐ Compliance with Federal Financial Accountability Transparency Act, Section XVI
- ☐ Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section XVII
- ☐ Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et. al., Section XVIII
- ☐ GBHWC Government of Guam – Additional Contractual Terms and Conditions – Cost Reimbursement Contracts, Section XIX
- ☐ Federal Grant Fund Certifications and Assurances, Section XX
- ☐ GBHWC Proposal Signature, Section XXI
- ☐ GBHWC Submission of Licenses, Section XXII

I certify that this RFP proposal is true and correct. All necessary sections have been completed and attachments included. I certify that all required forms indicated in the checklist above have been notarized and/or signed and are included in this proposal.

Name

Signature and Date

Organization

XXIV. SCHEDULE OF ACTIVITIES – TIMELINE TEMPLATE

ORGANIZATION NAME:

Has the organization ever received PEACE PFS funding for Phase 1 – Needs Assessment and Capacity Building? ☐ Yes ☐ No

Has the organization ever received PEACE PFS funding for Phase 2 – Community Action Plan Development and Continued Capacity Building? ☐ Yes ☐ No

Phase 1: Needs Assessment and Capacity Building (if applicable)

Action Steps (What will you do?)		Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Potential Barriers or Challenges
1	Write action here				
2					
3					
4					
5					

*continue until all steps have been described

Phase 2: Community Action Plan Development and Continued Capacity Building

Action Steps (What will you do?)		Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Potential Barriers or Challenges
1	Write action here				
2					
3					
4					
5					

*continue until all steps have been described

XXV. BUDGET PROPOSAL TEMPLATE FORM

INSTRUCTIONS:

- Complete and submit the Budget Proposal Template Form that follows.
- Insert one (1) original and three (3) sets of copies in another sealed envelope, separate from the Proposal.
- The budget proposal will not be opened unless the offeror's proposal is awarded.
- A sample budget is provided for reference. The Budget Proposal Template Form to be completed begins on page 116.



[This page to be placed on envelope of budget proposal]

GBHWC RFP #09-2015

BUDGET PROPOSAL

Proposer Name:

Proposer Address:

Time and date of submission:

BUDGET PROPOSAL

Budget and Justification

*****SAMPLE*****

The list of budget items below are examples of what can be considered for inclusion in the budget. Please develop a budget specific to the offeror's proposal.

Category		Rate	Phase 1 (if applicable)	Phase 2
A. Personnel				
	[insert title, name, number of work hours per week]	\$ annually or hourly rate \$ x hours/week x weeks	\$	\$
		Total Personnel	\$	\$
B. Benefits			\$	\$
	FICA or other	Rate or cost	\$	\$
		Total Benefits	\$	\$
C. Travel				
	[insert location, name of event to be attended, dates, number of travelers]	Cost of airfare, lodging and/or per diem + cost of conference/event/training fees x number of travelers	\$	\$
		Total Travel	\$	\$
D. Supplies, Equipment, and Other				
	General office supplies	Monthly rate x months	\$	\$
	Equipment	Unit cost x quantity	\$	\$
	Supplies and resources for organization meetings or other activities	Monthly rate x months	\$	\$
	Ground transportation and fuel costs	Monthly rate x months	\$	\$
	Incentives	Unit cost x participants	\$	\$
		Total Supplies, Equipment, and Other	\$	\$
E. Contractual				
	[insert training/event name, number of days, dates, location, number of participants]	Cost per individual x number of individuals x days	\$	\$
	[insert cost of duplicating resources, number of copies]	Cost per copy x number of copies	\$	\$
		Total Contractual	\$	\$
TOTAL PROPOSED BUDGET			\$	\$

BUDGET PROPOSAL
Budget and Justification

Organization Name:

Address:

*****NOTICE: Offerors submitting proposals to this RFP must begin with either Phase 1 (Conducting of a Needs Assessment) or Phase 2 (Community Action Plan development) in order to be considered. GBHWC cannot provide duplicative awards to the same organization for the completion of the same deliverable. This RFP is not for offerors who have already received PEACE PFS funds for and accomplished both Phase 1 and Phase 2.**

Has the organization ever received PEACE PFS funding for Phase 1 – Needs Assessment and Capacity Building?	<input type="checkbox"/> Yes <input type="checkbox"/> No
------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

Has the organization ever received PEACE PFS funding for Phase 2 – Community Action Plan Development and Continued Capacity Building?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

This organization is applying for PEACE PFS for: (CHECK ALL THAT APPLY)	<input type="checkbox"/> Phase 1 – Needs Assessment Work <input type="checkbox"/> Phase 2 – Community Action Plan Development
----------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

I certify that the following RFP budget proposal and justification is true and correct. All budget line items are necessary for the accomplishment of the scope of work and are sufficiently justified in the budget justification section that follows.

