



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
(Formerly Department of Mental Health and Substance Abuse)
Healing Hearts Crisis Center

Request for Proposals

GBHWC RFP 01-2017

Medical Consultant for Healing Hearts Crisis Center
(Funded by FY 2015 Forensic Medical Examination
of Sexual Assault Project

Bureau of Statistics and Plans for the U.S. Department of Justice,
Office of Justice Programs FY 2010 and FY 2011
Edward Byrne Justice Assistance Grant, #2010-DJ-BX-0030
and #2011-DJ-BX-2166, respectively

Issue Date: August 14 2017



PUBLIC NOTICE
REQUEST FOR PROPOSAL
**Professional Services for General Medical and
Consulting Services for Victims of Sexual Assault and/or Abuse**
(GBHWC RFP 01-2017)

Guam Behavioral Health and Wellness Center (GBHWC), formerly Department of Mental Health and Substance Abuse, is soliciting proposals from private, public, for-profit or non-profit organizations, companies or individuals interested in providing general medical services to the GBHWC Healing Hearts Crisis Center that will include immediate assessment, diagnosis, treatment, evaluation and on-going consultation services for victims of sexual assault and/or abuse regardless of age, gender, ethnicity or disability.

Request for Proposal (RFP) packages are available for public inspection at www.gbhwg.guam.gov or a hard copy is available for pickup at the Director's Office, GBHWC located on the First Floor, 790 Governor Carlos G. Camacho Road, Tamuning, Guam during the weekdays except holidays and between 8:30 A.M. to 4:30 P.M. GBHWC requires that prospective Offerors register with GBHWC to ensure that they receive notices regarding any changes or updates to the RFP. Official communications, clarifications and amendments to the RFP will be sent to all registered prospective Offerors. A registration form is provided with the RFP as Form A.1. GBHWC will not be liable for failure to provide notice to any Offeror that does not register contact information.

Questions regarding this RFP should be written and addressed to GBHWC Director through U.S. Mail, hand delivery, or facsimile (671) 649-6948 by 4:30 P.M. Friday, August 18, 2017. All correspondence will be recorded, considered confidential, and timely responded to in the form of an answer or amendment, whichever is applicable in accordance with Guam Procurement Regulations. **Electronic mail (email) is not acceptable.**

The DEADLINE FOR RECEIPT OF PROPOSALS is no later than 4:30 P.M. Chamorro Standard Time, MONDAY AUGUST 28, 2017. All proposals must be submitted only via U.S. Mail, courier, or hand delivery and must be addressed to the Director, Guam Behavioral Health and Wellness Center. **Electronic mail (email) is not acceptable.**

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

For special accommodations, call the Director's Office at (671) 647-1901.

REY M. VEGA
Director

Paid with GovGuam Local Funds

TABLE OF CONTENTS

RFP 01-2017

	Cover Page	1
	Public Notice	2
	Table of Contents	3-4
SECTION I	GENERAL INFORMATION	5-13
A	Overview	5
B	Background	5
C	Applicability of Guam Procurement Law	6
D	All Parties to Act in Good Faith	7
E	Liability for Costs to Prepare Proposal	7
F	Registration of Interested Parties	7
G	Licenses	7
H	Non-Resident Tax Withholding	7
I	Debarment, Suspension and Ineligibility	8
J	Prohibition Against Employment of Sex Offenders	8
K.1	Affidavit re Disclosing Ownership and Commissions	8
K.2	Affidavit re Non-Collusion	8
K.3	Affidavit re No Gratuities or Kickbacks	9
K.4	Affidavit re Ethical Standards	9
K.5	Declaration re Compliance with US DOL Wage Determination	9
K.6	Affidavit re Contingent Fees	9
L	Type of Contract	9
M	Duration of Contract or Term of Service	9-10
N	Compensation for Services	10
O	Independent Contractor Status	11
P	Confidential/Proprietary Information	11
Q	Ownership of Proposal	11
R	Explanation to Offerors	11
S	Equal Employment Opportunity	12
T	Assignment	12
U	Amendments to Request for Proposals	12
V	Proposal Selection	13
W	Errors and Omissions	12
X	Federal Grant Fund Certifications and Assurances	13
SECTION II	SCOPE OF WORK	14
SECTION III	PROPOSED CONTENTS, REQUIREMENTS & INSTRUCTIONS	
A	Contents of the Proposal	15-16
B	Requirements and Instructions	17
SECTION IV	GENERAL PROCEDURES	
A	Receipt and Registration of Proposals	18
B	Questions and Answers	18
C	Opening of Proposals	19
D	Proposal Evaluation	19
E	Evaluation Criteria and Assigned Weights	19

F	Negotiation and Award of Contract	20
G	Right to Reject Offers and Cancel the Procurement	20
H	Failure to Negotiate Contract with Offerors Initially Selected as Best Qualified	20
SECTION V	CONTRACTUAL TERMS	
A	General Requirements	21
B	Sample Contract	21
	PROPOSAL CHECKLIST	22
A	Proposal Signature Form	23
B	Form for Submitting All Licenses	24
C	Affidavit re Disclosing Ownership and Commissions	25
D	Affidavit re Non-Collusion	26
E	Affidavit re No Gratuities or Kickbacks	27
F	Affidavit re Ethical Standards	28
G	Declaration re Compliance with US DOL Wage Determination	29-42
H	Affidavit re Contingent Fees	43
I	Sample of Business Associate Agreement Provisions	44-50
J	Sample Contract	51-69
K	Cost/Budget Proposal (must be in separate, sealed envelope)	70-71
L	Federal Grant Fund Certifications and Assurances	72-80
A.1	RFP Registration Form (For interested parties with intention to submit proposal)	

I. GENERAL INFORMATION

A. OVERVIEW: Formerly Department of Mental Health and Substance Abuse (DMHSA), Guam Behavioral Health and Wellness Center (hereinafter known as GBHWC) is requesting the services of a Medical Consultant to provide medical services to the GBHWC Healing Hearts Crisis Center (HHCC) for victims of sexual assault and abuse, Federally funded through the Bureau of Statistics and Plans for the U.S. Department of Justice, Office of Justice Programs FY 2010 and FY 2011 Edward Byrne Justice Assistance Grant, #2010-DJ-BX-0030 and #2011-DJ-BX-2166, respectively

Individuals interested in bidding for this project may submit proposals that are directed towards victims of sexual assault and abuse. Offerors must be able to provide services consistent with the performance of professional service Standards as outlined in accordance with laws, rules regulations, and policies of the Government and GBHWC. The services sought after are consistent in carrying-out GBHWC's mandate to continually strive to improve, enhance and promote the physical and mental well-being of the people of Guam who experience the life-disrupting effects of mental illness, alcoholism and drug abuse (10 GCA §86101). Finally, it complies with the intent of the Healing Hearts Crisis Center to provide survivors of sexual assault with discrete, immediate, and full medical attention (Public Law 21-44).

B. BACKGROUND: GBHWC is soliciting written proposals for a Medical Consultant for the Healing Hearts Crisis Center to provide immediate assessment, diagnosis, treatment, evaluation, and on-going consultation services for victims of sexual assault and abuse.

The primary mission of the Healing Hearts Crisis Center (HHCC) is to incorporate a holistic approach for individuals who may have experienced a sexual assault. Regardless of when the assault occurred or the age, ethnicity, gender or disability of the victim, HHCC offers a supportive, healing atmosphere with caring people to assist victims regain feelings of safety, control, trust, autonomy and self-esteem.

Some survivors state that reporting the sexual assault is the hardest step in the process. This statement stresses how crucial it is to have trained, competent individuals responding to the needs of survivors. Strategies to address these problems include the goals of the program, which are to improve the collection of evidence in sexual assault cases, which will assist with the successful prosecution of criminal sexual assault cases, and to ensure that survivors of sexual assault are provided with the necessary support/resources to report and participate in the investigation and prosecution of criminal sexual conduct cases. These goals are accomplished through the following objectives:

- Increase knowledge of current best practices of the collection of forensic evidence from sexual assault victims
- Improve the use of the multi-disciplinary team interview
- Ensure that forensic evidence is collected in a timely and appropriate manner
- Increase awareness of the HHCC program and its services to the community
- Provide survivors with appropriate referrals to obtain needed services
- Secure counseling for survivors of sexual assault

Expected performance indicators and outcome measures include:

- Forensic Nurse and Medical Consultant to be recognized as Expert Witnesses and maintain that status for testimony during trial
- Increase requests for training and outreach by other agencies on best practices in dealing with sexual assault
- Increased number of forensic interviews and multi-disciplinary team interviews conducted
- Decrease in the number of repeat interviews for victims
- Improved response time in which evidence is collected
- Increase in the number of survivors who receive counseling and become emotionally stable enough to testify in court

The GBHWC Healing Hearts Crisis Center currently operates with four areas, which are administrative, medical, social work, and community outreach and public awareness. HHCC provides services to our local residents, tourists and the military (inclusive of their dependents) and offers intake assessments; crisis counseling; forensic interviews; acute medical examinations (when a sexual assault is reported within a 72-hour period. A sexual assault kit is used to collect forensic evidence); non-acute medical examinations (conducted on minors after the 72-hour window); sexually transmitted diseases (STDs) testing and/or treatment; human immunodeficiency virus (HIV) testing; and outreach/training to schools (students & faculty) and the community at large. HHCC also makes referrals within DMHSA, to our community partners (protective agencies, law enforcement, prosecution, advocacy services) and private counselors.

