



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
Professional Services Unit

Request for Proposals
GBHWC RFP 2025-02

Professional Services for
GBHWC Pharmacy Management System

Supported by
Local Funds 10 GCA Section 86109
(General Fund Annual Appropriations)

ISSUED: July 7, 2025
QUESTIONS DUE: July 11 25 2025
PROPOSALS DUE: July 22, 2025

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PUBLIC NOTICE
REQUEST FOR PROPOSALS
GBHWC PHARMACY MANAGEMENT SYSTEM
GBHWC RFP NO. 2025-02



The Guam Behavioral Health and Wellness Center (the GBHWC) is soliciting proposals for professional services from organizations, firms or individuals to provide a pharmacy management system that is funded by annual local appropriations (10 GCA Section 86109a).

Request for Proposal (RFP) packages are available electronically on-line for public inspection at <https://www.gbhwc.guam.gov> or a hard copy can be obtained 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://www.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 by July 11, 2025. 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 no later than 4:30 P.M. Chamorro Standard Time, **July 22, 2025**. 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
July 7, 2025

Paid 100% by Local Government Funds

SECTION I. GENERAL INFORMATION

A. INTRODUCTION AND OVERVIEW

This request for proposal is issued by the GBHWC Pharmacy of the Professional Services Unit at the Guam Behavioral Health and Wellness Center, 790 Governor Carlos Camacho Road, Tamuning, Guam 96913.

A pharmacy management system transforms how prescription orders are managed, enhancing the entire process for increased efficiency and accuracy. It includes features such as patient registration, seamless order entry, and thorough prescription verification to ensure every detail is meticulously handled. The system supports ePrescribing and incorporates vital interaction checks to enhance patient safety.

From the dispensing process to the provision of patient information leaflets, every aspect is designed to improve service quality. Additionally, the ability to upload controlled prescriptions to the Prescription Monitoring Program (PMP), along with point-of-sale integration and efficient claims processing, makes it a comprehensive solution for modern pharmacies. The added functionality of image scanning ensures that all prescriptions are securely documented and easily accessible.

The Guam Behavioral Health and Wellness Center Pharmacy was using Oracle Cerner for its pharmacy management system. However, the system had sunsetted in December 2024. Consequently, the GBHWC Pharmacy is searching for a new system that is either comparable to or superior to the previous pharmacy management system. Our primary focus is on improving workflow efficiency, ensuring patient safety, and providing accurate and timely dispensing of medications.

GBHWC is seeking an outpatient pharmacy management system provider who can assist in a seamless transition that would include training and technical support for such as:

1. Outpatient Pharmacy Management Software Platform
2. Point of Sale (POS) System
3. Inventory Management
4. Prescription Management
5. Barcode Scanning
6. Patient Profiles
7. Customer Communication
8. Billing and Insurance Management
9. Security and Data Protection
10. Offers features of LTC/Nursing Home Module

11. Can provide real-time customer service support that accommodates Guam time
12. Regulatory and compliance
13. Capable of formatting their system to our old labels, printers, and document scanners to reuse the equipment
14. Offers pharmacy software with research and development features that enable the addition and design of new functionalities, enhancing both its capabilities and security.
15. Offers complete hardware and software solutions to implement application deployment requirements.

It is anticipated that the contract would be fixed price for a multi-term of five (5) years with an option for our (4) one-year renewals. Funding will be provided from local appropriations.

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

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 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.

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.

M. 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. Initial Term

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 provider when the services are to begin. The initial term of the contract shall end September 30, 2026, subject to the appropriation, allocation and availability of funds.

b. Renewal Term

At the option of the government, the contract may be renewed for four (4) one-year periods ("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, 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 provider 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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 S 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 V Equal Opportunity Non-discrimination during the life of this Agreement, this Offeror agrees to make appropriate steps to correct these deficiencies.

S. 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.

T. 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.

U. PROPOSAL SELECTION

GBHWC will be responsible for the 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 a successful offeror. 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 contract evaluation criteria set forth in the RFP. Offerors must receive a minimum of 70% of total rating. Only one offeror will be sought to be awarded by GBHWC, in the order of its respective qualification and evaluation ranking.

V. 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.

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.

X. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

1. The Service Provider shall defend at its own expense, the government of Guam and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Guam, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon the Service Provider's trade secret infringement relating to any product or service provided under this Agreement, the Service Provider agrees to reimburse the government of Guam for all costs, attorneys' fees and the amount of the judgment. To qualify for such a defense and/or payment, the government of Guam shall:
 - a. Give the Service Provider prompt written notice of any claim;
 - b. allow the Service Provider to control the defense or the settlement of the claim; and
 - c. cooperate with the Service Provider in a reasonable way to facilitate the defense or settlement of the claim.
2. If any product or service becomes, or in the Service Provider's opinion is likely to become the subject of a claim of infringement, the Service Provider shall at its option and expense:
 - a. Provide a procuring agency the right to continue to using the product or service;

- b. replace or modify the product or service so that it becomes non-infringing;
or
- c. accept the return of the product or service, less the unpaid portion of the purchase price any other amounts due the Service Provider. The Service Provider's obligations shall be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

SECTION II. SCOPE OF WORK

The GBHWC Pharmacy is seeking a comprehensive and robust Pharmacy Management System (PMS) to replace the previously phased-out Oracle Cerner system. This new system is critical to automate prescription order management, enhance operational efficiency, ensure regulatory compliance, and improve patient care. The chosen system must integrate seamlessly with existing hardware and workflows while providing advanced functionalities for patient data management, prescription processing, inventory control, billing and reporting.

A. OBJECTIVES

The primary objectives for the new Pharmacy Management System are:

1. Streamline prescription processing, dispensing, and billing.
Automate and optimize the workflow from prescription entry to dispensing and insurance claims, reducing manual errors and increasing throughput for approximately 120 prescriptions per day.
2. Improve inventory management and drug tracking.
Implement real-time inventory control to prevent stockouts and overstocking, manage expiration dates, and enhance overall drug traceability.
3. Ensure compliance with healthcare regulations.
Adhere strictly to HIPAA, DEA, FDA, DSCSA, and local Guam regulations, including seamless reporting to the local Prescription Drug Monitoring Program (PDMP).
4. Facilitate patient engagement and medication adherence.
Provide tools for patient communication, medication, synchronization, and compliance tracking to improve patient outcomes.
5. Provide reporting and analytics for informed decision making.
Generate comprehensive reports on all aspects of pharmacy operations to support continuous improvement and strategic planning.

B. CURRENT ENVIRONMENT AND CONSTRAINT

The GBHWC Pharmacy currently operates with the following infrastructure:

1. Daily Prescription Volume
Approximately 120 prescriptions
2. Workstations
 - a. Four (4) general workstations
 - b. One (1) dedicated billing workstation
3. Servers
 - a. One (1) on-site physical server
 - b. One (1) virtual server

4. Printers (for prescription labels):
 - a. One (1) LexMark MS821 printer
 - b. One (1) HP LaserJet 1320 printer
5. Scanners (for document scanning)
 - a. Two (2) Epson DS-320 scanners
 - b. One (1) Fujitsu fi-7160 scanner
6. Consumables:
 - a. Drug Package LLC, code LASTW-S39-4 for prescription labels
 - b. Drug Package LLC, code UD-8007-2 for unit dose blister (inpatient units)
 - c. Drug Package LLC, code MA-6130 for cold seal blister cards
 - d. Drug Package LLC, code UD-8009-1 for liding label sheet (nursing home)

The new system must be compatible and offers customization options and tailor system to align with GBHWC's daily workflow process to fit GBHWC's pharmacy needs.

C. SCOPE OF WORK: ESSENTIAL FEATURES, SPECIFICATIONS & FUNCTIONALITIES

The selected Pharmacy Management System platform must provide the following features, specifications and functionalities:

1. Technical Requirements
 - a. Deployment Flexibility: The system must be capable of operating on virtual servers located on-site at the OTECH datacenter within the government of Guam domain.
 - b. Network and Security Compliance: The system must be compliant with the government of Guam wide Area Network (GGWAN) and its antivirus application, SentinelOne (refer to <https://otech.guam.gov> for more information).
 - c. Setup, Installation and Data Conversion: Provision for complete setup, installation, and data conversion, including the migration of ten (10) years of existing historical data to the new system or its equivalent (refer to <https://www.cms.gov> for more information).
 - d. Customization and Workflow Alignment: The system must offer robust customization options to tailor the platform to align with GBHWC's daily workflow and processes, specifically addressing the pharmacy's unique operational needs.
 - e. Training and Transition Support: Comprehensive onboarding training and dedicated support for pharmacy staff to ensure a smooth transition and proficient utilization of the new system.
 - f. HIPAA Compliance: Strict adherence to HIPAA regulations, ensuring the security, privacy and confidentiality of patient data while complying with both local and federal regulations.