Name

Signature and Date

Organization

Category	Rate	Phase 1 (if applicable)	Phase 2
A. Personnel			
		\$	\$
		\$	\$
Total Personnel		\$	\$
B. Benefits		\$	\$
		\$	\$
Total Benefits		\$	\$
C. Travel			
		\$	\$
Total Travel		\$	\$
D. Supplies, Equipment, and Other			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Supplies, Equipment, and Other		\$	\$
E. Contractual			
		\$	\$
		\$	\$
		\$	\$
Total Contractual		\$	\$
TOTAL PROPOSED BUDGET		\$	\$

BUDGET JUSTIFICATION

A. Personnel:

Please describe the role and responsibilities of each position:

B. Fringe Benefits:

Please describe and justify fringe benefits requested:

C. Travel:

Please describe and justify travel funds requested

D. Supplies, Equipment and Other:

Please describe and justify supplies, equipment and other budget items requested

E. Contractual:

Please describe what each contractual budget items will accomplish and how it relates to the overall project.

XXVI. REGISTRATION FORM



REQUEST FOR PROPOSALS
GBHWC RFP #09-2015



Invitation to non- profit organizations to apply for PREVENTION EDUCATION AND COMMUNITY EMPOWERMENT (PEACE) PARTNERSHIPS FOR SUCCESS funds to conduct the Strategic Prevention Framework Process

REGISTRATION FORM

The individual, firm, entity or organization identified below is an interested party, and/or "potential Offeror" to the GBHWC RFP #09-2015 and will receive changes, amendments, inquiries, and/or related correspondence in accordance with the Guam Procurement Regulations. However, GBHWC will not be liable for failure to provide notice to any party who did not register accurate and current contact information.

Name of Organization or Individual:

Time/Date/Signature:

Contact Mailing Address:

Facsimile Number(s):

Point of Contact (POC) of Official Representative:

POC Contact Number(s) Tel: Fax:

Email Address:

GBHWC ACKNOWLEDGEMENT

Print name: Time & Date:

Signature

SPECIAL REQUEST OR REMARK:

For those reviewing this proposal from the website, this registration form can be dropped off at 790 Governor Carlos G. Camacho Road, Tamuning, Guam, during weekdays, except Holidays and weekends, faxed at 671-477-9076 or emailed to maelei.sampson@gbhwc. guam.gov.

XXVII. ATTACHMENTS: SAMPLE PROGRAM FORMS

The following forms are sample program forms to be used by PEACE PFS Sub-recipients that are awarded a contract under this RFP. They are provided for information only and are not required to be completed and/or submitted with the offeror's proposal.

Attachment A: Needs Assessment Report Template – Deliverable for Phase 1

Partnerships for Success (PFS) Needs Assessment Report

ORGANIZATION

Name

Indicator data

Place an "x" next to the substances that your organization decide to look into:

Yes No

Tobacco use in youth

Tobacco use in adults

Alcohol use (underage drinking) in youth (12 to 20 years old)

Alcohol abuse (problem drinking) among adults

METHODOLOGY

What tool(s) (surveys, focus groups) did your organization decide to use to assess your population:

Please attach a copy of the final survey(s) or final discussion guideline(s) for the focus group(s).

What was the targeted group (age, gender, ethnicity) for the survey and/or focus group:

When, where, how was the survey or focus group conducted and how was informed consent obtained?

RESULTS

How many surveys or focus groups were completed?

If available, how many survey(s) were passed out?

Who completed the surveys or attended the focus groups:

By Gender (numbers completed and percentage) =

By Ethnicity (numbers completed and percentage) =

By Age Groups (numbers completed and percentage) =

If applicable, by School Grades (numbers completed and percentage) =

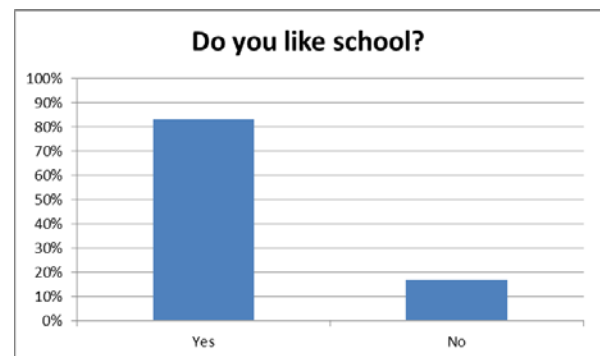
For Surveys Only:

What were the results of your survey? For each question in the survey, what was the total number/percent of responses:

For example:

Do you like school?

Row Labels	Count of number	Percent
Yes	43	83%
No	9	17%
Grand Total	52	100%



Questions of interest can also be further broken down by gender or age group. For example:

Do you like school?

Gender	Yes	No	Total
Male	20 (87%)	3 (13%)	23 (100%)
Female	23 (79%)	6 (21%)	28 (100%)
Grand Total	43 (83%)	9 (17%)	52 (100%)

For Focus Groups Only:

For each focus group and each question asked, list the responses from the individuals that participated in the survey.

Focus group 1:

Who attended this group? How many males/females, age group, ethnicities:

Question 1:

Responses:

Question 2:

Responses:

Question 3:

Responses:

(continue above until all questions have been listed for Focus Group 1)

Focus Group 2:

Who attended this group? How many males/females, age group, ethnicities:

Question 1:

Responses:

Question 2:

Responses:

Question 3:

Responses:

(continue above until all questions have been listed for Focus Group 2)

(Continue like above until all focus groups have been discussed)

DISCUSSION:

Based on the results described above:

What were the main points that came out of the survey or themes that came out of the focus groups?
(i.e. Majority (85%) of respondents agreed that alcohol is an issue in their community.)