HHCC is currently able to provide assessments, examinations, treatment and counseling to victims at no cost to the client. Current federal funding pays for the salary and benefits for a Social Worker II; in addition, grant funds from the Edward Byrne Memorial Justice Assistance Grant provide contractual obligations for On-call Medical Examiner and Examiner Assistants; counseling services and the Medical Consultant, all of which current levels of funding limit to a contractual basis, as well as augmenting training and supply budgets.

Therefore, GBHWC is committed and in support of providing Medical Consultations Services for the Healing Hearts Crisis Center. The service proposals must meet the criteria for services as defined in the scope of work to provide general medical services to the GBHWC-Healing Hearts Crisis Center. When the capacity of care is increased, the number of victims served is expected to increase, the collection of forensic evidence is expected to increase with improved response time, which works to fulfill the performance indicators and outcome measures specified in the grant funding.

C. APPLICABILITY OF GUAM PROCUREMENT LAW

All agencies of the Government of Guam are required to follow the Guam Procurement Law when using public funds for procurement of “supplies or services” pursuant to 5 GCA Chapter 5 and 2 GAR Division 4. The statutes are available online at the www.guamcourts.org/compileroflaws/GCA/05gca. This RFP is issued by Guam Behavioral Health and Wellness Center, a department of the Government of Guam, and authorized by the Guam Procurement Law to act as the purchasing agency for the purpose of procuring professional services described in Section II, Scope of Work. Any party who submits a proposal is known as an “offeror”.

Pursuant to Procurement Circular 2010-01, Compliance with P.L. 30-72 regarding Procurement (Ref: AG-10-0104), the Office of the Attorney General to “act as legal advisor during all phases of the solicitation and procurement process in which the award is estimated to be \$500,000.00 or more”.

D. ALL PARTIES TO ACT IN GOOD FAITH

This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Law and the Guam Procurement Regulations (copies are available for inspection at General Services Agency). This RFP requires all parties involved in the preparation of the RFP, the evaluation and negotiation of proposals, and the performance or administration of contracts to act in good faith.

E. 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.

F. REGISTRATION OF INTERESTED PARTIES (FORM A.1)

Non-profit organizations, firms or people who pick up a hard copy of the RFP at the GBHWC will be required to register. Those downloading or printing a copy of the request for proposal from the GBHWC website may fax the RFP Registration Form attached hereto to facsimile number (671) 649-6948 or email to marilyn.aflague@gbhwc.guam.gov to be registered as an interested party with the intention to submit a proposal. The GBHWC will send notice(s), amendment(s) and related communication to those registered. It is the interested party's responsibility to report any change in the contact information provided upon registration.

G. LICENSES (FORM B)

The offeror shall submit a Guam business license, registration or certificate; a federal employers identification number (EIN) or other valid and current attachments with the proposal. A current Guam business license is not required in order to submit a proposal; however, it is required of the successful offeror before the agreement (contract) is executed by the GBHWC director.

An offeror who has not complied with the Guam Licensing Law is cautioned that the 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) 475-1815 or by mail at P.O. Box 23607, GMF, Guam 96921 or online at: <http://ns.gov.gu/government> or www.admin.gov.gu/revtax .

H. Non-Resident Tax Withholding

A non-resident person without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam business privilege tax (BPT), which shall be the equal to four percent (4% or current rate) of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with the government of Guam. See P.L. 33-166 effective June 20, 2017 codified at 11 G.C.A., Chapter 71, Section 7114.

I. DEBARMENT, SUSPENSION AND INELIGIBILITY

All debarment or suspensions of persons are deferred from consideration for award of contracts imposed by the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency. (5 GCA §9102) Only Offerors who are not suspended by local and federal government(s) are qualified to submit proposals.

J. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

The offeror who is awarded the contract warrants that no person in its employment 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 hours of the conviction, and will remove immediately such convicted persons 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 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 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.

K. MANDATORY LOCAL DISCLOSURES (FORMS C TO H)

The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a proposal.

1. **Affidavit Re Disclosing Ownership and Commissions (FORM C)**
The offeror shall submit an affidavit and represent its list of names and addresses of any person holding more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of proposal. The affidavit shall contain the number of shares or the percentage of assets of such partnership, sole partnership or corporation which have held by each person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. (5 GCA §5233) 2)

2. **Affidavit Re Non-Collusion (FORM D)**
The offeror shall submit an affidavit and represent that it certifies that the price submitted was independently arrived without collusion and has not intentionally committed anti-competitive practices (2 GAR §3126.b).

3. **Affidavit Re Gratuities or Kickbacks (FORM E)**
The offeror shall submit an affidavit that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 Gratuities and Kickbacks of the Guam Procurement Regulations.
4. **Affidavit Re Ethical Standards (FORM F)**
The offeror shall submit an affidavit and 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 forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Regulations.
5. **Declaration Re Compliance with U.S. Department of Labor (DOL) Wage Determination (FORM G)**
The offeror shall submit an affidavit and represent that it will pay its employees and ensure its subcontractors pay its employees in full compliance with all applicable federal and local wage rules and regulations, 5 GCA §5801 & §5802 Wage Determinations. The most recently issued wage determination at the time a contract is awarded applies to the Agreement.
6. **Affidavit Re Contingent Fees (FORM H)**
The offeror shall submit an affidavit and represent that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract and represents that it is not in violation of Subsection (1) of Section §11108 of the Guam Procurement Regulations as failure to do so constitute a breach of ethical standards.

L. TYPE OF CONTRACT -

The Guam Procurement Law prohibits advanced payment. Therefore, the government may not pay a retainer. Instead, the type of contract contemplated is a “time and materials” contract whereby the parties shall agree upon a basis for payment of services performed and expenses incurred by the contractor. The contract shall contain a ceiling or an estimate that shall not be exceeded without the prior consent of GBHWC. As required by law, GBHWC determines in writing herein that its personnel will be assigned to closely monitor the performance of the services and that it is not practicable to use any other type of contract to obtain these services in the time required and at the lowest cost or price to the Government.

M. DURATION OF CONTRACT OR TERM OF SERVICE

1. **Initial Term**
The effective date of the contract is upon the date the Governor executes the contract and shall expire on September 30, 2018. After the Governor has approved the contract, the government will issue a notice to proceed, or notify the
2. **Renewal Term**
At the option of the government, the contract may be renewed for up to two (2) additional one (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.

3. 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") or in special circumstances a combination of monthly periods for two or three months, to begin immediately after the expiration date of the final 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.

4. 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 the GBHWC's rights or the contractor's rights under any termination clause of the contract. The GBHWC shall notify the contractor 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 contractor will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

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

N. COMPENSATION FOR SERVICES

The offeror and the GBHWC will negotiate an annual not to exceed budget, inclusive of object categories and staffing levels, which shall remain firm and place for all years of the contract, including any special monthly extension (on a pro-rata, monthly basis) for the professional services provided in keeping with this RFP.

The contractor shall be compensated monthly upon the clearance of monthly invoices by the GBHWC.

1. Invoices

In any reporting month there exists a discrepancy in the statistical, narrative or financial reports submitted by the contractor to the 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 the GBHWC.

2. Final Payment and Release of Claims

The 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 contractor shall execute and deliver to the GBHWC a release, in the form provided by the GBHWC of claims against the GBHWC and the government of Guam arising under and by virtue of the contract.

O. INDEPENDENT CONTRACTOR STATUS

The 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 offeror or its individual employees, if any. No type of tax will be withheld from payments made to the awarded offeror.

P. 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. The 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.

Q. 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. 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. The 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.

R. 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 named contact individual of the requesting agency/department for interpretation. 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, which will be forwarded to all prospective Offerors, and its receipt by the offeror should be acknowledged on the proposal form. **Electronic mail (e-mail) is not accepted.**

S. EQUAL EMPLOYMENT OPPORTUNITY

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

T. ASSIGNMENT

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

The assignment will not be accepted without prior approval from the GBHWC. The request for approval or assignment must be made with submission of proposal. No assignment will be accepted if the request is not made with the proposal.

