



GUAM BEHAVIORAL HEALTH AND  
WELLNESS CENTER  
Clinical Division  
Residential Recovery Program

**Request for Proposals**  
GBHWC RFP 2025-01

Professional Services for 24-Hour Residential, Therapeutic and  
Support Services for Adults with Serious Mental Illness  
With or Without Co-occurring Intellectual Disabilities

Supported by

American Rescue Plan Act (ARPA) Public Law 117-2,  
Title II Committee on Health, Education, Labor and Pensions  
Subtitle H Mental Health and Substance Disorder

ISSUED: December 10, 2024  
QUESTIONS DUE: December 13, 2024  
PROPOSALS DUE: December 19, 2024

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GBHWC RFP 2025-01

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**PUBLIC NOTICE**  
**REQUEST FOR PROPOSALS**



**Professional Services to provide 24-Hour Residential, Therapeutic  
and Support Services for Adults with Serious Mental Illness  
With or Without Co-occurring Intellectual Disabilities  
GBHWC RFP NO. 2025-01**

The Guam Behavioral Health and Wellness Center (the GBHWC) is soliciting proposals for professional services from for-profit or non-profit organizations, firms or individuals to provide 24-hour residential, therapeutic and support services for adults with serious mental illness with or without co-occurring intellectual disabilities that is funded 100% from the American Rescue Plan Act (ARPA), Public Law 117-2, Title II Committee on Health, Education, Labor and Pensions; Subtitle H Mental Health and Substance Use Disorder.

Request for Proposal (RFP) packages are available electronically on-line for public inspection at <https://gbhwc.guam.gov> or a hard copy at the Director's Office, GBHWC located on the First Floor, 790 Governor Carlos G. Camacho Road, Tamuning, Guam during the weekdays except holidays 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 Offerors and posted on <https://gbhwc.guam.gov>. A registration form is provided with the RFP as Form A. GBHWC will not be liable for failure to provide notice to any Offeror that does not register current contact information.

QUESTIONS regarding this RFP should be written and addressed to GBHWC Director through U.S. Mail, hand delivery, facsimile (671) 649-6948 or email to [marilyn.aflague@gbhwc.guam.gov](mailto:marilyn.aflague@gbhwc.guam.gov) by December 13, 2024. 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.

The DEADLINE FOR RECEIPT OF PROPOSALS is 4:30 P.M. Chamorro Standard Time, **December 19, 2024**. Original proposals must be submitted to the Director's Office by U.S. Mail, commercial courier, or hand delivery, and must be addressed to the Director, Guam Behavioral Health and Wellness Center. Electronic mail (email) **is not** acceptable for the proposal **except from off-island offerors who may submit digital copies with electronic signatures**.

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 as provided for in the regulations if the Director determines such to be in the best interest of GBHWC.

GBHWC is an equal opportunity employer.

Carissa E. Pangelinan, Director  
December 10, 2024

Paid 100% by Federal Funds (ARPA)

## **I. GENERAL INFORMATION**

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### **A. INTRODUCTION**

This request for proposal is issued by the Clinical Services Division, Residential Recovery Program at the Guam Behavioral Health and Wellness Center, 790 Governor Carlos Camacho Road, Tamuning, Guam 96913.

Formerly the Department of Mental Health and Substance Abuse (DMHSA), the Guam Behavioral Health and Wellness Center (hereinafter known as the GBHWC) is requesting professional services from for-profit, non-profit organizations, firms or individuals to provide 24-hour residential, therapeutic and support services for adults with serious mental illness with or without co-occurring intellectual disabilities. The services are 100% federal funded by the American Rescue Plan Act (ARPA), Public Law 117-2, Title II Committee on Health, Education, Labor and Pensions; Subtitle H, Mental Health and Substance Use Disorder.

Parties who are interested in bidding for this program may submit proposals that are directed towards residential recovery programs.

### **B. 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 <http://www.guamcourts.org/CompilerofLaws/index.html>. This Request for Proposal (RFP) is issued by the GBHWC, a line department of 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 “offeror”.

### **C. ALL PARTIES TO ACT IN GOOD FAITH**

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.

### **D. LIABILITY FOR COSTS TO PREPARE PROPOSAL**

The 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.

E. REGISTRATION OF INTERESTED PARTIES (Form A) Exhibit 1

Non-profit organizations, firms or individuals 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 may fax the RFP Registration Form attached hereto to facsimile number (671) 649-6948 or email to [marilyn.aflague@gbhwc.guam.gov](mailto: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.

F. DESIGNATION OF REPRESENTATIVE (Form B) Exhibit 2

The Offeror shall designate a representative to act on its behalf and who is knowledgeable of the scope of work and the quality of work to be performed or services to be rendered. The representative is authorized to receive all proposal-related communication(s). However, named representative must be an executive in order to execute contracts and other legal documents.

G. LICENSES (Form C) Exhibit 3

The Offeror shall submit a Guam business license, registration or certificate, a federal employers' identification number (EIN), Recognition of Exemption under Internal Revenue Section 501(c) (3), or other valid and current attachments with the proposal.

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](http://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 for 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 government of Guam. See P.L. 33-166 effective June 20, 2017 codified at 11 G.C.A. Chapter 71, Section 71114.

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**

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, Influence, Commissions and Conflicts of Interest (AG Procurement Form 002) Exhibit 4

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. Affidavit Re Non-Collusion (AG Procurement Form 003) Exhibit -5



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 (AG Procurement Form 004) Exhibit 6

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 (AG Procurement Form 005) Exhibit 7

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 (AG Procurement Form 006) Exhibit 8

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. Exhibit 8.a

6. Affidavit Re Contingent Fees (AG Procurement Form 007) Exhibit 9

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. CONTRACT, DURATION AND COMPENSATION

1. Type of Contract

The contract will be a fixed price contract that places responsibility on the contractor for the delivery of the product or the complete performance of the services or construction in accordance with the contract terms at a price that may be firm or may be subject to contractually specified adjustment.