- g. **System Testing:** Provision for assistance to pharmacy staff to perform thorough testing of the system before its official launch, ensuring proper functionality and addressing any potential issues.
- h. **Provider Experience:** The proposing provider must have at least five (5) years of proven experience in pharmacy management system provider business, with no serious federal or local violations. Subcontractors should be included and/or identified for any part of the scope of work or specification(s).
- i. **Customer Service and Support:** Provision of responsive customer service support with a clearly defined plan for addressing issues and questions that may arise during regular day-to-day pharmacy operations. Support must accommodate Guam time zone.
- j. **Regular Updates and Maintenance:** The system must be regularly updated to ensure ongoing software security, performance and feature enhancements.
- k. **Existing Hardware Compatibility:** The system must be capable of being formatted to work seamlessly with existing labels (Drug Package LLC codes LASTW-S39-4, MS-6131, UD-8009-1), printers (LexMark MS821 HP LaserJet 1320) and document scanners (Epson DS-320, Fujitsu fi-7160).
- l. **Drug Packaging Provider Integration:** The system must be capable of integrating directly with drug packaging providers to support bubble wrap dosage for Long Term Care (LTC) facilities.
- m. **Comprehensive Cost Proposal:** The cost proposal must include all costs related to shipping and handling of necessary hardware and software equipment for deployment and implementation. This includes installation costs, four (4) barcode scanners, an SQL server, and any other software and hardware needed for complete implementation. Additionally, it should account for all relevant expenses associated with the transition and installation process (which includes four (4) desktop computers, two (2) LexMark printers, one (1) Signature Capture Pade and one (1) document scanner. **The annual cost proposal (Form F) is to be submitted in a separate, sealed envelope and will be opened after evaluation of the technical part of the proposal and to the highest rated offeror. (See Section IV General Procedures).**
- n. **Contract Terms and Pricing:** Provide clear terms/detailed pricing for monthly yearly licenses and support. (This information shall be included in the sealed, annual cost proposal (Form F).

2. Patient Management

- a. **Comprehensive Patient Information:** Ability to store comprehensive patient information including:
 - 1) Allergies and drug interaction checks to prevent harmful medication combinations.
 - 2) Detailed medical history for accurate medication dispensing and counseling.
 - 3) Barcode scanning for easy patient and prescription retrieval.
 - 4) Refill management with automated reminders.
- b. **Medication Synchronization:** Functionality to help patients synchronize their medication refills to a convenient monthly pick-up date to improve patient compliance and adherence.
- c. **Prescription Status Tracking:** Ability for the pharmacy to track the status of prescriptions from receipt, data input, preparing, counting and dispensing to ensure timely fulfillment.
- d. **Electronic Prescribing (E-prescribing):** Seamless integration with Electronic Medical Records (EMR) to receive and process prescriptions electronically, reducing errors and improving efficiency.
- e. **Interoperability:** Integration with other healthcare systems and applications such as Electronic Medical Records (EMR), insurance portals and patient portals.
- f. **Medication Processing and Dispensing Efficiency:** Enables efficient and accurate medication processing and dispensing through barcode scanning to help reduce errors.
- g. **Information and Online Resources:** Provides access to a comprehensive database and online resources for drug interactions, dosages and other relevant information to streamline operations and enhance patient care.
- h. **Long Term Care (LTC)/Nursing Home Module:** Dedicated module for LTC/Nursing Home operations, including features such as batch processing and facility-specific patient management. Must be able to provide hard copies of the Medication Administration Record (MAR).
- i. **Automated Patient Reminders:** Capability to safely send automated reminders and alerts via SMS, email or other channels to remind patients to pickup their medications.