U. AMENDMENTS TO REQUEST FOR PROPOSAL

The right is reserved as the interest of the GBHWC may require revising or amending 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 RFP and shall be identified as such and shall **require that firms acknowledge receipt of all amendments issued**. The amendment shall refer to the portions of the RFP it amends. The amendments shall be sent to all prospective Offerors known to have received a RFP. The amendments shall be distributed within a reasonable time to allow prospective firms 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 telegram or telephone and confirmed in the amendment. **The amendment(s) must be attached to the proposal.**

V. PROPOSAL SELECTION

GBHWC will be responsible for final selection of an acceptable proposal. The GBHWC will endeavor to notify all respondents on or about 30 days after the deadline for receipt of proposals, that the GBHWC has selected a consultant to negotiate a contract. The written notice of award will be public information and made a part of the contract file.

After conclusion of validation of qualifications, evaluation, and discussion as provided in the section "Amendments To Request For Proposal", the GBHWC will select in the order of their respective qualification and evaluation ranking, no fewer than three (3) acceptable proposals (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services, and must receive a minimum of 70% total rating.

W. ERRORS AND OMISSIONS

The GBHWC reserves the right to make corrections due to minor errors of the offeror identified in proposals by the GBHWC or the offeror. The GBHWC, at its option, has the right to request clarification or additional information from offeror.

X. FEDERAL GRANT FUND CERTIFICATIONS AND ASSURANCES (FORM L)

This procurement is funded by Edward Byrne Justice Assistance Grant # 2010-DJ-BX-0300 and #2011-DJ-BX-2166 federal grant terms and conditions, laws, regulations and guidelines are part of this contract, and contractors Federal Certifications and Assurances that includes a copy of the Notice of Grant awarded is incorporated herein as if fully re-written. Mandatory federal compliance disclosure forms are attached hereto and listed as follows:

1. Certification Regarding Debarment and Suspension
2. Certification Regarding Drug-Free Workplace Requirements
3. Certifications Regarding Lobbying
4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)
5. Certification Regarding Environmental Tobacco Smoke
6. Certification Regarding Non-Discrimination.
7. Certification Regarding the Hatch Act
8. Single Audit Act
9. Certification as to Acknowledgement of Receipt of Notice of Grant Award and Compliance with Terms and Conditions.

-----End of Section I-----

II. SCOPE OF WORK AND SERVICES

To provide general medical services to the GBHWC-Healing Hearts Crisis Center (HHCC) and to provide immediate assessment, diagnosis, treatment, evaluation, and ongoing consultation services for victims of sexual assault and/or abuse regardless of age, gender, ethnicity or disability. Services provided must be consistent with the performance of professional service standards as outlined below in accordance with laws, rules, regulations, and policies of the Government of Guam and GBHWC. The Medical Consultant will consult regularly with the GBHWC Director and HHCC Program Manager on pertinent issues involving the Healing Hearts Crisis Center.

Services will include and are not limited to:

A. Medical Consultant Services:

1. Provide consultation on forensic medical examinations.
2. Authorize and prescribe medications and review and approve standing orders given to sexual assault victims.
3. Approve standing orders for baseline laboratory testing and review the laboratory results with follow-up recommendations.
4. Serve as the supervising physician for forensic nurses who provide sexual assault examinations.
5. Assist in the development and review of Healing Hearts Crisis Center policies, procedures and protocols.
6. Assist in maintaining the on-call pool of examiners for both the acute and substantiation examination (serve as alternate substantiation examining physician).
7. Assist in providing training for physicians and nurses, including the forensic nurse/sexual assault nurse preceptor examiners program.
8. Assist in development and implementation of public awareness and community outreach programs.

B. Administrative Duties and Responsibilities:

1. Advise on the scope of other medical and nursing work within the program.
2. Participate in the planning, development, and evaluations of programs and services.
3. Participate in Healing Hearts Crisis Center working sessions, meetings and presentations.

-----End of Section II-----

III. PROPOSED CONTENT, REQUIREMENTS AND INSTRUCTIONS

A. Contents of the Proposal:

The offeror's response to the items mentioned in Section II for scope of services 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 proposal 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, at a minimum, each proposal shall, when applicable, contain:

1. Title Page - name of the offeror, the location of the offeror's principal place of business, telephone and facsimile numbers, and email address.
2. Table of Contents
3. Designations of Contact Person to include his/her 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 and the offeror's federal employer identification number (EIN), or tax identification number (TIN), if any.
5. Statement of understanding and willingness, expressing the offeror's understanding of the work to be accomplished as specified in Section II scope of services, and a statement of positive commitment and willingness to perform the services.
6. Background Summary:
 - a. Description of Organization
 - b. History of the Organization (the number of years the offeror has been in business and the average number of its employees (if any) over the past year)
 - c. Organizational Philosophy
 - d. Unique Characteristics
 - e. Organizational Chart
7. Skills and Experience:
 - a. Proposed Services (what the offeror will undertake to accomplish the objectives of this project and the work described in the Scope of Work)
 - b. Target Population
8. Project Personnel and Community Partners:

- a. Project Leader's academic 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. Community Partners – organization/volunteers
- 9. Service Delivery
 - a. Proposed Services (a discussion of the program that the Consultant will undertake to accomplish the objectives of this project and the work described in the Scope of Work), Expected Outcomes and Products;
 - b. Timeline for delivery of services to program; meeting of project timelines while managing current workload of the Offeror,
- 10. A list of other contracts or work performed for services similar in scope, size and discipline for the required services, which the Offeror, Consultants and/or project members substantially performed or accomplished over the previous two to five years. The contracts or work performed described should only pertain to those services contained in Section II;
- 11. Letters, awards or other forms of recognition that demonstrate confidence in the Offeror's work performed and experience;
- 12. Reporting System
 - a. Regular progress reporting mechanism;
 - b. Tracking of financial activity (Include latest published financial report)
 - c. Tracking system to report project progress; and,
 - d. Performance Measures on completion of services contained in Section IV.
- 13. Affidavit re Disclosing Ownership – Form C
- 14. Affidavit re Non-Collusion – Form D
- 15. No Gratuities or Kickbacks Affidavit - E
- 16. Ethical Standards Affidavit – Form F
- 17. Wage Determination and Benefit – Form G
- 18. Contingent Fees – Form H
- 19. Acknowledgment of Sample Business Associate Agreement Form I
- 20. Annual Cost Proposal – Form K (Separate, Sealed & Marked envelope)
- 21. Federal Grant Fund Certifications and Assurances (Grant Award attached) Form L

B. REQUIREMENTS AND INSTRUCTIONS:

All Proposals must be submitted in writing. It should include a listing of current and former business clients and a description 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 a firm, the Proposal should include a resume of the firm's principal(s).

The Proposer 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 Proposer. 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 may be rejected by GBHWC as being incomplete.

The Guam Behavioral Health and Wellness Center requires respondents to present satisfactory evidence that he or she has sufficient experience and is fully qualified. Entities submitting proposals must be able to demonstrate in detail their stability in the community to provide services to victims of sexual assault and abuse. The Consultant must be able to show that he/she has experience and expertise in the following areas:

- A minimum of five (5) years on-going experience in adult and pediatric Medical examinations relating to sexual assault cases; and
- Shall possess the degree of Doctor of Medicine from a recognized college or university with specialization in internal medicine or family practice; and
- Shall be Board Certified or Board Eligible by the Guam Board of Medical Examiners; and
- Must demonstrate continuing education in the area of sexual assault on an annual basis.

-----End of Section III-----

IV. GENERAL PROCEDURES

A. RECEIPT AND REGISTRATION OF PROPOSALS

All proposals and modifications shall be time stamped upon receipt and held in a secure place until the established due date below. Proposals and modifications received after the due date and time will not be considered. It is the sole responsibility of each offeror to assure that its proposal is delivered to the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered. The deadline for **receipt** of proposals by GBHWC is **no later than 4:30 P.M., Monday, August 28, 2017.**

1. All proposals must be submitted via U.S. mail, courier or hand delivered to the attention of the Director, GBHWC.

Mailing & Delivery Address:

Rey M. Vega, Director
Guam Behavioral Health and Wellness Center
790 Governor Carlos G. Camacho Road
Tamuning, Guam 96913

2. Offeror shall submit one (1) original hard copy, (1) electronic copy (flash drive or cd) and three (3) hard copies of each proposal (Cost proposals shall be submitted in a separate, sealed envelope)
3. Envelopes containing proposals 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.
4. No facsimile or emailed proposals will be accepted.
5. Proposals may be hand carried and received at GBHWC on or before the deadline date and time.
6. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time.
7. Under no circumstances will GBHWC accept a late proposal.
8. Proposals 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, and are not currently debarred by federal or local government.

B. QUESTIONS AND ANSWERS

On or before 4:30 P.M. on August 18, 2017, questions concerning this request for proposal may be asked in writing addressed the GBHWC Director, and written answers will be given as soon as possible or before the deadline of August 28, 2017. Copies of the questions and answers will be sent only to interested parties who have registered.