2. Duration of Contract or Term of Service

a. The initial term contract shall begin upon the date that the Governor approves the contract, as signified by her execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government will issue a written notice to proceed notifying the vendor

when the services are to begin. The initial term of the contract shall end September 30, 2025, subject to the appropriation, allocation and availability of funds.

b. **Renewal Term**

At the option of the government, the contract may be renewed for two (2) one-year periods ("Renewal Term") up to FY 2027 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, and as agreed-to by Offeror, the contract may be extended after the final renewal term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the parties agree to more than six Monthly Extension Periods. The Monthly Extension Periods may be agreed-to by the parties only if the government is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government.

d. **Multiple Term Contract Multiple Certification of Funds.**

The Initial Term and subsequent terms of the 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 time after the first twelve (12) months (or pro-rata fiscal year if applicable) the contract shall be cancelled; however, this does not affect either GBHWC's rights or Offeror's rights under any termination clause of the contract. The GBHWC shall notify the Offeror 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 the cancellation of this multi-term contract as provided above the vendor will be reimbursed its unamortized, reasonably incurred, non-recurring costs.

There may be multiple certifications of funds by the GBHWC during any term of the contract as cleared by the Bureau of Budget and Management Research (BBMR Form CFF).

3. **Compensation**

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

a. **Invoices and Payments**

All compensation is subject to appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and

a monthly invoice in the form agreed by the parties. If less than a month of service is provided, the GBHWC shall pro-rate the payment based on the number of days of service provided.

Each invoice should include the total amount billed from the inception of the current contract year. 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 the agreement. In any reporting month there exists a discrepancy in the statistical, narrative or financial reports submitted by Offeror to GBHWC, ten percent (10%) of the invoice amount shall be withheld until the discrepancy has been resolved to the satisfaction of GBHWC.

b. Payment and Release of Claims

Final payment shall be made upon final satisfactory delivery and acceptance of all services herein specified and performed. Prior to final payment and as a condition precedent thereto, Offeror shall execute and deliver to GBHWC a release, in the form provided by GBHWC of claims against GBHWC and the government of Guam arising under and by virtue of the contract.

M. INDEPENDENT CONTRACTOR STATUS

Offeror understands that its relationship with GBHWC is as an independent contractor and not as an employee of 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.

N. CONFIDENTIAL/PROPRIETARY INFORMATION

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

**O. 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 it 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.

**P. 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 to 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.

**Q. EQUAL EMPLOYMENT OPPORTUNITY**

GBHWC is an equal opportunity employer and strictly adheres to a policy on non-discrimination activities in compliance with all applicable Federal and Guam laws in its labor practices and carries out all government programs and in such a manner that no person shall on the grounds of race, religion, color, sex, including sexual harassment and orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation be excluded from participation in, and be denied the benefits of, or be subject to discrimination with respect to any program or activities. See Title VI of the Civil Rights Act of 1964 as amended and Presidential Executive Order 11246, as amended and other relevant Federal and Territorial requirements; and Governor of Guam Executive Order 2006-16.

Offerors shall assure that no person shall on the grounds of race, religion, color, sex, including sexual orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation be excluded from participation in, be denied benefit of, or otherwise be subjected to discrimination under any program or activity under this Agreement.

Additionally, in keeping with Section II (4) of Governor of Guam E.O. 2006-16, Offerors shall meet the following contractual requirements:

1. In the event it is receiving ten thousand dollars (\$10,000) or have more than fifty (50) or more employees, it shall develop an equal opportunity affirmative action plan, using standard guidelines established by the Guam Department of Labor, within sixty (60) days after the Effective Date of this Agreement. Furthermore,

within ninety (90) days of the award and annually thereafter for the duration of the Agreement, Offerors under this section shall submit affirmative action reports to the Guam Department of Labor.

2. In the event it is receiving less than ten thousand dollars (\$10,000) or has less than fifty (50) employees, it shall not be required to develop an equal opportunity affirmative action plan, except, however, Offerors shall be strictly prohibited from discrimination on the basis of race, religion, color, sex, including sexual orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation.
3. Offerors shall flow through the requirement in this Section Q Equal Opportunity Nondiscrimination to its subcontractors.
4. Offerors shall comply with all Federal and Guam laws and regulations including the Guam Department of Labor laws and regulations and (new) P.L. 33-64 Guam Employment Non-discrimination in Employment Act of 2015 codified as 22 GCA Chapter 5 Article 2, which additionally includes as unlawful employment practice or unlawful discrimination grounds race, sex (including gender identity or expression), age, religion, color, honorably discharged veteran and military status, sexual orientation, or ancestry. The definitions for "sexual orientation", "gender identity or expression" and "veteran and military status" as set forth in 22 GCA §5202(h), (i) and (j). An Offeror that is a "religious employer" in keeping with P.L. 33-64 §5(a) is exempt from the religious discrimination provisions of Title VII of the Civil Rights Act of 1964 as set forth in §5 in more detail. In the event Offeror is part of Government of Guam (new) P.L. 33-64 is codified at 4 GCA Chapter 4, §4101(a) as amended. If Offeror is found not to be in compliance with the requirement in this Section Q Equal Opportunity Non-discrimination during the life of this Agreement, this Offeror agrees to make appropriate steps to correct these deficiencies.

#### R. 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.

#### S. 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 an 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 email or mail and confirmed in the amendment. The amendment(s) must be attached to the proposal.

**T. PROPOSAL SELECTION**

GBHWC will be responsible for final selection of acceptable proposal(s). 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 as a subrecipient of this federal grant. 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 Amendments to Request for Proposal, the GBHWC will select a qualified Offeror, in keeping with the subaward evaluation criteria set forth in the RFP. Offerors must receive a minimum of 70% of total rating. Only one subrecipient will be sought to be awarded by GBHWC, in the order of its respective qualification and evaluation ranking.

**U. ERRORS AND OMISSIONS**

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

**V. MANDATORY FEDERAL FORMS**

The documents listed are an integral part of this request for proposal, and the Offeror is expected to be informed and comply wherein applicable to the guidance referenced and incorporated herein as if fully re-written.