3. Billing and Insurance Management

- a. **Automated Claims Submission.** Software must automatically submit claims to various insurance plans reducing manual effort and minimizing errors.
 - b. **Eligibility and Benefits Verification:** Software must assist in verifying patient insurance eligibility and benefits, ensuring accurate billing and preventing claim denials.
 - c. **Claims Tracking and Reconciliation:** Software must allow pharmacies to track the status of claims, identify any issues, and reconcile payments with insurance companies.
 - d. **Point of Sale (POS) Integration:** Integrated Point of Sale (POS) software to streamline pharmacy operations by managing sales, inventory and patient data. Key features include prescription and medication barcode scanning, inventory management, integration with different payment systems, and multiple payment options (cash, credit card and mobile payments).
 - e. **Insurance Audit Support:** System design must support insurance audits by offering features for claims processing and reconciliation, data reporting and analysis, audit trail management to locate specific data points during audits and compliance features.
 - f. **Realtime Adjudication:** Supports billing and insurance processing by integrating with insurance providers and Pharmacy Benefits Manager (PBM) for real-time claim and adjudication, prior authorization and insurance co-payment and deductible.
4. **Inventory Management**
- a. **Real-time Inventory Control:** Provides accurate and up-to-date information in real-time on medication stock levels to prevent shortages and overstocking.
 - b. **Expiration Date Tracking:** Functionality for tracking expiration dates to minimize waste and ensure patient safety.
 - c. **Automated Reorder Alerts:** Generates alerts for medication when stock levels are low.
 - d. **Barcode Scanning for Inventory Updates:** Utilizes barcode scanning technology to quickly and accurately update inventory levels for receiving, dispensing and returns.
 - e. **Reporting and Analytics:** Generates reports on inventory levels, sales and purchasing trends to optimize operations and facilitate informed decision-making.

5. Regulatory Compliance

- a. Comprehensive Regulatory Adherence: The system must ensure regulatory compliance and security, strictly adhering to Guam and federal (DEA and FDA) regulations related to pharmacy operations. This includes, but is not limited to, the Drug Supply Chain Security Act (DSCSA) and Controlled Substance Reporting to the local Prescription Drug Monitoring Program (PDMP).
- b. Protect Health Information (PHI) Security. Protects patient's Protected Health Information (PHI) and requires secure data storage, robust access control mechanisms, and a defined data breach response plan.
- c. Regulatory Reporting Tools: Offers tools to generate reports and documents required for regulatory compliance, such as DEA inventory reports, and local/state-specific reports.
- d. Compliance Training Resources: Software should offer training modules and resources to help pharmacy staff stay compliant with regulations and best practices.

D. DELIVERABLES

The selected provider shall provide, but not be limited to, the following deliverables:

1. Fully installed and configures Pharmacy Management System software.
2. All necessary hardware components as specified (e.g., barcode scanners, SQL server).
3. Complete data migration of ten (10) years of historical data.
4. Comprehensive training materials and sessions for all pharmacy staff.
5. System testing documentation and results.
6. User manuals and technical documentation.
7. Contractual Agreement (aka Service Level Agreement (SLA)) outlining support, maintenance and update procedures.
8. Detailed price breakdown for licenses, support and any recurring costs (Annual cost proposal, Form F).

E. PROJECT TIMELINE

A detailed project timeline, including key milestones for installation, data migration, training, testing and go-live will be developed in collaboration with the selected provider. The GBHWC Pharmacy aims for a smooth and efficient transition, minimizing disruption to daily operations, especially given the previous system's (Cerner) phase-out in December 2024.

F. PROVIDER QUALIFICATIONS

In addition to the technical qualifications as stated in Section III of the RFP, the chosen provider must demonstrate:

1. A strong understanding of outpatient pharmacy operations and regulatory requirements.
2. A proven track record of successful implementations in similar pharmacy environments.
3. Financial stability and ability to provide long-term support and updates
4. Responsive and knowledgeable customer support available during Guam business hours.

(See Section III.B.2.1-5 for positions)

G. EVALUATION CRITERIA

Proposals will be evaluated based on:

1. Compliance with all technical requirements and functionalities.
2. Overall system features, usability and scalability.
3. Proposed implementation plan and timeline.
4. Customer support and maintenance plan.
5. Total cost of ownership, including initial setup, licenses and ongoing support.
6. Provider experience and references.
7. Ability to meet specific customization needs of GBHWC Pharmacy.

(Additionally covered in Section IV.C.)

The scope of work is written by Quenie-Mei T. Fisher, Pharmacist-in-Charge and Joseph Baza, GBHWC Computer System Analyst; collaborated by Frank L.G. Lujan, Jr., Chief Technology Officer of the Guam Technology Office, and approved by Carissa E. Pangelinan, GBHWC Director.

SECTION III. PROPOSAL CONTENTS, REQUIREMENTS, AND INSTRUCTIONS

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).

Excluded in the above list is Form E (sample contract) that will be executed between GBHWC and the successful offeror.

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 outpatient substance treatment. The proposal must include resumes of project staff with industry experience and expertise The following lists the minimum qualifications for project staff:

- 1) Software Implementation (Installer):

BS in Computer Science or Software Engineering; responsible for installing, configuring, and customizing pharmacy management software.