What did you discover about the population you serve?
(strengths, limitations/obstacles, etc.)

CONCLUSION:

What other things did you learn from meetings, discussions with partners, leaders, and stakeholders, or other sources that agrees or disagrees with what you found out in your survey?

How can you use what you learned to help the people you serve?

What other things would you need to learn about your people, about your organization, or about yourselves to improve your planning and/or services?

Are there any other comments you would like to make in regards to your organization's initial needs assessment or capacity building? For example, what other trainings or resources do you need?

Attachment B: Invoice Template For Use During Phase 1 and Phase 2

"ORGANIZATION NAME"

Invoice No. _____

INVOICE

BILL TO:

NAME: Guam Behavioral Health and Wellness Center
PEACE Partnerships for Success Project
ADDRESS: 790 Gov. Carlos G. Camacho Road
Tamuning, Guam 96913
PHONE: 671-477-9079-81 Fax: 671-477-9076

DATE: _____

PO #: _____

PERIOD: _____

DESCRIPTION OF SERVICES PROVIDED	TOTAL COST

**GRAND
TOTAL** _____

I CERTIFY THIS INVOICE TO BE TRUE & CORRECT; THAT
SERVICES HAVE BEEN PROVIDED FOR THE PERIOD
INDICATED; AND THAT PAYMENT IS NOW DUE.

(Print Name and Sign Above)

DATE: _____

Approved by:

M. Grace Lapid Rosadino, MPA

Acting Prevention & Training Supervisor, Clinical Services Division
Guam Behavioral Health and Wellness Center

Attachment C: Monthly Report Template For Use During Phase 1



PEACE SUB-RECIPIENTS MONTHLY PROGRESS REPORT

Instructions

Please use this form to report what your organization accomplished during each reported month. Each month's report is **due by the 10th day of the month following** (for example Monthly Progress Report for May 1-31, 2014 is due June 10, 2014).

The monthly report is divided into the following sections:

Sections A-B ask for updated information about your organization

Section C asks about your progress in completing the Scope of Work to include describing how your organization ensured cultural competence as you conducted your Needs Assessment and Capacity Building.

Section D asks for additional comments (or concerns) that will help the PEACE staff to improve our Partnership with your organization.

Your Project Director/Coordinator must use this MS Word template to complete and submit each monthly report via e-mail to Grace Rosadino at marygrace.rosadino@gbhwc.guam.gov

If you have any questions, please contact the PEACE Staff at 477-9079 thru 9082.

SECTION A – SUB-RECIPIENT INFORMATION

Organization's Vendor Number (8 digits number):

Name of Your Organization:

Phone Number:

Mailing Address:

Name of Person Completing Form:

Title:

Work Phone Number:

Email Address:

Fax Number:

Reporting Period (Month/Day/Year): From to

Date Report Submitted (Month/Day/Year):

SECTION B – ORGANIZATION'S STAFF

Name	Title	% of Time on PFS Work

Was there a loss of any key staff since last reporting period? Yes ☐ No ☐

Was there any newly hired staff during this reporting period? Yes ☐ No ☐

If yes to the above questions, please complete the Section B Chart – Organization's Staff.

Please include with this report a copy of the Agenda, Sign-In Sheets and Minutes for meetings your organization held during this reporting period.

SECTION C – PROGRESS CONDUCTING NEEDS ASSESSMENT AND CAPACITY BUILDING

Report your **accomplishments** (and any problems faced) **during this reporting period**.

Describe accomplishments/challenges by providing the following:

- a. Describe **who** (target populations (demographic), partners and stakeholders), **what, when, where, how and why**
- b. Attach supporting documents (e.g. agenda, sign-in sheet); Describe how activities/services addressed cultural competence (being respectful and responsive to the health beliefs, practices, and cultural and linguistic needs of diverse people and groups).

PHASES I & II

SPF Step 1 – Needs Assessment

Profile population needs, organization's resources, and readiness to address prevention and selected pillars.

As applicable, think about the following questions:

- *How will you measure and document your organization's assets and resources?*
- *How are you measuring your staff's and community's training needs?*
- *Is your organization and staff ready to address prevention in your community? What else does your organization, staff, and community need to be ready?*
- *Has your organization decided to address alcohol use in youth or young adults and/or tobacco use in youth or adults? How did your organization come up with your decision?*
- *How will you ask your community members about what factors they think contribute to (or can prevent) the selected substance use priority problems in their home, school, work and/or community?*

1. **Describe** the **work** you have done during this reporting period by answering the questions above.