Coronavirus State and Local Fiscal Recovery Funds; Department of the Treasury; CRF 31 CFR 35; Pages 4338-4454 (117 Pages); January 27, 2022	<a href="#">Federal Register :: Coronavirus State and Local Fiscal Recovery Funds</a>
64986 Federal Register, Vol 88, No. 181, September 20, 2023; Department of Treasury 31 CFR Part 35 Coronavirus State and Local Fiscal Recovery Funds (Interim Final Rule)	<a href="#">2023-Interim-Final-Rule.pdf</a>
Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions (FAQ) March 29, 2024	<a href="#">SLFRF-Final-Rule-FAQ.pdf</a>

Title 2 Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Amended October 2, 2024	<a href="#">eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</a>
Assistance Listing 21.027. 2022 State and Local Fiscal Recovery Funds Compliance Supplement April 2022	<a href="#">2022 Compliance Supplement</a>
Assistance Listing 21.027. 2023 State and Local Fiscal Recovery Funds Compliance Supplement 2023	<a href="#">2023-SLFRF-Compliance-Supplement-21-027.pdf</a>
Assistance Listing 21.027. 2024 State and Local Fiscal Recovery Funds Compliance Supplement May 2024	<a href="#">2024 SLFRF Compliance Supplement</a>
<b>Compliance and Reporting Guidance State and Local Fiscal Recovery Funds October 15, 2024 Version: 8.0</b>	<a href="https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf">https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf</a>

**W. MULTIPLE OR ALTERNATE PROPOSALS**

Multiple or alternate proposal (s) are not allowed and will be considered non-responsive and proposal (s) will be returned.

## SECTION II. SCOPE OF WORK

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The scope of work utilizes the Residential Recovery Program (RRP) developed by the U.S. District Court-appointed Federal Management Team (FMT) in close collaboration with GBHWC staff. The current RRP manual can be viewed on-line at [www.gbhwc.guam.gov](http://www.gbhwc.guam.gov) and is currently under review for update and revision.

### A. Level II Criteria.

1. Mary Clare Independent Group Home
  - a. Five (5) consumers with a primary diagnosis of a serious/severe mental illness (e.g., Schizophrenia, Schizoaffective Disorder, Bipolar Disorder, Major Depressive Disorder).
  - b. Consumers require a moderately-structured environment, limited personal care and/or regular supervision, moderate assistance with activities of daily living.
2. Hinanao-Ta (Our Journey) Residential Home
  - a. Five (5) consumers with a primary diagnosis of a severe mental illness (e.g., Schizophrenia, Schizoaffective Disorder, Bipolar Disorder, Major Depressive Disorder) and have mild-to-moderate intellectual disability.
  - b. Consumers require a moderately-structured environment, limited personal care and/or regular supervision, moderate assistance with activities of daily living.

### B. Scope of Services

1. This request for a proposal ensures appropriate housing options with 24-hour supervision for ten (10) eligible consumers with conditions described in Item A hereinabove. Consumers referred to this program have been identified to be medically stable but unable to live independently in the community even with family supports and GBHWC intensive outpatient services.
2. Offeror will provide rehabilitative and behavioral health care services with the goal of providing 24-hour care and supervision in a community base home.
3. Behavioral health services shall be provided by Guam Behavioral Health and Wellness Center to include psychiatric, and psychological consultative services.
4. The GBHWC psychological consultative services includes:
  - a) Annual Comprehensive Psychological Assessment/Evaluation Report;



- b) Monthly and quarterly consultative services on behavioral strategies to improve consumers' rehabilitative goals, along with clinical recommendations, as needed.
5. The offeror daily programming will focus on the assisting the consumers to improve the following:
- a) Activities of daily living (ADLS);
  - b) Instrumental activities of daily living (IADLS);
  - c) Social skills;
  - d) Vocational;
  - e) Management of psychiatric symptoms and family/community living skills.
6. The staff of the program shall provide 24-hour monitoring, daily skill building programming, in-house support services for ADLS/IADLS, psychiatric symptoms management skills, assistance/training to access transportation, case management, supportive counseling, healthcare and medication management, recreational and/or leisure activities, guardian/family member training and supports, other transportation services, vocational and transitional planning services.
7. Offeror will assess each consumer's ADLS/IADLS, then develop a comprehensive annual rehabilitative treatment plan which will be reviewed monthly, quarterly and annually.
8. Offeror will provide to GBHWC staff a quarterly and annual report that includes the following items:
- a) Health/medical to include medication changes;
  - b) Progress with ADLS/IADLS;
  - c) Progress in management of psychiatric or identified behaviors;
  - d) Recreational/leisure and family involvement;
  - e) Transitional and other recommendations.
- C. Minimum services to be included, but limited to:
1. Operational Services:
- a) Facility to operate the residential home;
  - b) Supplies, food, filtered water, and first-aid kits;
  - c) Maintenance of the home, including electricity, water, telephone, cable television and internet services.

**D. Support Services:**

1. **Daily programming and supports:** Improve consumers' ability with activities of daily living (such as bathing dressing eating preparing basic meals dressing washing clothes and other grooming and hygiene activities).
2. **Nutritional services:** Daily programming to assist consumers to select, purchase and prepare basic nutritious meals.
3. **Health medical and medication services:** Daily programming to assist and support consumers to maintain healthy living lifestyle to include management of healthcare/medical appointments. Staff will assist consumer to improve skills in medication management for behavioral health and medical conditions.
4. **Symptom management:** Daily programming to assist, train and support consumers to improve skills and managing psychiatric and behavioral symptoms impacting functioning in the home with family/guardians and community.
5. **Supportive counseling:** Offeror will provide supportive counseling services which will include training consumers to use problem-solving skills and personal awareness skills to manage and resolve personal and interpersonal conflicts and issues.
6. **Instrumental activities of daily living:** Daily programming and supports to improve consumers' ability and skills with home management (e.g. house cleaning, room cleaning, laundry, yard maintenance and organization/care of personal items), time management, money management (e.g. budgeting and shopping for groceries and other supplies).
7. **Vocational and educational development:** Daily programming and staff support to assist consumers to identify and participate in educational, prevocational and vocational activities.
8. **Recreation leisure and spiritual activities:** Daily programming and staff support to assist consumers to identify and for dissipate in recreational and community based leisure activities to include spiritual activities in accordance with their individual and religious release and preferences.
9. **Guardian/Family training supports and activities:** Services and staff support to assist guardians and family members to improve their knowledge and skills in assisting consumer with independent and community living skills and supports.