- 2) Software Trainer:
BS in Computer Science, BS in Information Technology; educates staff on how to effectively use software features.
- 3) Technical support: BS in Computer Science, BS in Information Technology; identifies and resolves software issues that arise during daily operations
- 4) System Analyst:
BS in Computer Science, BS in Information Technology; installs, configures, and maintains Local Area Networks (LAN), Wide Area Networks (WAN), data communications networks, operating systems, and both physical and virtual servers.
- 5) Data Analyst:
BS in Computer Science, BS in Business Information System; involves data collection, data cleaning, and data modeling to identify areas for improvement.

SECTION IV. GENERAL PROCEDURES

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. Proposals which, for any reason, are not delivered will not be considered. The deadline for receipt of proposals by the GBHWC is **no later than 4:30 P.M. July 22, 2025.**
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, Acting 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 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 on or before **4:30 P.M. July 11, 2025 (Guam Standard Time)**. 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.

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 designees). 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 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
Understanding of RFP: The organization's familiarity with the needs of the consumers and knowledge of overall services and support required.	10
Work Plan/Project Execution: The organization's description of how they will provide services detailed in Section II, Scope of Work.	35
Corporate/Organization Experience: 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

Qualification of Personnel: 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 II, Section III, B.2.a)	15
Financial Information. 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
Equipment, Facilities and Accounting Software: 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

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 (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	Page	Document	Requirement
1	Mandatory	Exhibit 1	34	Proposal Registration (Form A)	Delivery to GBHWC
2	Mandatory	Exhibit 2	35	Designation of Representative (Form B)	Wet Signature
3	Mandatory	Exhibit 3	36	Licenses (Form C)	Wet Signature
4	Mandatory	Exhibit 4	37-40	Affidavit Re Disclosing Ownership, Influence, Commissions and conflicts of Interest (AG Proc. Form 002)	Wet & Notarized Signature
5	Mandatory	Exhibit 5	41	Affidavit Re Non-Collusion (AG Proc. 003)	Wet & Notarized Signature
6	Mandatory	Exhibit 6	42	Affidavit Re Gratuities or Kickbacks (AG Proc. Form 004)	Wet & Notarized Signature
7	Mandatory	Exhibit 7	43	Affidavit Re Ethical Standards (AG Proc. Form 005)	Wet & Notarized Signature
8	Mandatory	Exhibit 8	44	Declaration Re Compliance with U.S. Department of Labor (DOL) Wage Determination (AG Proc. Form 006)	Wet Signature
9	Mandatory	Exhibit 8.a	45-54	U.S. DOL Wage Determination 2015-5693, Revision No. 22, Issued 07/22/2024	(Attachment to AG Proc. Form 006)
10	Mandatory	Exhibit 9	55	Affidavit Re Contingent Fees (AG Proc. Form 007)	Wet & Notarized Signature
11	Mandatory	Exhibit 10	56-63	Acknowledgement of Sample Business License Associate Agreement (Form D)	Wet Signature
12	Informational	Appendix 1 Exhibit 11	64-92	Sample of Contractual Agreement (Form E)	Reference
13	Mandatory	Exhibit 12	93-94	Annual Cost Proposal Template (Form F)	Wet Signature

Email proposals with electronic signatures will be accepted from off-island offerors.



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
GBHWC RFP 2025-02
GBHWC PHARMACY MANAGEMENT SYSTEM

PROPOSAL REGISTRATION

The individual, firm, entity or organization identified below is an interested party and/or "Offeror" to GBHWC RFP 2025-02 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.

Date	
Name of Organization or Individual	
Business or Home Address	
Mailing Address	
Contact Number(s)	
Facsimile Number(s)	
Point of Contact (POC) or Official representative	
POC Contact Number(s)	
POC Facsimile Number(s)	
Email Address	
Special Comment or Request(s)	

For those reviewing this proposal from the website, this registration form can be delivered to GBHWC, 790 Governor Carlos Camacho Road, Tamuning, Guam during weekdays, except holidays; faxed to (671) 649-6948 or emailed to marilyn.aflague@gbhwc.guam.gov (The completed registration must be part of the proposal offer.)

PROPOSAL SIGNATURE FORM**For GBHWC RFP 2025-02**

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 FOR SUBMITTING ALL LICENSES
For GBHWC RFP 2025-02**

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 DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND
CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract.** This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals.**

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeree/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

☐ The Bidder/Offeree/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☐ The Bidder/Offeree/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

///

///

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(date)

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a
corporation

Subscribed and sworn to before me

This ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

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

 Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20____.