2. Include results of any data-collection efforts during the month by providing the following:

- a. A brief description of the data-collection tool (e.g. survey, focus group, etc.)
- b. Procedures for data gathering
- c. Summary of results in matrix form
- d. Tool –attachment (e.g. survey instrument)

3. Please **describe** any challenges you faced during this reporting period related to Step 1 - Needs Assessment.

SPF Step 2 – Capacity Building

Mobilize and/or build capacity to address needs

As applicable, think about the following questions:

- *How are you bringing leaders and stakeholders together?*
- *What are you doing to get your community involved and maintain their involvement?*
- *What trainings have you conducted or attended? Who participated in the trainings? What other trainings does your organization or your community need?*
- *What other resources do you think your community or organization needs? What are you doing or will be doing to obtain these resources (such as partnering with other organizations to share resources)?*

1. **Describe** the **work** you have done during this reporting period by answering the questions above.
2. **Describe** any challenges you faced during this reporting period related to Step 2 - Capacity Building.
3. How else can the PEACE staff assist your organization and your members build prevention skills?

EVALUATION OF YOUR ACTIVITIES IN NEEDS ASSESSMENT AND CAPACITY BUILDING:

As appropriate, think about the following questions:

- *Monitor and evaluate all activities – How do you know you are reaching the target audience?*
- *Collect and report process measures using GBHWC and National Cross-site Evaluation templates (i.e. number of people who attend trainings/meetings, where do they live, what are their ages, what are their ethnicities)?*
- *Ensure service delivery quality - Satisfaction surveys conducted after trainings or other ways (feedback) to know that the trainings are effective.*
- *Identify successes - What have you done well?*
- *Encourage needed improvement – What areas need improvement?*
- *Accomplishing targeted activities – Were you able to conduct all you said you will conduct?*

1. **Describe** what you accomplished **during this reporting period** related to the questions above.

Include results of any data collection tool carried out during the month by providing the following:

- a. A brief description of the evaluation tool (e.g. satisfaction survey)
- b. Procedures for data gathering (was the satisfaction survey given at the end of each training?)
- c. Summary of evaluation results in matrix form
- d. Tool – attachment (e.g. satisfaction survey instrument)

2. **Describe** the challenges you faced **during this reporting** period related to the questions above.

SECTION D – COMMENTS & SUGGESTIONS

Please add comments or suggestions:

Use the following checklist to identify the supporting documents you have attached with this monthly report?

- ☐ Meeting Agenda, Sign-In Sheets and Minutes
- ☐ Training Agenda and Copies of Certificates of Completion
- ☐ Staffing Pattern Form
- ☐ Tools and documents templates used in accomplishing the SPF steps
- ☐ Media articles and productions

Please take a few minutes to review the report to make sure you have answered all questions that apply to you.

Thank you for completing and submitting this report!

Attachment D: Community Action Plan Template – Deliverable for Phase 2

[Place organization logo here]



PEACE Partnerships for Success **[insert Organization Name]** **Community Action Plan, 2015-2018**

Produced [insert date]

Organization Name

Address

City, Guam

Tel: (671) xxx-xxxx

Fax: (671) xxx-xxxx

This Community Action Plan was produced in partnership with Guam Behavioral Health and Wellness Center, Prevention and Training Branch. Funding made possible by the Partnerships for Success Grant # 1U79SP020157 from the Substance Abuse and Mental Health Services Administration (SAMHSA). The views expressed here do not necessarily reflect the views, opinions or policies of SAMHSA, nor does mention of trade names, commercial practices or organizations imply endorsement by the U.S. Government.

INTRODUCTION and BACKGROUND

1. [insert organization name]'s Community:

- *Introduce your organization.*
- *Describe the organization's reach, who its serves (demographics, location).*

2. Resources, Partnerships and Collaborations:

- *Structure, resources (staff, volunteers, in-kind support, trainings completed, office, equipment, etc.), memberships, partners, funding sources.*

3. The Planning Process:

Describe how the organization developed this plan

- *Did you conduct stakeholders' meetings?*
- *Who was represented? Who provided input? How were community members involved?*
- *How were decisions made?*

4. Needs Assessment Summary:

- *What priority(ies) did your organization choose to address?*
- *How was/were the priority(ies) selected?*
- *What are the risk and protective factors identified in your community?*
- *Which risk and protective factors will you address?*
- *How were the risk and protective factors prioritized/selected?*

[insert organization's name]'s Vision for PEACE Partnerships for Success

1. Our Vision:

- *What is your community's dream? What would success look like, and for whom?*
- *Example: Guam's Vision for PEACE is: 'An island community empowered and committed to making informed decisions and choices towards a healthier (mental, physical, spiritual) future for themselves and others on Guam'*

2. Our Mission:

- *The mission states what the organization commits to do and why it is important in fulfilling the shared vision*
- *Example: Guam's Mission for PEACE is 'to establish and implement culturally appropriate and sustainable prevention and early intervention policies, programs and practices that are responsive to the needs of the people of Guam and that are proven to effect positive behavioral health changes.'*

3. Our PEACE Pillars for Success Priority(ies):

THE PLAN OF ACTIONS

- 1. What strategies/interventions will be implemented to accomplish the PEACE Pillars for Success and your goals and objectives?
What will you do step by step to implement your strategies and/or programs?**

To complete the following matrix:

- 1) *Define goals (What is the consumption/ consequence (problem) to be changed?).*
- 2) *Define objectives.*
- 3) *Select strategies, complete the application form (Appendix A) and the logic model to test the fit (Appendix B).*
- 4) *Complete other requested information in the matrix below.*
- 5) *Please modify the matrix as needed based on the numbers of goals and objectives you have identified. You can copy and paste the template below if you need more rows, you can also delete as needed.*

GOAL 1: TO _____

OBJECTIVE 1: To _____ by 2018							
Strategies/Action Steps (What will you do?) Action Step #		Which Pillars for Success Strategy does this address?	Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Needed Resources and Support	Potential Barriers or Challenges
1.1.1	Write strategy/action here						
1.1.2							

OBJECTIVE 2: To _____ by 2018							
Strategies/Action Steps (What will you do?) Action Step #		Which Pillars for Success Strategy does this address?	Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Needed Resources and Support	Potential Barriers or Challenges
1.2.1							
1.2.2							

GOAL 2: TO _____

OBJECTIVE 1: To _____ by 2018							
Strategies/Action Steps (What will you do?) Action Step #		Which Pillars for Success Strategy does this address?	Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Needed Resources and Support	Potential Barriers or Challenges
2.1.1	Write strategy/action here						
2.1.2							

OBJECTIVE 2: To _____ by 2018							
Strategies/Action Steps (What will you do?) Action Step #		Which Pillars for Success Strategy does this address?	Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Needed Resources and Support	Potential Barriers or Challenges
2.2.1							

2.2.2							
-------	--	--	--	--	--	--	--

GOAL 3: TO _____

OBJECTIVE 1: To _____ by 2018							
Strategies/Action Steps (What will you do?) Action Step #		Which Pillars for Success Strategy does this address?	Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Needed Resources and Support	Potential Barriers or Challenges
3.1.1	Write strategy/action here						
3.1.2							

OBJECTIVE 2: To _____ by 2018							
Strategies/Action Steps (What will you do?) Action Step #		Which Pillars for Success Strategy does this address?	Who is responsible?	Timeline: When will it be done?	Available Resources and Support	Needed Resources and Support	Potential Barriers or Challenges
3.2.1							
3.2.2							

2. Adherence to National Standards for Culturally and Linguistically Appropriate Services (CLAS)

- *Please refer to Appendix C to review CLAS Standards, information is also available on <https://www.thinkculturalhealth.hhs.gov/pdfs/EnhancedNationalCLASStandards.pdf>*
- *How will you ensure that the strategies/interventions your organization implements will be culturally and linguistically competent to your target audience whether it's ethnicity, age, gender, etc.?*
- *How will you incorporate Culturally and Linguistically Appropriate Services in your organization's structure and policies and procedures?*

3. Communication Plan

Please attach the communication plan developed through the Strategic Health Communication training. Note that the Communication Plan must also address the goals and objectives that were identified on the Plan of Actions matrix.

4. Sustainability

What are your plans to sustain your strategies/interventions?

EVALUATION

Please consider the following questions:

- How will your organization and community know that the strategies/interventions implemented accomplish your goals and objectives?
- How will know what works and does not work? What to change, to keep or strengthen?
- What outcomes do you expect to see if the strategy is effective?
- How do you intend to measure the success of the strategy?

1. PROCESS

EVALUATION INDICATORS AND DATA SOURCES				
PROCESS - What should you see to know these strategies were implemented well?				
	Indicators What measure will tell us what we want to know?	Data sources/Method Where/How will the data be collected?	Frequency When will the data be collected?	Who is responsible?
Target population	<p>Number of active collaborators/partners supporting the sub-recipient's comprehensive prevention approach.</p> <p>Number of people reached by IOM category (universal, selected, indicated) and demographic group.</p>			
Activities and Interventions	<p>Number of evidence-based programs, policies, and/or practices implemented by sub-recipients.</p> <p>Number of prevention activities at the sub-recipient level that are supported by collaboration and leveraging of funding streams.</p>			

EVALUATION INDICATORS AND DATA SOURCES				
PROCESS - What should you see to know these strategies were implemented well?				
	Indicators What measure will tell us what we want to know?	Data sources/Method Where/How will the data be collected?	Frequency When will the data be collected?	Who is responsible?
Increased Access to Services	Number of culturally competent evidence-based programs offering prevention or cessation services for tobacco and alcohol.	Needs Assessment Report and updates (Progress reports)		
Increased Access to Services	Number of persons served by age, gender, race and ethnicity in various settings.	Instruments developed by Evaluator/SEOW for each setting- specific activity: registration form, sign-up sheets.	On-going, at every activity	

2. OUTCOMES

EVALUATION INDICATORS AND DATA SOURCES				
OUTCOMES - What are the indicators of progress on targeted objectives?				
	Indicators What measure will tell us what we want to know?	Data sources/Method Where/How will the data be collected?	Frequency When will the data be collected?	Who is responsible?

APPENDIX A: STRATEGY APPLICATION FORM

The strategy/program must be appropriate for your target population and address the risk and protective factors that your organization chose to address. Your strategy/program should relate directly to these factors, this can be checked by completing the logic model to test the fit on Appendix B.

Remember that the strategies and/or programs that your coalitions select to implement must be evidence-based – meaning there is research and evidence to demonstrate that the strategy or program is effective.