If the question(s) requires an interpretation of the request for proposal or is relevant to all the prospective offerors, then an amendment will be issued and notice posted on the

GBHWC website, and a fax or email is sent to the interested parties who have registered. The **receipt of the answer(s) must be acknowledged** and immediately sent back to GBHWC.

C. OPENING OF PROPOSALS

Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A Register of Proposals shall be established which shall include for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of Offerors who are not awarded the contract shall not be opened to public inspection. (2 GAR 3114.h.2)

D. PROPOSAL EVALUATION

In determining the most qualified Offeror, the following criteria will be used to evaluate proposals. GBHWC shall be guided by the following:

1. The plan for performing the required services;
2. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services;
3. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting, and
4. A record of past performance of similar work.

Evaluations will be conducted by a Proposal Evaluation Panel. Scoring will be based on a possible total of 100 points and the proposals with highest total score will be recommended for award.

E. EVALUATION CRITERIA AND ASSIGNED WEIGHT

Evaluation Criteria	Assigned Weight
The completeness of the Proposal for performing the required services and the thoroughness of the program that the Consultant will undertake to accomplish the objectives of this project and the work described in the Scope of Work	20 points
The qualifications and ability to perform the services as reflected by technical training and education, general and specific experiences of the key personnel proposed to be assigned to perform the services	25 points
Experience in successfully administering the services, inclusive of similar work accomplished or underway	20 points

The personnel, software tools, and equipment to perform the services are currently available or demonstrated to be available at the time of contracting	20 points
Demonstrated ability to meet schedules and timelines	15 points
Total Points	100

F. NEGOTIATION AND AWARD OF CONTRACT

GBHWC shall negotiate a contract with the best-qualified offeror 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 has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) determining that the offeror will make available the necessary personnel 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.

G. RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT

GBHWC shall have the right to reject all offers, and or individual Offerors in whole or in part, and/or cancel this RFP, if it is determined to be in the best interest of GBHWC.

H. FAILURE TO NEGOTIATE CONTRACT WITH OFFERORS INITIALLY SELECTED AS BEST QUALIFIED

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

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.

-----End of Section IV-----

V. CONTRACTUAL TERMS

A. GENERAL REQUIREMENTS

This procurement is subject to all applicable federal and Guam laws and regulations. Guam laws and regulations are available at the Guam Supreme Court, Office of Complier's website <http://www.guamcourts.org/CompilerofLaws/index.html>. The Guam Procurement Laws are available at the Office of Complier's website as part of the 5 GCA Ch. 5. The Guam Procurement Regulations are available at the Office of Complier's website as part of 2 GAR Division 4. Additionally, the Guam Office of Public Accountability <http://www.opaguam.org/>, the Guam Office of Attorney General <http://www.guamag.org/> and the Department of Administration General Service Agency www.gsa.doa.guam.gov all have useful procurement information and forms.

B. SAMPLE CONTRACT

A proposed contract is attached to this RFP as Sample Contract (FORM J). Potential Offerors are advised that the Sample Contract is the general form of contract that the GBHWC will enter into with the awarded service provider. In the event that potential Offerors have any issues or questions as to the Sample Contract Clause in Form J, they must raise them in the RFP process similar to any issues or inquires they may have as to clauses in the RFP. The GBHWC reserves the right to amend or revise the Sample Contract form as may be deemed necessary to serve the government of Guam's best interest. If changes are made to the Sample Contract in Form J prior to the conclusion of all evaluations, the GBHWC will issue an amendment to this RFP. However, if changes are made to the Sample Contract during negotiations, then such changes are considered negotiated and no amendment to this RFP will be issued.

See GBHWC FORM J SAMPLE CONTRACT.

-----End of Section V-----

PROPOSAL FORMS CHECKLIST
GBHWC RFP 01-2017

Form No.	Forms to Be Completed and Submitted (except Forms J, A.1)	Page No.
A	Proposal Signature Form	23
B	Form for Submitting All Licenses	24
C	Affidavit Disclosing Ownership and Commissions	25
D	Affidavit Re Non-Collusion	26
E	Affidavit Re Gratuities or Kickbacks	27
F	Affidavit Re Ethical Standards	28
G	Declaration Re Compliance with U.S. DOL Wage Determination (WD 15-5693, Rev. 2)	29-42
H	Affidavit RE Contingent Fees	43
I	Sample of Business Associate Agreement Provisions	44-50
J	Sample Contract	51-69
K	Cost/Budget Proposal (Must be in separate, sealed envelope)	70-71
L	Federal Grant Fund Certifications and Assurances	72-79
A.1	RFP Registration Form (For Interested Parties with intention to submit proposal)	80

Note: Forms C to H can be found at: http://www.guamag.org/procurement_forms.html

FORM A

PROPOSAL SIGNATURE FORM

For GBHWC RFP 01-2017

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) _____

FORM B

FORM FOR SUBMITTING ALL LICENSES
For DMHSA RFP 01-2017

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:_____

AFFIDAVIT RE NON-COLLUSION

FORM D

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)

FORM E

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 _____, _____.

FORM F

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 _____, _____.

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

Attachment to AG Procurement Form 006 (FORM G)

WD 15-5693 (Rev.-2) was first posted on www.wdol.gov on 03/28/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5693
Daniel W. Simms	Division of	Revision No.: 2
Director	Wage Determinations	Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was 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 \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.52
01012 - Accounting Clerk II	14.05
01013 - Accounting Clerk III	15.73
01020 - Administrative Assistant	17.67
01035 - Court Reporter	15.46
01041 - Customer Service Representative I	10.13
01042 - Customer Service Representative II	11.39
01043 - Customer Service Representative III	12.43
01051 - Data Entry Operator I	10.48
01052 - Data Entry Operator II	11.99
01060 - Dispatcher, Motor Vehicle	14.37
01070 - Document Preparation Clerk	12.30
01090 - Duplicating Machine Operator	12.30
01111 - General Clerk I	10.29

01112 - General Clerk II	11.28
01113 - General Clerk III	12.32
01120 - Housing Referral Assistant	17.22
01141 - Messenger Courier	10.18
01191 - Order Clerk I	11.28
01192 - Order Clerk II	12.25
01261 - Personnel Assistant (Employment) I	14.32
01262 - Personnel Assistant (Employment) II	15.68
01263 - Personnel Assistant (Employment) III	17.47
01270 - Production Control Clerk	20.05
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	13.81
01311 - Secretary I	13.81
01312 - Secretary II	15.46
01313 - Secretary III	17.22
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
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	9.45
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	8.59
05400 - Transmission Repair Specialist	13.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.49
07042 - Cook II	12.33
07070 - Dishwasher	7.98
07130 - Food Service Worker	8.56
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	8.35
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.82
09040 - Furniture Handler	9.74
09080 - Furniture Refinisher	15.82
09090 - Furniture Refinisher Helper	11.73
09110 - Furniture Repairer, Minor	13.76
09130 - Upholsterer	15.82
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.00

11060 - Elevator Operator	8.96	
11090 - Gardener	11.93	
11122 - Housekeeping Aide	8.96	
11150 - Janitor	8.96	
11210 - Laborer, Grounds Maintenance	9.14	
11240 - Maid or Houseman	7.98	
11260 - Pruner	8.23	
11270 - Tractor Operator	10.96	
11330 - Trail Maintenance Worker	9.14	
11360 - Window Cleaner	10.01	
12000 - Health Occupations		
12010 - Ambulance Driver	17.39	
12011 - Breath Alcohol Technician	17.39	
12012 - Certified Occupational Therapist Assistant	23.61	
12015 - Certified Physical Therapist Assistant	23.87	
12020 - Dental Assistant	13.38	
12025 - Dental Hygienist	29.85	
12030 - EKG Technician	23.96	
12035 - Electroneurodiagnostic Technologist	23.96	
12040 - Emergency Medical Technician	17.39	
12071 - Licensed Practical Nurse I	15.39	
12072 - Licensed Practical Nurse II	17.22	
12073 - Licensed Practical Nurse III	19.19	
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	15.39	
12210 - Nuclear Medicine Technologist	37.83	
12221 - Nursing Assistant I	11.03	
12222 - Nursing Assistant II	12.43	
12223 - Nursing Assistant III	13.54	
12224 - Nursing Assistant IV	15.22	
12235 - Optical Dispenser	17.22	
12236 - Optical Technician	15.39	
12250 - Pharmacy Technician	13.41	
12280 - Phlebotomist	15.22	
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)	21.32	
12320 - Substance Abuse Treatment Counselor	21.32	
13000 - Information And Arts Occupations		
13012 - Exhibits Specialist II	20.39	
13013 - Exhibits Specialist III	24.94	
13041 - Illustrator I	16.47	
13042 - Illustrator II	20.39	
13043 - Illustrator III		24.94
13047 - Librarian	22.58	