**E. Deliverables**

Offeror will provide professional services to ten (10) beds in the residential treatment facilities approved by GBHWC based on size, neatness, structure, age and suitability, with an

array of services to adults with severe/serious mental illness. Currently there are ten (10) consumers in the residential program.

Offeror must ensure appropriate fiscal accountability. In order to be eligible for services, a person must be an adult GBHWC consumer with severe/serious mental illness, as referred by GBHWC service providers. Consumers who progress to a level exceeding the services as evaluated and referred by GBHWC/MDDT, will be processed in a manner agreed to by GBHWC and Offeror to move to a less restrictive environment.

1. Housing
  - a. Offeror is to provide ten (10) beds in an adequate, safe, stable, and appropriately supervised residential treatment facilities for GBHWC adult consumers with severe/serious mental illness.
  - b. Decisions about admissions and discharges from the programs will be made by GBHWC;
2. Administrative
  - a. Offeror must be a residential treatment home services provider at the effective date of the contract and must meet all licensing requirements;
  - b. Offeror must implement a 24-hour crisis service;
  - c. Offeror must have cooperative agreements with medical and mental health facilities to provide emergency and ongoing medical/mental health services;
  - d. Offeror must negotiate linkages with community resources for needed services and evaluations, and as required, develop formal affiliation agreements with other community agencies to provide essential services;
  - e. Offeror shall implement a GBHWC Transition Plan that describes how consumers, already receiving mental health services, will be transitioned smoothly into new programs/services, with minimal disruption;
  - f. Offeror shall meet on a quarterly basis with GBHWC clinical staff to provide information regarding consumers served. At these meetings, review of services provided will help evaluate the progress of services and lead to the modification of service plans as needed;
  - g. The Administrative/Management office of Offeror should be located in Guam;
  - h. Offeror shall coordinate all efforts closely with all GBHWC mental health programs;
  - i. Offeror shall ensure that programs meet all applicable licensing and certification requirements of Guam;

- j. Offeror will provide to GBHWC staff a quarterly and annual report that includes the following items:
  - 1) Health/medical issues, concerns, appointments to include documentation of medication changes;
  - 2) Progress with ADLS/IADLS;
  - 3) Progress in management of psychiatric or identified behaviors;
  - 4) Recreational/leisure activities and family involvement;
  - 5) Transitional planning; and
  - 6) Other recommendations.

Additionally, Offeror will provide monthly invoice of services rendered.

**F. Population to be Served**

Offeror will work collaboratively and cooperatively with GBHWC to serve adult consumers with severe/serious mental illness referred by GBHWC clinical team and who meets the following criteria:

- 1. Age: Adults 18 years and older.
  - a. General Admission Criteria;
  - b. The consumers demonstrates symptomatology (the study of symptoms or the combined symptoms of a particular disease) consistent with the current Diagnostic and Statistical Manual of Mental Disorders;
  - c. The consumers do not require the services of a psychiatric hospital;
  - d. The consumers are not sufficiently stable to be treated outside of residential therapeutic environment;
  - e. The consumers lack skills sufficient to maintain his/her living in the community with treatment at a lower level of care;
  - f. The consumers do not constitute a direct threat to the health and/or safety of himself/herself and others.

The specific program level of care admission criteria will be based on the program description of each home. Exception to the admission criteria will only be made with discussion and agreement amongst the consumers' treatment team (comprising of staff from GBHWC and Offeror) and the GBHWC residential admission team and only in rare and unusual circumstances.

- 2. Program Specific Criteria.
  - a. Level II;
  - b. Consumers require a moderately structured environment;

- c. Consumers require limited personal care and/or regular supervision;
- d. Consumers require moderate assistance with activities of daily living;
- e. Consumers may have developmental/emotional challenges.

3. Exclusion Criteria.

Any of the following criteria is sufficient for exclusion from this level of care:

- a. Acute behavioral, cognitive, or affective loss of control that could result in danger to self or others and is in need of admission into crisis stabilization unit services;
- b. The consumers have medical conditions or impairments that would prevent beneficial utilization of services; medical conditions are primary and mental health issues are secondary; the consumers are not adequately stabilized on medications, or medical conditions require on-going care that cannot be provided within the Residential Recovery Program (RRP);
- c. The consumers require a level of structure and supervision beyond the scope of the program;
- d. The consumers can be safely maintained and effectively treated at a less intensive level of care;
- e. The primary presenting problem is social, legal, economic (i.e., housing, family, conflict, etc.), or one of physical health without a concurrent major psychiatric episode, meeting criteria for this level of care, or admission is being used as an alternative to incarceration.

G. Mental Health Services

1. Offeror will:

- a. Develop clinical evaluation methods and maintain on a monthly basis, specific and measurable markers of progress for each consumer based on the assessment tool recommended by GBHWC clinical teams.

Services provision shall involve a collative process between Offeror and GBHWC clinical team and, most importantly the consumer and his/her family, with a goal of helping the consumer identify, access, and utilize those resources needed to assist in their rehabilitation;

- b. Assist the consumers' active involvement in all services, as well as the coordination of services;
- c. Demonstrate treatment progress and movement towards discharge into independent living and a lower level of care.

- d. Provide or assure the precision of support services necessary to enable the consumers to maintain and succeed in community living, including but not limited to:
- 1) Supportive counseling;
  - 2) Transportation to community services;
  - 3) Learning and performing basic living skills;
  - 4) Building a personal social network;
  - 5) Support services needed for the consumers to attain vocational goals;
  - 6) Assisting consumers in obtaining benefits for which he/she may be eligible;
  - 7) Linking consumers with other community services;
  - 8) Providing prevocational training and accompany with vocational assessments;
  - 9) Parenting skills, collaboration with families, communities, and inpatient facilities;
  - 10) Social, leisure time access to parks, movies, restaurants, etc., utilizing natural supports whenever feasible;
  - 11) Utilizing/ developing a social support system;
  - 12) Assisting the consumers in the integration of therapeutic principles and psychosocial skills into his/her natural environment and daily routine; and
  - 13) When appropriate, other assessments will be provided for occupational therapy, physical therapy, and speech therapy.