 NOTARY PUBLIC

My commission expires _____, _____.

AG Procurement Form 003 (Jul. 12, 2010)

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 _____, _____.

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

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"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	
Daniel W. Simms Director	Division of Wage Determinations
Wage Determination No.: 2015-5693 Revision No.: 24 Date Of Last Revision: 06/02/2025	

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85***
01012 - Accounting Clerk II		16.67***
01013 - Accounting Clerk III		18.64
01020 - Administrative Assistant		23.15
01035 - Court Reporter		18.86
01041 - Customer Service Representative I		14.06***
01042 - Customer Service Representative II		15.39***
01043 - Customer Service Representative III		17.22***
01051 - Data Entry Operator I		13.28***
01052 - Data Entry Operator II		14.49***
01060 - Dispatcher, Motor Vehicle		18.86
01070 - Document Preparation Clerk		15.02***
01090 - Duplicating Machine Operator		15.02***
01111 - General Clerk I		12.37***
01112 - General Clerk II		13.50***
01113 - General Clerk III		15.15***
01120 - Housing Referral Assistant		21.02
01141 - Messenger Courier		12.00***
01191 - Order Clerk I		13.76***
01192 - Order Clerk II		15.02***
01261 - Personnel Assistant (Employment) I		16.86***
01262 - Personnel Assistant (Employment) II		18.86
01263 - Personnel Assistant (Employment) III		21.02
01270 - Production Control Clerk		25.27

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01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	16.86***
01311 - Secretary I	16.86***
01312 - Secretary II	18.86
01313 - Secretary III	21.82
01320 - Service Order Dispatcher	16.86***
01410 - Supply Technician	23.15
01420 - Survey Worker	18.69
01460 - Switchboard Operator/Receptionist	18.98***
01531 - Travel Clerk I	15.02***
01532 - Travel Clerk II	16.85***
01533 - Travel Clerk III	18.26
01611 - Word Processor I	15.02***
01612 - Word Processor II	16.86***
01613 - Word Processor III	18.86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.14
05010 - Automotive Electrician	17.97
05040 - Automotive Glass Installer	16.81***
05070 - Automotive Worker	16.81***
05110 - Mobile Equipment Servicer	14.42***
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.81***
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.20***
05250 - Motor Vehicle Upholstery Worker	15.64***
05280 - Motor Vehicle Wrecker	16.81***
05310 - Painter, Automotive	17.97
05340 - Radiator Repair Specialist	16.81***
05370 - Tire Repairer	12.98***
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.43***
07041 - Cook I	16.18***
07042 - Cook II	18.86
07070 - Dishwasher	10.80***
07130 - Food Service Worker	10.57***
07210 - Meat Cutter	13.36***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.49***
11060 - Elevator Operator	10.67***
11090 - Gardener	16.81***
11122 - Housekeeping Aide	10.67***
11150 - Janitor	10.67***
11210 - Laborer, Grounds Maintenance	12.71***
11240 - Maid or Houseman	10.59***
11260 - Pruner	11.37***
11270 - Tractor Operator	15.39***
11330 - Trail Maintenance Worker	12.71***
11360 - Window Cleaner	11.92***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60

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12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.91***
12222 - Nursing Assistant II	14.52***
12223 - Nursing Assistant III	15.85***
12224 - Nursing Assistant IV	17.79
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22***
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73***
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71***
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23

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15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67***
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.60***
16030 - Counter Attendant	11.60***
16040 - Dry Cleaner	13.23***
16070 - Finisher, Flatwork, Machine	11.60***
16090 - Presser, Hand	11.60***
16110 - Presser, Machine, Drycleaning	11.60***
16130 - Presser, Machine, Shirts	11.60***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.60***
16190 - Sewing Machine Operator	13.79***
16220 - Tailor	14.34***
16250 - Washer, Machine	12.14***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.87***
21030 - Material Coordinator	25.27
21040 - Material Expediter	25.27
21050 - Material Handling Laborer	13.83***
21071 - Order Filler	10.67***
21080 - Production Line Worker (Food Processing)	15.87***
21110 - Shipping Packer	17.12***
21130 - Shipping/Receiving Clerk	17.12***
21140 - Store Worker I	17.46***
21150 - Stock Clerk	24.56
21210 - Tools And Parts Attendant	15.87***
21410 - Warehouse Specialist	15.87***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58***
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81***
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	17.12***