13050 - Library Aide/Clerk	13.11
13054 - Library Information Technology Systems Administrator	20.39
13058 - Library Technician	15.06
13061 - Media Specialist I	14.71
13062 - Media Specialist II	16.47
13063 - Media Specialist III	18.35
13071 - Photographer I	14.10
13072 - Photographer II	15.75
13073 - Photographer III	19.53
13074 - Photographer IV	23.90
13075 - Photographer V	28.93
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	14.20
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.02
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)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.02
14160 - Personal Computer Support Technician	19.50
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	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
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	32.62
15086 - Maintenance Test Pilot, Rotary Wing	32.62
15088 - Non-Maintenance Test/Co-Pilot	32.62
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	8.89
16030 - Counter Attendant	8.89
16040 - Dry Cleaner	10.27
16070 - Finisher, Flatwork, Machine	8.89
16090 - Presser, Hand	8.89
16110 - Presser, Machine, Drycleaning	8.89
16130 - Presser, Machine, Shirts	8.89
16160 - Presser, Machine, Wearing Apparel, Laundry	8.89
16190 - Sewing Machine Operator	10.85
16220 - Tailor	11.31
16250 - Washer, Machine	9.31
19000 - Machine Tool Operation And Repair Occupations	

19010 - Machine-Tool Operator (Tool Room)	15.94
19040 - Tool And Die Maker	20.02
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.74
21030 - Material Coordinator	20.05
21040 - Material Expediter	20.05
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.74
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.93
21150 - Stock Clerk	19.55
21210 - Tools And Parts Attendant	13.74
21410 - Warehouse Specialist	
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
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
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	15.94
23120 - Bicycle Repairer	10.71
23125 - Cable Splicer	16.97
23130 - Carpenter, Maintenance	13.86
23140 - Carpet Layer	14.91
23160 - Electrician, Maintenance	16.49
23181 - Electronics Technician Maintenance I	15.01
23182 - Electronics Technician Maintenance II	16.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	13.86
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	12.84
23311 - Fuel Distribution System Mechanic	16.97
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	12.84
23392 - Gunsmith II	14.91
23393 - Gunsmith III	16.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.88
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	16.67
23440 - Heavy Equipment Operator	15.10
23460 - Instrument Mechanic	16.97

23465	- Laboratory/Shelter Mechanic	15.94
23470	- Laborer	11.37
23510	- Locksmith	15.94
23530	- Machinery Maintenance Mechanic	19.12
23550	- Machinist, Maintenance	16.97
23580	- Maintenance Trades Helper	9.92
23591	- Metrology Technician I	19.97
23592	- Metrology Technician II	18.05
23593	- Metrology Technician III	19.11
23640	- Millwright	16.97
23710	- Office Appliance Repairer	15.82
23760	- Painter, Maintenance	13.95
23790	- Pipefitter, Maintenance	16.85
23810	- Plumber, Maintenance	15.82
23820	- Pneudraulic Systems Mechanic	16.97
23850	- Rigger	16.97
23870	- Scale Mechanic	14.91
23890	- Sheet-Metal Worker, Maintenance	15.21
23910	- Small Engine Mechanic	14.91
23931	- Telecommunications Mechanic I	19.01
23932	- Telecommunications Mechanic II	19.76
23950	- Telephone Lineman	18.24
23960	- Welder, Combination, Maintenance	16.13
23965	- Well Driller	16.97
23970	- Woodcraft Worker	16.97
23980	- Woodworker	12.84
24000	- Personal Needs Occupations	
24550	- Case Manager	13.68
24570	- Child Care Attendant	10.09
24580	- Child Care Center Clerk	12.58
24610	- Chore Aide	13.67
24620	- Family Readiness And Support Services Coordinator	13.68
24630	- Homemaker	16.12
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	16.97
25040	- Sewage Plant Operator	15.94
25070	- Stationary Engineer	16.97
25190	- Ventilation Equipment Tender	11.80
25210	- Water Treatment Plant Operator	15.94
27000	- Protective Service Occupations	
27004	- Alarm Monitor	10.09
27007	- Baggage Inspector	8.09
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	8.11
27102	- Guard II	10.09
27131	- Police Officer I	12.05
27132	- Police Officer II	13.40
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.48
28042	- Carnival Equipment Repairer	11.09
28043	- Carnival Worker	8.56
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	16.72	
29020 - Hatch Tender	16.72	
29030 - Line Handler	16.72	
29041 - Stevedore I	15.64	
29042 - Stevedore II	17.88	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	28.04
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
30051 - Cryogenic Technician I		23.08
30052 - Cryogenic Technician II		25.49
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
30095 - Evidence Control Specialist		20.84
30210 - Laboratory Technician		20.74
30221 - Latent Fingerprint Technician I		23.08
30222 - Latent Fingerprint Technician II		25.49
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
30375 - Petroleum Supply Specialist		25.49
30390 - Photo-Optics Technician		21.93
30395 - Radiation Control Technician		25.49
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		23.46
30492 - Unexploded Ordnance (UXO) Technician II		28.39
30493 - Unexploded Ordnance (UXO) Technician III		34.03
30494 - Unexploded (UXO) Safety Escort		23.46

30495 - Unexploded (UXO) Sweep Personnel	23.46	
30501 - Weather Forecaster I	23.08	
30502 - Weather Forecaster II	28.08	
30620 - Weather Observer, Combined Upper Air Or	20.74	(see 2)
Surface Programs		
30621 - Weather Observer, Senior	23.00	(see 2)
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	28.39	
31020 - Bus Aide	8.15	
31030 - Bus Driver	9.69	
31043 - Driver Courier	8.97	
31260 - Parking and Lot Attendant	7.98	
31290 - Shuttle Bus Driver	9.99	
31310 - Taxi Driver	9.00	
31361 - Truckdriver, Light	9.15	
31362 - Truckdriver, Medium	11.61	
31363 - Truckdriver, Heavy	13.73	
31364 - Truckdriver, Tractor-Trailer	13.73	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	13.84	
99030 - Cashier	8.21	
99050 - Desk Clerk	9.70	
99095 - Embalmer	23.46	
99130 - Flight Follower	23.46	
99251 - Laboratory Animal Caretaker I	17.86	
99252 - Laboratory Animal Caretaker II	18.74	
99260 - Marketing Analyst	17.36	
99310 - Mortician	23.46	
99410 - Pest Controller	14.61	
99510 - Photofinishing Worker	12.33	
99710 - Recycling Laborer	11.84	
99711 - Recycling Specialist	17.90	
99730 - Refuse Collector	11.26	
99810 - Sales Clerk	9.32	
99820 - School Crossing Guard	15.82	
99830 - Survey Party Chief	20.96	
99831 - Surveying Aide	11.92	
99832 - Surveying Technician	15.49	
99840 - Vending Machine Attendant	21.42	
99841 - Vending Machine Repairer	25.93	
99842 - Vending Machine Repairer Helper	21.42	

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid

sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 4.174)

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. Conformance 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 employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to

ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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

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 _____, _____.

Website:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/contractprov.html>

Business Associate Contracts

SAMPLE BUSINESS ASSOCIATE AGREEMENT PROVISIONS
(Published January 25, 2013 by US Dept. of Health and Human Services)

Introduction

A “business associate” is a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. The HIPAA Rules generally require that covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard protected health information. The business associate contract also serves to clarify and limit, as appropriate, the permissible uses and disclosures of protected health information by the business associate, based on the relationship between the parties and the activities or services being performed by the business associate. A business associate may use or disclose protected health information only as permitted or required by its business associate contract or as required by law. A business associate is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule.

A written contract between a covered entity and a business associate must: (1) establish the permitted and required uses and disclosures of protected health information by the business associate; (2) provide that the business associate will not use or further disclose the information other than as permitted or required by the contract or as required by law; (3) require the business associate to implement appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to electronic protected health information; (4) require the business associate to report to the covered entity any use or disclosure of the information not provided for by its contract, including incidents that constitute breaches of unsecured protected health information; (5) require the business associate to disclose protected health information as specified in its contract to satisfy a covered entity’s obligation with respect to individuals’ requests for copies of their protected health information, as well as make available protected health information for amendments (and incorporate any amendments, if required) and accountings; (6) to the extent the business associate is to carry out a covered entity’s obligation under the Privacy Rule, require the business associate to comply with the requirements applicable to the obligation; (7) require the business associate to make available to HHS its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the business associate on behalf of, the covered entity for purposes of HHS determining the covered

entity's compliance with the HIPAA Privacy Rule; (8) at termination of the contract, if feasible, require the business associate to return or destroy all protected health information received from, or created or received by the business associate on behalf of, the covered entity; (9) require the business associate to ensure that any subcontractors it may engage on its behalf that will have access to protected health information agree to the same restrictions and conditions that apply to the business associate with respect to such information; and (10) authorize termination of the contract by the covered entity if the business associate violates a material term of the contract. Contracts between business associates and business associates that are subcontractors are subject to these same requirements.