2. GBHWC will:

- a. Make determinations on admissions and discharges from the programs;
- b. Complete a comprehensive evaluation which identifies the consumer's strengths and weaknesses in relation to the skill demands and support required in the particular environment in which the consumer wants to or needs to function;
- c. Provide an appropriate mix of professional services, to include when appropriate, psychiatric services, psychological services (individual therapy, group therapy, family therapy, assessments of emotional functioning, adaptive functioning, diagnostic evaluation, and behavioral assessment), and counseling. When appropriate, other assessments will be provided for occupational therapy, physical therapy, and speech therapy. Offeror will collaborate with the responsible party for dental services needed by the consumer. In the event that the consumer does

not have the resources for dental service, GBHWC will cover one annual dental exam and cleaning;

- d. Upon referral to offeror program, GBHWC staff member will provide a baseline psychological assessment and evaluation report to assist offeror and staff in the development of a comprehensive rehabilitative treatment plan;
- e. GBHWC staff member will provide consultative services to assist offeror with additional behavioral strategies to improve consumers' rehabilitative progress, if warranted;
- f. GBHWC will participate in offeror's quarterly and annual review meetings. In offeror's meeting, group home staff will review consumers' progress and achievement of the rehabilitative treatment goals; and
- g. GBHWC will provide psychiatric and medication management services, if warranted.

#### G. Crisis Services

- 1. Crisis intervention and support services shall be provided twenty-four (24) hours per day, seven (7) days per week. Crisis services are necessary to assist consumers in controlling and resolving critical or dangerous problems that threaten personal safety or wellbeing. The focus of crisis intervention is on problems or barriers to rehabilitation that threaten the person's life or functional abilities.
- 2. A crisis assistance plan shall be developed within the first thirty (30) days of awarded contract describing twenty-four (24) hours accessibility of staff. In addition, consumers shall have an individualized crisis contingency plan.

#### H. Outcome measures. (Programmatic)

All services provided must be individualized, appropriate, and aimed at improving the functioning of the consumers. The following outcome measures will be employed to determine the value of the programs and their success in achieving established goals using methods recommended by the consumers' clinical team.

- 1. Evidence of compliance with requirements of the program.
- 2. Results indicating a more social integrated person (social relations).
- 3. Increase of natural supports and social integration and activities with family, friends, co-workers, and neighbors; increased sense of individualism and increased sense of self-respect/indignity, as indicated by a consumer satisfaction report.

4. Increased capacity for independent functioning at a greater capacity for independent community living.
5. Increased movement toward financial stability.
6. Decrease in legal problems that may threaten or jeopardize the rehabilitative process.

In addition to the measures outlined above, a consumer satisfaction survey may be utilized to determine the satisfaction with services provided.

#### I. Consumer Rights Protection

Offeror will identify barriers and disadvantages that threaten the exercise of equal rights and equal opportunities of persons with severe/serious mental illness in the areas of housing, education and employment and will identify and when possible implement the means of eliminating those barriers for the consumers served through this contract.

Offeror will use a systematic approach to ensure the protection of rights, and equal opportunity of this population. Offeror shall provide education in personal advocacy to consumers served through the contract and their families to aid them in understanding their rights, and make them aware of the availability of external resources to assist in upholding these rights.

Offeror shall assist consumers in efforts to ensure that consumers receive appropriate housing and education services and employment consideration, support the goal of the Americans with Disabilities Act of 1990 as well as the 1973 Vocational rehabilitation Act and subsequent amendments. Offeror shall assist consumers to eliminate unfair treatment and discrimination against the qualified workers with disabilities, to improve access to mainstream resources and to obtain consideration of disabled applicants' qualifications taking into account reasonable accommodations and support services.

Under no circumstances shall Offeror provide legal counsel or representation of consumers through this contract.

Offeror shall at all times be compliant with all laws and regulations that govern the protection of persons with disabilities and /or age.

#### J. Staffing Requirements

1. The GBHWC also requires offerors to present satisfactory evidence that the personnel have sufficient experience and are qualified to provide these services. Entities submitting proposal must be able to demonstrate in detail their stability in the community to provide Level II residential and support services to adults with severe/serious mental illness. The proposal must include current resumes of staff



with experience providing services to adults with severe/serious mental illness, and must identify a lead staff that would be responsible for the development of the comprehensive rehabilitative treatment plans and treatment outcomes.

The following lists the minimum qualification for treatment staff with at least one member as the lead clinical staff:

- a. Social work, counseling or related fields; and
  - b. Care worker staff must have high school diploma (or GED), valid driver's license and training in rehabilitative models, behavioral health, etc. will commence upon hire).
2. Training.
- a. Offeror shall implement and maintain, on an ongoing basis, an in- service training program for the staff, with training sessions in keeping with licensing requirements; and
  - b. Provide for intensive initial training of staff relevant to their program component, including behavioral crisis management training.
3. Written job evaluations are to be completed annually on each staff member.
- K. Programmatic Record Keeping
1. Consumer shall have a case record which will have at a minimum, the following information:
    - a. Identifying information – Gender/race/ address of the consumers; birth dates and birthplaces of the consumers; name and address of the consumers' current places of employment or schools; courts and/or legal status and names of person authorized to give consent, if applicable; the names, addresses and phone numbers of other persons or providers involved with the consumer case/plan; the consumers' physician's addresses and phone numbers;
    - b. Health records – Must include any serious or life-threatening medical condition of the consumers, including a description of any current treatment or medication necessary for the treatment of serious or life-threatening condition(s) and /or any known allergies;
    - c. Complete history of the consumers including, where applicable: family data; employment record; prior medical history; medications; known allergies; as well as any other such pertinent information;

- d. The Consumer assessments, evaluations and individualized plan(s), and progress measured in accordance with recommendations of GBHWC clinical team;
  - e. Any incident reports involving the consumers; and
  - f. Any other record keeping requested or mandated by Local and Federal laws.
2. Consumers records shall be stored (secured) in such a manner as to be accessible to all staff involved with the consumers and still protect the consumers' confidentiality. Closed consumer records will be retained for the period prescribed by law.
  3. Written comprehensive evaluations, service, agreements, financial assets, public housing, and nourishment stipends statements information, and quarterly summaries are to be maintained on each consumer. Quarterly summaries are to provide documentation of services provided, including outcomes achieved and/or barriers with plans to address them and personal financial information. Copies of quarterly summaries and financial information are to be provided to referring GBHWC clinical team and contract monitor.