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23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	14.03***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.66
23440 - Heavy Equipment Operator	18.87
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	26.47
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.07***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.27***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	15.47***
24620 - Family Readiness And Support Services Coordinator	16.09***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.89***
27007 - Baggage Inspector	10.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.89***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.63***
27102 - Guard II	11.89***

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27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.68***
28042 - Carnival Equipment Repairer	14.95***
28043 - Carnival Worker	10.11***
28210 - Gate Attendant/Gate Tender	14.50***
28310 - Lifeguard	11.60***
28350 - Park Attendant (Aide)	16.21***
28510 - Recreation Aide/Health Facility Attendant	13.02***
28515 - Recreation Specialist	20.09
28630 - Sports Official	12.91***
28690 - Swimming Pool Operator	17.71***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.62
29020 - Hatch Tender	28.62
29030 - Line Handler	28.62
29041 - Stevedore I	26.63
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.99
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
30361 - Paralegal/Legal Assistant I	21.15
30362 - Paralegal/Legal Assistant II	26.20
30363 - Paralegal/Legal Assistant III	32.04
30364 - Paralegal/Legal Assistant IV	38.76
30375 - Petroleum Supply Specialist	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21
30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	22.96
30621 - Weather Observer, Senior (see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations	

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31010 - Airplane Pilot	35.43
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
31043 - Driver Courier	10.53***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	12.48***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.50***
31362 - Truckdriver, Medium	12.48***
31363 - Truckdriver, Heavy	17.88
31364 - Truckdriver, Tractor-Trailer	17.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27***
99030 - Cashier	10.51***
99050 - Desk Clerk	10.13***
99095 - Embalmer	29.28
99130 - Flight Follower	29.20
99251 - Laboratory Animal Caretaker I	26.81
99252 - Laboratory Animal Caretaker II	29.29
99260 - Marketing Analyst	21.54
99310 - Mortician	29.20
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.39***
99710 - Recycling Laborer	19.05
99711 - Recycling Specialist	25.72
99730 - Refuse Collector	18.04
99810 - Sales Clerk	11.36***
99820 - School Crossing Guard	19.01
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	26.81
99841 - Vending Machine Repairer	34.14
99842 - Vending Machine Repairer Helper	26.81

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and

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with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time 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, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

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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

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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:

I. 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 _____

SAMPLE BUSINESS ASSOCIATE AGREEMENT PROVISIONS

(Published January 25, 2013)

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

(Print Name and Title)

Signature of Authorized Individual

Date

**CONTRACTUAL AGREEMENT
BETWEEN
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
AND**

(Professional Services for GBHWC Pharmacy Management System)

GBHWC RFP 2025-02

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

WHEREAS, **GBHWC** desires to grant a Contractual Agreement (herein referred to as contract) to _____; and

WHEREAS; **GBHWC** requested proposals from qualified _____ to act as a contractor to provide a pharmacy management system; and

WHEREAS, **GBHWC** has provided adequate public announcement of the need for such service through a request for proposal (**GBHWC RFP 2025-02**) 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 **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, **GBHWC** and the **Service Provider**, in consideration of mutual covenants hereinafter set forth, agree as follows:

**SECTION I.
PURPOSE**

To provide professional services for a pharmacy management system at GBHWC.

SECTION II.
SCOPE OF WORK

The Service Provider shall provide the services set forth in GBHWC RFP 2025-02. A copy of GBHWC RFP 2025-02 Section II Scope of Work is attached to this contract as Exhibit A.

SECTION III.
CONTRACT TERM

A. Initial Term

The initial term of this 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 Service Provider when performance shall begin. The initial term of the contract shall end September 30, 2026, subject to the appropriation, allocation and availability of funds.

B. Renewal Term

The contract is for five (5) years. At the option of GBHWC, the contract may be renewed for up to four (4) additional one (1) year periods (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 GBHWC's rights or the Service Provider's rights under any termination clause of the contract. GBHWC shall notify the Service Provider 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 Service Provider will be reimbursed its unamortized, reasonably incurred, non-recurring costs.

There may be multiple certifications of funds by GBHWC during any term of the contract effectuated through the BBMR Form CFF.

SECTION IV.

SERVICE PROVIDER'S COMPENSATION FOR SERVICES

A. Compensation.

Subject to the appropriation, allocation, and availability of funds, GBHWC will compensate the Service Provider for services performed pursuant to the Scope of Work, Program Cost, and the agreed to Service Provider Negotiated and Approved Program Budget set forth in more detail in Exhibit B and Exhibit B.1 attached hereto for the term in the not-to-exceed amount of _____ DOLLARS (\$_____) per year consisting of eleven (____) monthly payments of _____ Dollars (\$_____) and one (____) monthly payment of _____ Dollars (\$_____). The parties agree to negotiate in good faith as to compensation for any justified increase cost(s) in the Renewal Term.