This document includes sample business associate agreement provisions to help covered entities and business associates more easily comply with the business associate contract requirements. While these sample provisions are written for the purposes of the contract between a covered entity and its business associate, the language may be adapted for purposes of the contract between a business associate and subcontractor.

This is only sample language and use of these sample provisions is not required for compliance with the HIPAA Rules. The language may be changed to more accurately reflect business arrangements between a covered entity and business associate or business associate and subcontractor. In addition, these or similar provisions may be incorporated into an agreement for the provision of services between a covered entity and business associate or business associate and subcontractor, or they may be incorporated into a separate business associate agreement. These provisions address only concepts and requirements set forth in the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules, and alone may not be sufficient to result in a binding contract under State law. They do not include many formalities and substantive provisions that may be required or typically included in a valid contract. Reliance on this sample may not be sufficient for compliance with State law, and does not replace consultation with a lawyer or negotiations between the parties to the contract.

Sample Business Associate Agreement Provisions

Words or phrases contained in brackets are intended as either optional language or as instructions to the users of these sample provisions.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

[The parties may wish to add additional specificity regarding the breach notification obligations of the business associate, such as a stricter timeframe for the business associate to report a potential breach to the covered entity and/or whether the business associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the covered entity.]

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the [Choose either “covered entity” or “individual or the individual’s designee”] as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for access that the business associate receives directly from the individual (such as whether and in what time and manner a business associate is to provide the requested access or whether the business associate will forward the individual’s request to the covered entity to fulfill) and the timeframe for the business associate to provide the information to the covered entity.]

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for amendment that the business associate receives directly from the individual (such as whether and in what time and manner a business associate is to act on the request for amendment or whether the business associate will forward the individual's request to the covered entity) and the timeframe for the business associate to incorporate any amendments to the information in the designated record set.]

(g) Maintain and make available the information required to provide an accounting of disclosures to the [Choose either "covered entity" or "individual"] as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for an accounting of disclosures that the business associate receives directly from the individual (such as whether and in what time and manner the business associate is to provide the accounting of disclosures to the individual or whether the business associate will forward the request to the covered entity) and the timeframe for the business associate to provide information to the covered entity.]

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information

[Option 1 – Provide a specific list of permissible purposes.]

[Option 2 – Reference an underlying service agreement, such as "as necessary to perform the services set forth in Service Agreement."]

[In addition to other permissible purposes, the parties should specify whether the business associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which the business associate will de-identify the information and the permitted uses and disclosures by the business associate of the de-identified information.]

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information

[Option 1] consistent with covered entity's minimum necessary policies and procedures.

[Option 2] subject to the following minimum necessary requirements: [Include specific minimum necessary provisions that are consistent with the covered entity's minimum necessary policies and procedures.]

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity [if the Agreement permits the business associate to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services as set forth in optional provisions (e), (f), or (g) below, then add “, except for the specific uses and disclosures set forth below.”]

(e) [Optional] Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) [Optional] Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) [Optional] Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) [Optional] Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) [Optional] Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) [Optional] Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

[Optional] Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity. [Include an exception if the business associate will use or disclose protected health information for, and the agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the business associate.]

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of [Insert effective date], and shall terminate on [Insert termination date or event] or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement [and business associate has not cured the breach or ended the violation within the time specified by covered entity]. [Bracketed language may be added if the covered entity wishes to provide the business associate with an opportunity to cure a violation or breach of the contract before termination for cause.]

(c) Obligations of Business Associate Upon Termination.

[Option 1 – if the business associate is to return or destroy all protected health information upon termination of the agreement]

Upon termination of this Agreement for any reason, business associate shall return to covered entity [or, if agreed to by covered entity, destroy] all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

[Option 2—if the agreement authorizes the business associate to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the business associate needs to retain protected health information for such purposes after termination of the agreement]

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or

- disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to paragraphs (e) and (f) above under “Permitted Uses and Disclosures By Business Associate”] which applied prior to termination; and
 5. Return to covered entity [or, if agreed to by covered entity, destroy] the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

[The agreement also could provide that the business associate will transmit the protected health information to another business associate of the covered entity at termination, and/or could add terms regarding a business associate’s obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.]

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous [Optional]

(a) [Optional] Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) [Optional] Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) [Optional] Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Acknowledgement of Receipt of Sample Business Associates Agreement Provisions (Published January 25, 2013 by Department of Health and Human Services).

The undersigned certifies it has received a copy and agrees to its terms if applicable to the offeror or 3rd party engagement(s).

Printed Name and Title of Official

Signature of Official Authorized

Date _____

FORM J

SAMPLE CONTRACT

CONTRACTUAL AGREEMENT
BETWEEN
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
NURSING SERVICES DIVISION
HEALING HEARTS SECTION

AND
SERVICE PROVIDER

GBHWC RFP 01- 2017

This AGREEMENT is made between the GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, Nursing Services Division, Healing Hearts Section, an agency of the government of Guam, (hereinafter called the GBHWC), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and _____, a licensed Guam _____ (hereinafter called the Service Provider) whose office address is _____.

WHEREAS; the GBHWC requested proposals from private, public, for-profit or non-profit organizations, companies or and individuals interested in providing general medical and consulting services for victims of sexual assault and/or abuse; and

WHEREAS, the GBHWC has provided adequate public announcement of the need for such service through a request for proposal (GBHWC RFP 01 -2017) describing the type of services required and specifying the type of information and data required of each offer and the relative importance of particular qualifications; and

WHEREAS, the Service Provider has submitted its proposal and interest in providing such services; and

WHEREAS, the award of this contract to the Service Provider has been made pursuant to a written finding by the GBHWC that the Service Provider is qualified based on the evaluation factors set forth in the request for proposal, and that negotiations of compensation have been determined to be fair and reasonable;

NOW THEREFORE, the GBHWC and the Service Provider, in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION I.

PURPOSE

To provide general medical services to the GBHWC Healing Hearts Crisis Center that will include immediate assessment, diagnosis, treatment, evaluation and on-going consultation services for victims of sexual assault and/or abuse regardless of age, gender, ethnicity or disability. .

SECTION II. SCOPE OF WORK

The scope of work is written by Maria Teressa Aguon, Program Manager of the Healing Hearts Crisis Center and approved by Rey M. Vega, Director. The following scope of work utilizes the _____ and is incorporated herein as fully re-written.

Services provided must be consistent with the performance of professional service standards as outlined below in accordance with laws, rules, regulations, and policies of the Government of Guam and GBHWC. The Medical Consultant will consult regularly with the GBHWC Director and HHCC Program Manager on pertinent issues involving the Healing Hearts Crisis Center.

Services will include and are not limited to:

A. Medical Consultant Services:

1. Provide consultation on forensic medical examinations.
2. Authorize and prescribe medications and review and approve standing orders given to sexual assault victims.
3. Approve standing orders for baseline laboratory testing and review the laboratory results with follow-up recommendations.
4. Serve as the supervising physician for forensic nurses who provide sexual assault examinations.
5. Assist in the development and review of Healing Hearts Crisis Center policies, procedures and protocols.
6. Assist in maintaining the on-call pool of examiners for both the acute and substantiation examination (serve as alternate substantiation examining physician).
7. Assist in providing training for physicians and nurses, including the forensic nurse / sexual assault nurse preceptor examiners program.
8. Assist in development and implementation of public awareness and community outreach programs.

B. Administrative Duties and Responsibilities:

1. Advise on the scope of other medical and nursing work within the program.
2. Participate in the planning, development, and evaluations of programs and services.
3. Participate in Healing Hearts Crisis Center working sessions, meetings and presentations.

SECTION III.
CONTRACT TERM

A. Initial Term

The effective date of the contract is upon the date the Governor executes the contract and shall expire on September 30, 2018. After the Governor has approved the contract, the government will issue a notice to proceed, or notify the contractor in some other manner that services are to begin.

B. Renewal Term

At the option of the government, the contract may be renewed for up to two (2) additional one (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") or in special circumstances a combination of monthly periods for two or three months, to begin immediately after the expiration date of the final 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.

D. 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 the GBHWC's rights or the contractor's rights under any termination clause of the contract. The GBHWC shall notify the contractor 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 contractor will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

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

SECTION IV.
SERVICE PROVIDER'S COMPENSATION FOR SERVICES

IV.1. Compensation.

(Intentionally Left Blank-To Be Completed At A Future Date)

IV.2. 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 shall not be deemed a waiver of any of the GBHWC's rights under this Agreement.

IV.3. 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 back to GBHWC or to the new service provider identified by GBHWC; 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 tangible assets.