L. Required Documentation

1. Offeror will employ record-keeping procedures which will provide an audit trail for expenditures and income received. Appropriate financial documentation for reimbursement if applicable must be submitted monthly to GBHWC. Failure to establish and retain adequate documentation of all expenditures represents a contractual breach and will result in disallowance of such expenditures.
2. All work under the contract shall be monitored by GBHWC. Program review of contract conditions of the statement of work will be conducted by GBHWC on a semi-annual basis, and more frequently as necessary. Offeror shall respond to issues of concern raised by GBHWC clinicians within fifteen (15) days of receipt. GBHWC will be responsible for conducting site visits as a means for conducting any program reviews of the contract.
3. Results of program evaluations will be made available for periodic surveys by GBHWC.
4. GBHWC is responsible for the technical direction of the contract, which includes reviewing and accepting all reports relative to consumer services, financial documentation and verification, and other reports as requested. Notwithstanding any other terms of the contract, failure of Offeror to submit required reports when due, perform services, or deliver required work will result in the withholding of payments under the contract.

5. Offeror will document consumers' financial information on a GBHWC form that describes consumers' availability of funds from any source that may provide for housing, nourishment, and money to be spent for the consumers' needs. This completed form will be submitted monthly as an attachment to the monthly invoices for payment of services.

M. Admission and Discharge

1. Admission/Referrals for Admission:

All referrals for admission will come from GBHWC. Treatment Team will be sent to Offeror for review. All appropriate consumers shall be accepted, or discussion of denial shall be held, with GBHWC clinical team.

2. Discharges:

Discharge Planning is a dynamic process which shall be developed with active participation of the consumers, and are initiated when discharge criteria (i.e., the conditions under which services are no longer clinically necessary). Discharge Plans shall include a written summary of the consumers' program, progress, date and reason for discharge and recommendations and referrals for further treatment and services. Discharge Plans must be completed within 30 days of discharge by the residential clinical staff, the guardian (if applicable) and/or consumer, and a copy forwarded to the referring GBHWC clinician.

- a. Planned. – The consumers are discharged from the program according to time frames established in the service agreement with consensus of the consumers and/or their guardians, Offeror and treatment personnel.
- b. Unplanned. – If consumers elope or voluntarily leave, Offeror must make every effort to find the consumers and assist in finding appropriate alternative housing if recommended. Efforts could include (but are not limited to) contacting law enforcement and families.
- c. Emergency. – Offeror shall have an emergency management plan in place which covers event to include: elopement, criminal behavioral, medical and psychiatric emergencies and natural and manmade disasters. The plan shall include the mitigation, preparedness, staff orientation of the plan, response and rehabilitation. Consumer may be removed from the program by Offeror when the consumers' continued presence poses a danger to self and other consumers, staff or members of the community.

Formal notice for the emergency discharge must be provided to treatment personnel and GBHWC within twenty-four (24) hours after discharge.

N. Fraud and Abuse

1. Offeror shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
  2. Such policies and procedures must be in accordance with local and federal regulations. Offeror shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist Offeror in preventing and detection potential fraud and abuse activities.
- O. Designated Point of Contact. Offeror shall have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

The scope of work is written by Reina R. Sanchez, Clinical Services Administrator, and approved by Carissa E. Pangelinan, GBHWC Director.

### III. PROPOSAL CONTENTS, REQUIREMENTS, AND INSTRUCTIONS

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#### A. GENERAL INSTRUCTIONS

**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. In order to ensure a uniform review process and to obtain the maximum degree of comparability, at a minimum, each proposal shall be prepared as follows:

1. **Written Proposals**  
All proposals must be type-written using a 12-point font preferably but no smaller than 10-point font with all pages numbered consecutively. The GBHWC will not accept handwritten proposals.
2. **Title Page**  
The title page must have the name of the offeror, the location of the offeror's principal place of business, telephone and facsimile numbers, and email address.
3. **Table of Contents.**  
The proposal must be organized with headings/titles, references or subjects and page numbers listed in the table of contents.
4. **Designations of Contact Person. Proposal Signature Form**  
A responsible official must be identified by name, title and contact information if different from the offeror's. The designated official must be able to answer any questions regarding the offeror's proposal and must be able to negotiate the fee and other contract terms. (Form B)
5. **Licenses, certifications, financial statements.**  
A business license, the offeror's federal employer identification number (EIN), or tax identification number (TIN), if any. Current financial statement or audit of the past five years of operation. (Form C)
6. **Statement of understanding.**  
A 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.
7. **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.
8. 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.
9. 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. RESUMES, LICENSES, CERTIFICATIONS MUST BE CURRENT.
  - b. Staff position titles/description of work responsibilities.
  - c. Community partners – organization/volunteers.
10. Service Delivery.
- a. Proposed services (a discussion of the program that the service providers 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.
11. 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.
12. Letters, awards, or other forms of recognition that demonstrate confidence in the work performed by the offeror.
13. Reporting System
- a. Regular progress reporting mechanism.
  - b. Tracking of financial activity.
  - c. Tracking system to report project progress.
  - d. Performance measures on completion of services contained in Section IV.
14. **Mandatory Forms (must be filled out and signed with an original ("wet", no electronic signature except from off-island offerors)**
- a. Proposal Registration (Form A).