Currently, there are 3 levels of “evidence” recognized by the SAMHSA/Center for Substance Abuse Prevention, available online at <http://store.samhsa.gov/shin/content//SMA09-4205/SMA09-4205.pdf> or request an electronic or hard copy with the PEACE office.

- A. The strategy/program is listed on a **federal registry**.
- B. The strategy/program reported in a **peer-reviewed journal**.
- C. The strategy/program has **documented effectiveness** meaning:
 - The intervention is based on a theory of change that is documented in a clear logic or conceptual model; **and**
 - The intervention is similar in content and structure to interventions that appear in registries and/or the peer-reviewed literature; **and**
 - The intervention is supported by documentation that it has been effectively implemented in the past, and multiple times, in a manner attentive to scientific standards of evidence and with results that show a consistent pattern of credible and positive effects; **and**
 - The intervention is reviewed and deemed appropriate by a panel of informed prevention experts.

Information on Risk and Protective Factors can be found in the Substance Abuse Prevention Skills (SAPST) Training Manual, as well as online at http://captus.samhsa.gov/sites/default/files/capt_resource/capt_behavioral_health_fact_sheets_2012_2.pdf - adobe acrobat pro.pdf

And

<http://captus.samhsa.gov/access-resources/developmental-competencies-and-associated-risk-protective-factors-context>

Printed copy can also be made available, please inquire with a PEACE PFS Staff,

PLEASE COMPLETE ONE FORM FOR EACH STRATEGY SELECTED FOR IMPLEMENTATION.

1. Strategy Name:

2. What type of prevention approach is the proposed strategy? (Check all that apply)

Information Dissemination ☐ Prevention Education ☐ Alternative Activities ☐
Community-based Processes ☐ Environmental Approaches ☐ Problem Identification & Referral ☐

3. Describe why this strategy can be expected to achieve your organizations goals and objectives.

4. Based on the theory of this strategy, describe how the strategy can be expected to achieve our organizations goals and objectives.

Method

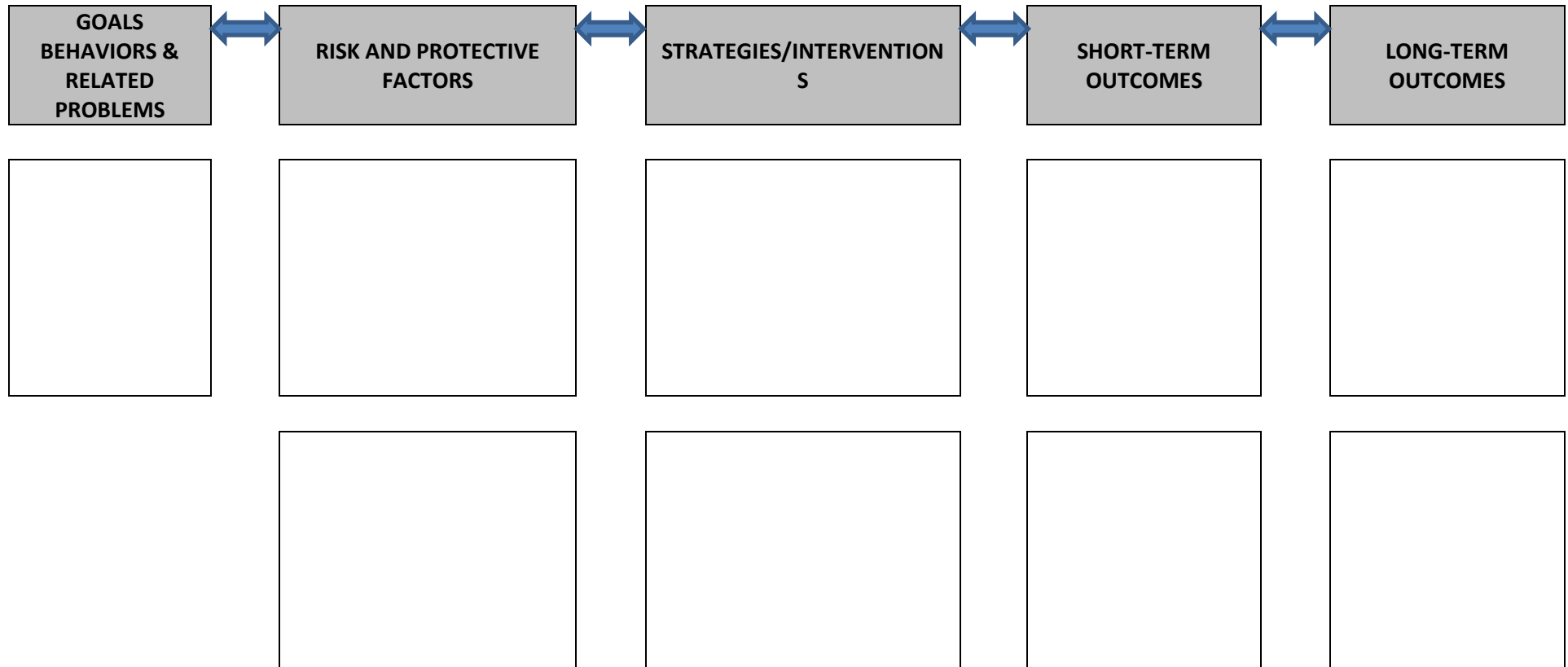
5. Describe the reach, frequency/intensity, duration of activities, practices, and products used by the strategy.