IV.4. Allowable Costs. (Cost Reimbursement)

The Service Provider agrees to comply with the following standards of financial management:

IV.4.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.

IV.4.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.

IV.4.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.

IV.4.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 (as applicable) contract documents, and so forth. All costs invoiced by contract in this Agreement shall 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.

IV.4.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.

IV.4.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 shall be actually incurred or accrued and accounted for in accordance with generally accepted accounting principles.

IV.4.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 GBHWC; allowable costs shall be paid to the Contactor, net of all discounts, rebates and other such applicable credits. The Service Provider shall

separately identify for each cost submitted for payment to the GBHWC the amount of cost that is allowable; shall identify all unallowable costs; or the Service Provider shall 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 shall 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 shall identify the method by which it shall report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

SECTION V. THE GOVERNMENT IS NOT LIABLE

- V.1. 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.
- V.2. 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.

SECTION VI. SPECIAL REPORTING REQUIREMENT FOR NON-PROFIT ORGANIZATIONS

- VI.1. 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. 33-66 Chapter XIII Section 6 and this clause, or any subsequent public report requirement law(s). 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.
- VI.2. 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.

- VI.3. 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 of the fiscal year.
- VI.4. The Service Provider shall 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 Agreement, or with regard to items to be invoices as part of the contract.
- VI.5. 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.
- VI.6. The Service Provider is subject to the Single Audit Rules and shall provide annually (as applicable) to GBHWC copies of its Audit Reports for all time periods covered as part of this Agreement.
- VI.7. 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.
- VI.8. 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 Agreement by the Service Provider.

SECTION VII. GBHWC AGREES TO THE FOLLOWING

- VII.1. To Maintain oversight of the Service Provider's performance in administering the GBHWC Medical Consultant for Healing Hearts Crisis Center.
- VII.2. The use of selected equipment as negotiated with the Service Provider when providing direct therapeutic intervention and/or activities to consumers.

SECTION VIII.
RESPONSIBILITY OF SERVICE PROVIDER

- VIII.1. The Service Provider shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The Service Provider shall, without additional cost to the GBHWC, 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.
- VIII.2. The Service Provider 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.
- VIII.3. The GBHWC'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 Service Provider's failure of performance, except as provided herein, and the Service Provider shall be, and remain liable, to the GBHWC for all direct costs which may be incurred by the GBHWC as result of the Service Provider's negligent performance of any of the services or work which are performed under the contract.

SECTION IX.
ACCESS TO RECORDS AND OTHER REVIEW

- IX.1. The Service Provider, including its 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 and for three (3) years from the date of the final payment under the contract, for inspection by the GBHWC, the Public Auditor, and any applicable Federal Granting Agency, Inspector General or its delegate. Each subcontract by the Service Provider pursuant to this Agreement shall include a provision containing the conditions of this Section.
- IX.2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the records shall be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later.
- IX.3. Records for non-expendable property acquired in whole or in part, with funds from this contract funds shall be retained for three (3) years after its final disposition.
- IX.4. The Service Provider shall provide access to any project site(s) to the GBHWC, Guam Public Auditor and in the event there are federal funds, the Federal Granting Agency or

its designated Inspector General or their authorized representative. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

SECTION X. OWNERSHIP OF DOCUMENTS

All briefs, memoranda and incidental to the Service Provider's work or materials furnished hereunder shall be and remain the property of the GBHWC including all publication rights and copyright interests, and may be used by the GBHWC without any additional cost to the GBHWC.

SECTION XI. INDEMNITY

The Service Provider agrees to save and hold harmless the GBHWC, its officers, agents, representatives, successors and assigns, and other governmental agencies from any and all actions, proceedings, claims, demands, costs, damage, attorney fees and all other liabilities and expense of any kind or any source which may arise out of the performance of this Agreement, caused by the negligent act or failure of the Service Provider, its officers, employees, servants, or agents, or if caused by the actions of any client of the Service Provider resulting in injury or damage to persons or property during the time when the Service Provider or any of officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Service Provider or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Service Provider, the Service Provider shall as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Director of the GBHWC by certified mail.

SECTION XII. CHANGES

The GBHWC may at any time, by written order make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work under this Agreement, or in the time required for this performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

SECTION XIII. INSURANCE

The Service Provider 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 Agreement. The Service Provider shall provide certificates of such insurance to the GBHWC when required and shall immediately report in writing to the GBHWC any insurance claims filed.

SECTION XIV. TERMINATION

XIV.1. Termination for Defaults:

XIV.1a Default.

If the Service Provider refuses or fails to perform any of the provisions of this Agreement with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Agreement, the GBHWC may notify the Service Provider in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the GBHWC, the GBHWC may terminate the Service Provider's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the GBHWC may procure similar professional services in a manner and upon terms deemed appropriate by the GBHWC. The Service Provider shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar professional services, goods or services.

XIV.1b The Service Provider's Duties.

Notwithstanding termination of the Agreement and subject to any directions from the GBHWC, the Service Provider shall take timely, reasonable, and necessary action to protect and preserve property in possession of the Service Provider in which the GBHWC has an interest.

XIV.1c Compensation.

Payment for completed professional services delivered and accepted by the GBHWC shall be per Section IV Compensation for the Service Provider's services. The GBHWC may withhold from amounts due the Service Provider such sums as the GBHWC deems to be necessary to protect the GBHWC against loss because of outstanding liens or claims of former lien holders and to reimburse the GBHWC for the excess costs incurred in procuring similar professional services. The Service Provider may pursue its rights under Section XVI Mandatory Disputes clause of this Agreement, and the Guam Procurement Laws and Regulations if it disagrees with the GBHWC's decision with regard to compensation.

XIV.1.d Erroneous Termination for Default.

If, after notice of termination of the Service Provider's right to proceed under the provisions of this clause, it is determined for any reason that the Service Provider was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Section XXII Force Majeure of this Agreement, the rights and obligations of

the parties shall be the same as if the notice of termination had been issued pursuant to such clause.

XIV.1.e 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 Agreement.

XIV.1.f Non-Profit Organization Special Reporting Requirements.

The Service Provider, if a non-profit organization subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. 33-66 Chapter XIII Section 6) or current fiscal year related mandate; and if the Service Provider fails to timely provide any reports or items set forth in Section VI Special Reporting Requirements for Non Profit Organizations of this Agreement; then the GBHWC pursuant to that section may after prior written reasonable notice 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 Agreement, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this Agreement by the Service Provider.

XIV.2. Termination for Convenience.

XIV.2.a Termination.

The Director of the GBHWC may, when the interest of the GBHWC so requires, terminate this Agreement in whole or in part, for the convenience of the GBHWC. The Director of the GBHWC shall give thirty (30) days prior written notice of the termination to the Service Provider specifying the part of the contract terminated and when termination becomes effective.

XIV.2.b The Service Provider's Obligations.

The Service Provider shall incur no further obligations in connection with the terminated professional services and on the date set in the notice of termination, the Service Provider shall stop work to the extent specified. The Service Provider shall also terminate outstanding orders and subcontracts as they relate to the terminated professional services. The Service Provider shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated professional services. The Service Provider must still complete the professional services not terminated by the notice of termination and may incur obligations as are necessary to do so.

In the event there is any deliverables and/or reports due per this Agreement, the Service Provider and the GBHWC shall meet and set up the delivery dates for those items not set forth in the written notice of termination.

XIV.2.c Compensation.

The Service Provider shall invoice the GBHWC in keeping Section IV Compensation for Service Provider's Services for professional services performed up to the date of termination.

XIV.3 Program Transition.

In the event of the termination under this Section XIV. Termination, the Service Provider shall take all steps necessary to ensure a smooth and professional transition of the program to prevent any interruption of the services to the clients and to preserve the integrity of the program. The Service Provider shall immediately prepare to relinquish all program related information, files, major equipment items, service contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or other tangible assets or items to the GBHWC.

SECTION XV.

PRODUCT OF SERVICE-COPYRIGHT

All materials developed or acquired by the Service Provider under this Agreement shall become the property of the GBHWC and shall be delivered to the GBHWC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Service Provider under this Agreement shall be subject of an application for copyright or other claim of ownership by or on behalf of the Service Provider.

SECTION XVI.

MANDATORY DISPUTE RESOLUTION CLAUSE

In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this Agreement, it is the intent of the GBHWC and the Service Provider that the terms of this clause are to be given precedence.

XVI.1. Disputes - Contractual Controversies.

The GBHWC and the Service Provider agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the Service Provider shall request the Director of GBHWC or his 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 Director of GBHWC or their designee shall immediately furnish a copy of the decision to the Service Provider, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

XVI.2. Absence of a Written Decision within Sixty Days.

If the Director of GBHWC, or his 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 Service Provider may proceed as though the

Director of the GBHWC, or his designee had issued a decision adverse to the Service Provider.