- b. Proposal Signature (Form B).
- c. Submitting Licenses (Form C).
- d. Affidavit re Disclosing Ownership and Commission (AG Form 002)
- e. Affidavit re Non-Collusion (AG Form 003)
- f. No Gratuities or Kickbacks Affidavit (AG Form 004)
- g. Ethical Standards Affidavit (AG Form 005)
- h. Wage Determination and Benefit (AG Form 006)
- i. Contingent Fees (AG Form 007)
- j. Acknowledgment of Sample Business Associate Agreement (Form D).
- k. Cost Proposal (Annual Budget) – (Form F). (Must be separated & sealed)

**B. REQUIREMENTS AND INSTRUCTIONS**

1. All proposals shall 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. If the offeror is a firm, the proposal should include a resume of the firm's principal(s).
2. The offeror is required to read each 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. The proposals shall be filled out in ink or typewritten and signed in ink. The erasures or other changes in a proposal must be explained or noted over the signature of the offeror. The 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. The proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind shall be rejected by GBHWC as being incomplete.
  - a. The GBHWC also requires respondents to present satisfactory evidence that the consultancy and personnel have sufficient experience and are qualified to provide these services. Entities submitting proposal must be able to demonstrate in detail their stability in the community to provide Substance Abuse treatment within a Continuum of Care. The proposal must include resumes of treatment staff with experience and expertise in treatment, certification and must identify a program manager that would be responsible for treatment outcomes and contractual performance. The following lists the positions and the minimum qualifications. with

- Program Manager must have experience in managing residential services for adults with serious mental illness.
- Social Worker must have Master's degree in social work, psychology or any behavioral science degree, case experience working with severe mental illness population within a residential setting.
- Case Worker must have high school diploma, valid Guam driver's license, and training in recovery models, behavioral health, etc. (will commence upon hiring).



## IV. GENERAL PROCEDURES

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### A. RECEIPT AND REGISTRATION OF PROPOSAL

1. 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 at the specified location prior to the deadline. The deadline for receipt of proposals by the GBHWC is **4:30 P.M. December 12, 2024**.
2. All proposals must be submitted via U.S. mail, courier or hand-delivered to the attention of the GBHWC Director.

Mailing & Delivery Address:

Carissa E. Pangelinan, Director  
Guam Behavioral Health and Wellness Center  
790 Governor Carlos G. Camacho Road  
Tamuning, Guam 96913  
Tel (671) 647-1901, 647-5400

Offeror shall submit one (1) original, one (1) electronic copy (flash drive) and four (4) hard copies of the proposal. Envelope must 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.

3. Offeror must submit the Cost/Budget proposal in a separate sealed envelope (1 original and 4 copies) at the same time the proposal is submitted. Envelope must 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. Mode of Delivery. All proposals may be delivered/submitted as follows:
  - a. On Island: Proposals may be hand-carried and received at the GBHWC on or before the submission date and time. No facsimiled or emailed proposals will be accepted;
  - b. Off-Island: Proposals may be emailed and received at [marilyn.aflague@gbhwc.guam.gov](mailto:marilyn.aflague@gbhwc.guam.gov) and electronic signature(s) are acceptable as permitted by the Uniform Electronic Transaction Act, codified in Guam Law as 18 GCA Sec 91101.
5. Questions regarding this RFP should be written and addressed to the GBHWC Director through U.S. Mail, hand-delivery, facsimile (671-649-6948) or emailed to [marilyn.aflague@gbhwc.guam.gov](mailto:marilyn.aflague@gbhwc.guam.gov) by **4:30 P.M., December 5, 2024**. 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.

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 the GBHWC accept a late proposal unless GBHWC is closed by external shutdown, local emergency, natural disaster or by order of the Governor or government official or as allowed by the GBHWC director.

**B. OPENING OF PROPOSALS**

Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two procurement officials (Director, Deputy Director, Administrative Services Officer, administrative officer or other procurement designee). 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 for public inspection only after award of the subaward contract. Proposals of offerors who are not awarded the contract shall not be opened for public inspection. (2 GAR 3114(h)(2))

**C. PROPOSAL EVALUATION AND ASSIGNED WEIGHTS**

After official receipt and determination of acceptability of all proposals, a panel will evaluate the proposals. Each proposal will be evaluated according to the following evaluation factors and their relative importance designated by a number of points totaling 100.

EVALUATION CRITERIA	ASSIGNED WEIGHT
<b>Understanding of RFP:</b> The organization’s familiarity with the needs of the consumers and knowledge of overall services and support required.	10
<b>Work Plan/Project Execution:</b> The organization’s description of how they will provide services detailed in Section II, Scope of Work.	35
<b>Corporate/Organization Experience:</b> Experience in successfully managing projects, inclusive of similar projects accomplished or underway. Demonstrated ability to meet schedules, deadlines or reporting requirements, or a history of work with GBHWC to include cooperativeness, openness, and collegial relationship.	20

<b>Qualification of Personnel:</b> The qualifications and abilities of key personnel proposed to be assigned to perform the services as reflected by technical training and education, developmental disabilities experience, and other specific experience. Section III, B.3]	15
<b>Financial Information.</b> Current, certified financial statement or audit within the last five years that demonstrates offeror's financial ability to sustain first year's operation without the revenue from this proposal's contract.	15
<b>Equipment, Facilities and Accounting Software:</b> The equipment, computer systems, accounting software, and facilities to perform the required services are available or will be made readily available at the time of contracting.	5

Total Points: 100

**D. DISCUSSION**

1. **Discussions Permissible.** The head of the agency conducting the procurement or the appointed review panel shall evaluate all proposals submitted and may conduct discussion(s) with any Offeror. The purposes of such discussion shall be to:
  - a. Determine in greater detail such offeror's qualifications or clarification on information submitted, and
  - b. explore with the offeror the scope and nature of the required services, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach.
2. **No Disclosure of Information.** Discussions shall not disclose any information derived from proposals submitted by other offerors, and the GBHWC shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the offeror awarded the contract shall be open to public inspection except as otherwise provided in the contract. (see §114(h)(1), Receipt and Handling of Proposals, Registration).
3. **Modification or Withdrawal of Proposals.** Proposal may be modified or withdrawn by the offeror at a time prior to the conclusion of discussions.