6. Will the lead person responsible for the strategy receive training on how to implement the strategy effectively? If yes, please describe in detail.

7. Provide materials to support the selection of this strategy, such as:

- ☐ Documentation that shows positive results through evaluation.
Document results must show evidence of effectiveness and be generated from similar or related interventions that indicate effectiveness.
- ☐ Syllabus, outline, and/or curriculum
- ☐ If strategy does not have curriculum or syllabus, please include a copy of the strategy's implementation plan or procedure.
- ☐ Evaluation and tracking tools

APPENDIX B: LOGIC MODEL TO [insert here, e.g. Reduce Youth Tobacco Use]



To complete the logic model, insert:

- 1) Goals/ Behaviors & Related Problems: What is the consumption/ consequence (problem) to be changed?.
- 2) Risk and Protective Factors: What risk factors are driving or contributing to the problem? What protecting factors are protecting from the problem?
- 3) Strategies/Interventions: What strategies or programs do you want to implement that address the risk and protective factors?
- 4) Short-term Outcomes: What should you see to know these strategies were implemented well? What are the indicators of progress on targeted objectives?
- 5) Long-term Outcomes: What are the indicators of progress on targeted Goals?
- 6) Please complete one logic model per Goal/Behaviors and related problems and per youth and adult population. For example if your organization addresses alcohol and tobacco among the youth, you will have one logic model for alcohol and another for tobacco among youth.

To further determine if the strategy you plan to use is a good fit, ask yourself the following questions:

Vision, Mission, Goals, Objectives

- A. Does this strategy fit your vision and mission?
- B. Does the strategy fit the values of the community?
- C. Does the strategy address PEACE PFS Pillars for Success?
- D. Is the strategy compatible with your current focus?

Implementation and Sustainability Capacity

- E. Does your community have the human resources to implement the strategy?
- F. Does your community have the material resources to implement the strategy?
- G. Does your community have the appropriate funding to implement the strategy?
- H. Can you implement the strategy in the manner it was designed?
- I. Does the strategy take into account the stage of readiness of the community and target population?
- J. Will your organization and community be able to sustain the effort and anticipated positive changes?

Cultural Relevance/National CLAS Standards

- K. Is the strategy appropriate for the communities existing practices?
- L. Is the strategy appropriate for the culture and characteristics of the community being served?
- M. Does the strategy take into account the community's values and traditions that affect how its citizens and the targeted group regard health promotion issues?
- N. Has the strategy shown positive results in communities with similar cultural background and values?

Evidence-based Effectiveness

- O. Is the strategy based on a well-defined theory or model?
- P. Is there documented evidence of effectiveness?
- Q. Have the results been replicated successfully by different researchers/providers?
- R. Has the strategy been shown to be effective for risk factors similar to those you will address?

If you answered **no** to any of the questions, think about how to overcome these barriers. Taking the proposed strategies through the logic model process to test the fit will help you identify whether the strategy targets the outcome desired, whether you need to combine multiple strategies to reach the intended outcome, or whether you should consider a different strategy.

APPENDIX C: NATIONAL CLAS STANDARDS

Please attached PDF document. The file is also accessible on

<https://www.thinkculturalhealth.hhs.gov/pdfs/EnhancedNationalCLASStandards.pdf>

Attachment E: Bi-Monthly Report Template For Use During Phase 2



PEACE SUB-RECIPIENTS BI-MONTHLY PROGRESS REPORT

Instructions

Please use this form to report what your organization accomplished during each reporting period. Each report is **due by the 10th day of the period following** (for example Monthly Progress Report for March-April 2015 is due May 10, 2015).

The monthly report is divided into the following sections:

Sections A-B ask for updated information about your organization

Section C asks about your progress in completing the Scope of Work to include describing how your organization ensured cultural competence as you conducted your Needs Assessment and Capacity Building.

Section D asks for additional comments (or concerns) that will help the PEACE staff to improve our Partnership with your organization.

Your Project Director/Coordinator must use this MS Word template to complete and submit each monthly report via e-mail to Grace Rosadino at marygrace.rosadino@gbhwc.guam.gov

If you have any questions, please contact the PEACE Staff at 477-9079 thru 9082.

SECTION A – SUB-RECIPIENT INFORMATION

Organization's Vendor Number (8 digits number):

Name of Your Organization:

Phone Number:

Mailing Address:

Name of Person Completing Form:

Title:

Work Phone Number:

Email Address:

Fax Number:

Reporting Period (Month/Day/Year): From to

Date Report Submitted (Month/Day/Year):

SECTION B – ORGANIZATION'S STAFF

Name	Title	% of Time on PFS Work

Was there a loss of any key staff since last reporting period? Yes ☐ No ☐

Was there any newly hired staff during this reporting period? Yes ☐ No ☐

If yes to the above questions, please complete the Section B Chart – Organization's Staff.