XVI.3 Appeals to the Office of Public Accountability.

The Director of the GBHWC, or his designee's decision shall be final and conclusive, unless fraudulent or unless the Service Provider appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

XVI.4. Disputes – Money Owed To or By the Government of Guam.

This subsection applies to appeals of the GBHWC's decision on a dispute. For money owed by or to the government of under this Agreement, the Service Provider 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 (18) 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 GBHWC under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the GBHWC. Appeals to the Office of the Public Auditor shall be made within sixty (60) days of the GBHWC's decision or from the date the decision should have been made.

XVI.5. Exhaustion of Administrative Remedies.

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

XVI.6. Performance of Contract Pending Final Resolution by the Court.

The Service Provider shall comply with the GBHWC's decision and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where the Service Provider claims a material breach of this contract by the GBHWC. However, if the Director of the GBHWC determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then the Service Provider shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the GBHWC.

SECTION XVII.

MANDATORY REPRESENTATIONS BY SERVICE PROVIDER

XVII.1. 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 shall 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.

XVII.2. 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 shall not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

XVII.3. 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.

XVII.4. 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 shall 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”.

XVII.5. 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 subcontractor 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.

XVII.6. Health Insurance Portability and Accountability (HIPPA).

The Service Provider shall comply with the Health Insurance Portability and Accountability Act (HIPAA of 1996, 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.

XVII.7. 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.

XVII.8 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.

XVII.9. 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.

XVII.10. 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.

XVII.11. 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.

XVII.12. 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

XVII.13. 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 Clean Indoor Air Act of 1992, P.L. 21-139, Title 10 GCA, Chapter 90].

XVII.14. 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.

XVII.15. 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.

---End of Sample Contract----

ANNUAL COST PROPOSAL RFP 01-2017**FORM K****Offeror:** _____

Page 1 of 2

The cost/budget amount is the same for each year of the contract.

Category	Hourly Rate (for A & B)	Year One	Year Two	Year Three
A. Personnel				
(Attach Staffing Pattern)		\$	\$	
		\$	\$	
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		\$	\$	

Cost Proposal Submitted by: RFP 01-2017

Page 2 of 2

Name: _____

Title: _____

Date: _____

Offer Amount: _____

(Same Amount for each contract year)

Cost Proposal ☐ Declined _____ (Reason)Cost Proposal ☐ Accepted

Negotiated Terms: _____

Accepted and agreed as negotiated by:

GBHWC:

Offeror:

By: _____
(Signature & Date)By: _____
(Signature & Date)

Name: _____

Name: _____

Title: _____

Title: _____

Recommended to approve by:

Panel Chairperson: _____

Name:

Signature

Date

GBHWC DIRECTOR'S APPROVAL

Offer is accepted and terms negotiated approved: _____

REY M. VEGA, DIRECTOR

Date

Federal Grant Fund Certifications and Assurances**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 letterhead 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 included at the end of this Application form.)
- (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.

7. 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 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Single Audit Act

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.

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.

Printed Name and Title of Official

Signature of Official Authorized

Date

Page 77 of 80



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

RECEIVED BY

17-0101 94
INTRA - GOV'T OF GUAM
WORK REQUEST

Z ACCOUNT: 5100Z172300WR405 ~~DOH-0001720~~ ☒ Original Request ☐ Amendment No.:

FROM BUREAU OF STATISTICS AND PLANS ~~2017 FEB 13~~ REQUEST NO. W17-0900-003
ORIGINATING DEPT. (9 digits only)

TO GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER ~~WELLNESS~~ ACCOUNT NO. 5101H160920E1109-280
ACCEPTING DEPT. with Object Class (19 digits only)

AMOUNT AUTHORIZED \$ 102,689.00 / VENDOR NO. (8 characters only)

DESIRED COMPLETION DATE 09/30/18 / OBLIGATION END DATE 09/30/18 / EXPENDITURE END DATE 11/30/18 /
MM/DD/YYYY MM/DD/YYYY MM/DD/YYYY

WORK / SOURCE DESCRIPTION / or FY 2015 FORENSIC MEDICAL EXAMINATION OF SEXUAL ASSAULT PROJECT
AMENDMENT JUSTIFICATION: (Program Title) MEMORANDUM OF UNDERSTANDING /

CERTIFICATION OF FUNDS AVAILABILITY REQUESTING OFFICIAL
TERRY L. CUARO, ASO 2/9/17 MANUEL Q. CRUZ, DEPUTY DIRECTOR 2/9/17
CERTIFYING OFFICER'S NAME / SIGNATURE DATE REQUESTING OFFICIAL'S NAME / SIGNATURE DATE

COST BREAKDOWN

OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$	\$	\$	\$ -
112 - OVERTIME				
113 - FRINGE BENEFITS				-
220 - TRAVEL	9,200.00 /	.		9,200.00 /
230 - CONTRACTUAL SERVICES	86,739.00 /	\$		86,739.00 /
240 - SUPPLIES & MATERIAL	6,750.00 /			6,750.00 /
250 - EQUIPMENT				
361 - POWER				
362 - WATER				
363 - TELEPHONE				
450 - CAPITAL OUTLAY				
- Bureau of Budget and Management Research				
TOTAL	\$ 102,689.00 /			\$ 102,689.00

REMARKS: BBMR USE ONLY ACCEPTING DEPT / AGENCY USE ONLY DOA USE ONLY
FEB 24 2017 FEB 13 2017
JOSE S. CALVO - DIRECTOR, BBMR REY VEGA - DIRECTOR, GBHWC
APPROVED BY DATE ACCEPTED BY DATE REVIEWED BY DATE

RECEIVED BY 17-0101
CHIEF OF BUREAU

IT IS MUTUALLY AGREED THAT:

250 Dot 2001712015

2017 FEB 13 AM 11:23

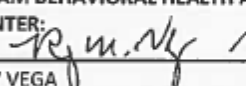
The Bureau of Statistics and Plans and the Guam Behavioral Health and Wellness Center certify that they will comply with all applicable Government of Guam and Federal laws, regulations and requirements as they relate to this grant funded project. In addition, this Memorandum of Understanding can be amended for funding increase or decrease, scope of work changes, contract and work request amendments, project extension or termination at any time by mutual consent by the Bureau of Statistics and Plans or the Guam Behavioral Health and Wellness Center. Thus, financial assistance may be terminated by the Bureau of Statistics and Plans or the Guam Behavioral Health and Wellness Center if it is determined that the project activities are not being carried out in compliance with the FY 2015 Forensic Medical Examination of Sexual Assault Project or with the terms of this Memorandum of Understanding. Furthermore, the Bureau of Statistics and Plans reserves the right to deobligate federal funds from the subgrantees' project, with sufficient notice, if the project is not proceeding in a timely manner.

BUREAU OF STATISTICS AND PLANS:


MANUEL Q. CRUZ
Deputy Director, Bureau of Statistics and Plans

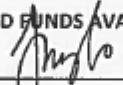
Date: 2/9/17

GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER:

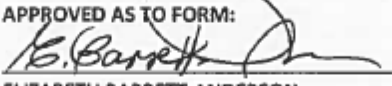

REY VEGA
Director, Guam Behavioral Health and Wellness Center

Date: FEB 13 2017

CERTIFIED FUNDS AVAILABLE:

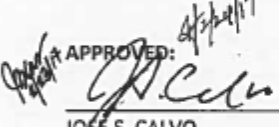

TERRY CUABO
Certifying Officer, Bureau of Statistics and Plans
Work Request #: W17-0900-003
Account #: 5101H160920E109
Amount: \$102,689
Date: 2/9/17

APPROVED AS TO FORM:


ELIZABETH BARRETT-ANDERSON
Attorney General, Office of the Attorney General
Date: 3/20/17

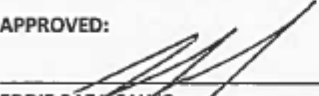
BOSP 17-0101

APPROVED:


JOSE S. CALVO
Director, Bureau of Budget and Management Research
Date: FEB 24 2017

CLEARED PER
BBMR'S REVIEW

APPROVED:


EDDIE BAZA CALVO
Governor of Guam
Date: APR 07 2017

Bureau of Budget and Management Research
FEB 16 2017

FORM A.1

RFP REGISTRATION FORM: RFP 01-2017

The individual, firm, entity or organization identified below is an interested party and/or "potential Offeror" to GBHWC RFP 01-2017 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 Address			
Contact Number(s)			
Facsimile Number(s)			
Point of Contact (POC) or Official representative			
POC Contact Number(s)	Tel:	Fax:	
Email Address			
GBHWC ACKNOWLEDGMENT	Print Name & Title	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 Camacho Road, Tamuning, Guam during weekdays, except holidays and weekends, faxed to (671) 649-6948 or emailed to marilyn.aflague@gbhwc.guam.gov