**E. NEGOTIATION AND AWARD OF CONTRACT**

After an evaluation of responsive offerors has been completed, offerors will be ranked from highest to lowest according to the number of points received during the evaluation. The highest ranked responsive offeror is the best qualified and will be invited to negotiate a contract.

The GBHWC will negotiate a contract with the best responsive 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.
3. Agreeing upon compensation which is fair and reasonable within the local market, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

**F. RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT**

The GBHWC shall have the right to reject all offers, and or individual offerors in whole or in part, and/or cancel this RFP as provided for in the regulations if the Director determines such to be in the best interest of the GBHWC.

**G. 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 shall be placed in the file and the 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, the 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 the GBHWC be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited 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.

## V. CONTRACTUAL TERMS

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### 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 <https://www.guamag.org/> and the Department of Administration General Service Agency [www.gsa.doa.guam.gov](http://www.gsa.doa.guam.gov) all have useful procurement information and forms.

### B. SAMPLE CONTRACT (Form E)

Appendix 1

A proposed contract is attached to this RFP as Sample Contract (Form E). Offerors are advised that the Sample Contract is the general form of contract that the GBHWC will enter into with the awarded Contractor. In the event that offerors have any issues or questions as to the Sample Contract Clause in Form E, they must raise them in the RFP process similar to any issues or inquiries 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 E 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.

## VI. ATTACHMENTS

The following attachments are made a part to this RFP, and are identified as mandatory (Exhibits) and/or Informational (Appendixes). Many require acknowledgement by the offeror and a notary public, or certification through the original (wet) signature of the offeror who is an executive or delegated representative. Proposals that do not contain notarized and/or original (wet) signatures will be deemed “unresponsive” and will be returned to the offeror(s).

No.	Category	Reference		Document	Requirement
1	Mandatory	Exhibit 1	40	Proposal Registration (Form A)	Delivery to GBHWC
2	Mandatory	Exhibit 2	41	Designation of Representative (Form B)	Wet Signature
3	Mandatory	Exhibit 3	42	Licenses (Form C)	Wet Signature
4	Mandatory	Exhibit 4	43-46	Affidavit Re Disclosing Ownership, Influence, Commissions and conflicts of Interest (AG Proc. Form 002)	Wet & Notarized Signature
5	Mandatory	Exhibit 5	47	Affidavit Re Non-Collusion (AG Proc. 003)	Wet & Notarized Signature
6	Mandatory	Exhibit 6	48	Affidavit Re Gratuities or Kickbacks (AG Proc. Form 004)	Wet & Notarized Signature
7	Mandatory	Exhibit 7	49	Affidavit Re Ethical Standards (AG Proc. Form 005)	Wet & Notarized Signature
8	Mandatory	Exhibit 8	50	Declaration Re Compliance with U.S. Department of Labor (DOL) Wage Determination (AG Proc. Form 006)	<b>Wet Signature</b>
9	Mandatory	Exhibit 8.a	51-59	U.S. DOL Wage Determination 2015-5693, Revision No. 22, Issued 7/22/2024	(Attachment to AG Proc. Form 006)
10	Mandatory	Exhibit 9	60	Affidavit Re Contingent Fees (AG Proc. Form 007)	Wet & Notarized Signature
11	Mandatory	Exhibit 10	61-68	Acknowledgement of Sample Business License Associate Agreement (Form D)	Wet Signature
12	Informational	Appendix 1 Exhibit 11	69-96	Sample of Contractual Agreement (Form E)	Reference
13	Mandatory	Exhibit 12	97-98	Annual Cost Proposal Template (Form F)	Wet Signature
14	Mandatory	Exhibit 13	99	Registration Unique Entity Identifier	Wet Signature
15	Mandatory	Exhibit 14	100-102	Compliance with Federal Financial Accountability Transparency Act	Wet Signature
16	Mandatory	Exhibit 15	103	Limited English Proficiency Certification	Wet Signature
17	Mandatory	Exhibit 16	104	Civil Rights Requirements	Wet Signature
18	Mandatory	Exhibit 17	105	Certification Debarment, Suspension, Ineligibility and Voluntary Exclusion	Wet Signature
19	<b>Mandatory</b>	Exhibit 18		<b>Title 2 Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Amended October 2, 2024</b>	<b>Mandatory</b>
20	Informational	Exhibit 19 Appendix 2	239-345	Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions (FAQ) March 29, 2024	Acknowledgement
21	Mandatory	Exhibit 20	346-409	Compliance and Reporting Guidance State and Local Fiscal Recovery Funds October 15, 2024 Version: 8.0	Wet Signature
22	Informational	Exhibit 21 Appendix 3	410-460	Assistance Listing 21.027. 2022 State and Local Fiscal Recovery Funds Compliance Supplement April 2022	Acknowledgement

23	Informational	Exhibit 22 Appendix 4	461-480	Assistance Listing 21.027. 2023 State and Local Fiscal Recovery Funds Compliance Supplement 2023	Acknowledgement
24	Mandatory	Exhibit 23	481-519	Assistance Listing 21.027. 2024 State and Local Fiscal Recovery Funds Compliance Supplement May 2024	Mandatory

Electronic signatures accepted from off-island offerors.

**Certification and Acknowledgement:**

Offeror certifies and acknowledges all the documents listed above and attached or linked, and will comply as necessary and as applicable.

By: \_\_\_\_\_

(Offeror Name, Signature, and Title)

Date: \_\_\_\_\_

23	Informational	Exhibit 22 Appendix 4	461-480	Assistance Listing 21.027. 2023 State and Local Fiscal Recovery Funds Compliance Supplement 2023	Acknowledgement
24	Mandatory	Exhibit 23	481-519	Assistance Listing 21.027. 2024 State and Local Fiscal Recovery Funds Compliance Supplement May 2024	Mandatory

Electronic signatures accepted from off-island offerors.

**Certification and Acknowledgement:**

Offeror certifies and acknowledges all the documents listed above and attached or linked, and will comply as necessary and as applicable.

By: \_\_\_\_\_

(Offeror Name, Signature, and Title)

Date: \_\_\_\_\_

Note: Attachments identified as Pages 40-519 will be published as an amendment GBHWC RFP 2025-01-A01.