Please include with this report a copy of the Agenda, Sign-In Sheets and Minutes for meetings your organization held during this reporting period.

SECTION C – PROGRESS CONDUCTING NEEDS ASSESSMENT, CAPACITY BUILDING AND PLANNING

Report your **accomplishments** (and any problems faced) **during this reporting period**.

Describe accomplishments/challenges by providing the following:

- c. Describe **who** (target populations (demographic), partners and stakeholders), **what, when, where, how and why**
- d. Attach supporting documents (e.g. agenda, sign-in sheet); Describe how activities/services addressed cultural competence (being respectful and responsive to the health beliefs, practices, and cultural and linguistic needs of diverse people and groups).

SPF Step 1 – Needs Assessment

Profile population needs, organization's resources, and readiness to address prevention and selected pillars.

As applicable, think about the following questions:

- *How will you measure and document your organization's assets and resources?*
- *How are you measuring your staff's and community's training needs?*
- *Is your organization and staff ready to address prevention in your community? What else does your organization, staff, and community need to be ready?*
- *Has your organization decided to address alcohol use in youth or young adults and/or tobacco use in youth or adults? How did your organization come up with your decision?*
- *How will you ask your community members about what factors they think contribute to (or can prevent) the selected substance use priority problems in their home, school, work and/or community?*

1. **Describe** the **work** you have done during this reporting period by answering the questions above.

2. Include results of any data-collection efforts during the month by providing the following:

- e. A brief description of the data-collection tool (e.g. survey, focus group, etc.)
- f. Procedures for data gathering
- g. Summary of results in matrix form
- h. Tool –attachment (e.g. survey instrument)

3. Please **describe** any challenges you faced during this reporting period related to Step 1 - Needs Assessment.

SPF Step 2 – Capacity Building

Mobilize and/or build capacity to address needs

As applicable, think about the following questions:

- *How are you bringing leaders and stakeholders together?*
- *What are you doing to get your community involved and maintain their involvement?*
- *What trainings have you conducted or attended? Who participated in the trainings? What other trainings does your organization or your community need?*
- *What other resources do you think your community or organization needs? What are you doing or will be doing to obtain these resources (such as partnering with other organizations to share resources)?*

2. **Describe** the **work** you have done during this reporting period by answering the questions above.

2. **Describe** any challenges you faced during this reporting period related to Step 2 - Capacity Building.

3. How else can the PEACE staff assist your organization and your members build prevention skills?

SPF Step 3 – Planning

Develop a Community Action Plan

As applicable, think about the following questions:

- *How are you using the Needs Assessment finding to develop the plan?*
- *What risk and protective factors will you address? How did you prioritize them?*
- *What are you doing to get your community involved in the development of the Community Action Plan?*
- *Did you organization and stakeholders develop a vision, mission, goal and objectives?*
- *How are your stakeholders involved in selecting culturally appropriate evidence-based strategies (policies, practices or programs)?*
- *Who provided feedback to the Community Action Plan?*
- *How will adjustment be made and included your organization's planning?*
- *Who else may need to be involved?*

3. **Describe** the **work** you have done during this reporting period by answering the questions above.

4. **Describe** any challenges you faced during this reporting period related to Step 3 - Planning.

3. How else can the PEACE staff assist your organization and your members in developing a Community Action Plan?

EVALUATION OF YOUR ACTIVITIES IN NEEDS ASSESSMENT AND CAPACITY BUILDING:

As appropriate, think about the following questions:

- *Monitor and evaluate all activities – How do you know you are reaching the target audience?*
- *Collect and report process measures using GBHWC and National Cross-site Evaluation templates (i.e. number of people who attend trainings/meetings, where do they live, what are their ages, what are their ethnicities)?*
- *Ensure service delivery quality - Satisfaction surveys conducted after trainings or other ways (feedback) to know that the trainings are effective.*
- *Identify successes - What have you done well?*
- *Encourage needed improvement – What areas need improvement?*
- *Accomplishing targeted activities – Were you able to conduct all you said you will conduct?*

1. **Describe** what you accomplished **during this reporting period** related to the questions above.

Include results of any data collection tool carried out during the month by providing the following:

- e. A brief description of the evaluation tool (e.g. satisfaction survey)
- f. Procedures for data gathering (was the satisfaction survey given at the end of each training?)

- g. Summary of evaluation results in matrix form
- h. Tool – attachment (e.g. satisfaction survey instrument)

2. **Describe** the challenges you faced **during this reporting** period related to the questions above.

SECTION D – COMMENTS & SUGGESTIONS

Please add comments or suggestions:

Use the following checklist to identify the supporting documents you have attached with this monthly report?

- ☐ Meeting Agenda, Sign-In Sheets and Minutes
- ☐ Training Agenda and Copies of Certificates of Completion
- ☐ Staffing Pattern Form
- ☐ Tools and documents templates used in accomplishing the SPF steps
- ☐ Media articles and productions

Please take a few minutes to review the report to make sure you have answered all questions that apply to you.

Thank you for completing and submitting this report!