In anticipation that the effective date would be _____, 2025, the compensation will be pro-rated and certified for ____ (____) months in the not-to-exceed amount of _____ DOLLARS (\$_____) consisting of ____ (____) monthly payments of _____ Dollars (\$_____).

B. Invoicing and Payments.

The Service Provider shall submit monthly invoices with a detailed expense report at the 10th of every month. The Service Provider shall be compensated upon the clearance of monthly invoices by GBHWC. In any reporting month in which a discrepancy exists in the statistical, verbal, narrative or financial reports submitted by the Service Provider to GBHWC, ten percent (10%) of the invoice amount after applying any penalties or disallowed costs shall be withheld until the discrepancy has been resolved to the satisfaction of GBHWC. Service Provider is given up to five (5) working days to resolve the identified discrepancy(ies). Failure to do so may result to forfeiture of the 10% withheld. Three (3) forfeitures shall be grounds for termination of contract. Discrepancies include

but will not be limited to: inaccuracy, incompleteness and inconsistencies in the statistical, verbal, narrative and financial reports and required supporting documents submitted, questionable expenditures included in the expense reports (i.e. unallowable costs, non-adherence to procurement guidelines).

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 incurred, 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 GBHWC. The acceptance and payment of any invoice shall not be deemed a waiver of any of GBHWC's rights under this contract.

C. Final Payment and Release of Claims.

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 GBHWC a release, in a form provided by GBHWC, of claims against 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 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.

D. Allowable Costs.

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

1. 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.

2. 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.

3. 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 GBHWC funds received are separately and properly allocated to the activities described in this contract. The Service Provider shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. 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 contract 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 contract.

5. 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 GBHWC; allowable costs shall be paid to the Service Provider, net of all discounts, rebates and other such applicable credits. The Service Provider shall separately identify for each cost submitted for payment to 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.

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**

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

**SECTION VI.
SPECIAL REPORTING REQUIREMENT FOR NON-PROFIT ORGANIZATIONS**

- A. In the event that the Service Provider is a non-profit organization, the Service Provider shall comply with the reporting requirements set forth in P.L. _____ Chapter _____, Part II 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.
- B. The Service Provider shall maintain accurate financial records of all monies paid to it under this contract. The Service Provider shall provide to GBHWC a budgetary breakdown by object category as to all services under this contract. 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 contract as part of Exhibit A and Exhibit B.
- C. The Service Provider shall provide to 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.

- D. The Service Provider shall provide prior written notification to GBHWC of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more as to its services related to this contract, or with regard to items to be invoices as part of the contract.
- E. The Service Provider shall provide access to duly authorized representative of 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 GBHWC, the Guam Public Auditor or their authorized representatives provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.
- F. The Service Provider is subject to the Single Audit Rules and shall provide annually (as applicable) to GBHWC copies of its Audit Reports for all time periods covered as part of this contract.
- G. The Service Provider shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to 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 each subsequent year.
- H. In the event the Service Provider fails to timely provide any reports or items set forth in this section to GBHWC after prior written reasonable notice by GBHWC to the Service Provider and the Service Provider's failure to cure the default, GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this contract by the Service Provider.

SECTION VII.

GBHWC AGREES TO THE FOLLOWING:

- A. To maintain oversight of the Service Provider's performance in administering the pharmacy. GBHWC will monitor, evaluate and provide guidance and direction to the Service Provider in the conduct of approved services performed under this contract.
- B. GBHWC has the responsibility to determine whether the Service Provider has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and contracts and shall monitor the activities of the Service Provider to ensure that the Service Provider has met such requirements. GBHWC may require the Service Provider to take corrective action if deficiencies are found.

SECTION VIII.

RESPONSIBILITY OF SERVICE PROVIDER

- A. The Service Provider shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Service Provider shall, without additional cost to 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.
- B. 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.
- C. 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 GBHWC for all direct costs which may be incurred by 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

- A. 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 GBHWC, the Public Auditor, and any applicable Federal Granting Agency, Inspector General or its delegate. Each subcontract by the Service Provider pursuant to this contract shall include a provision containing the conditions of this Section.
- B. 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.
- C. 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.
- D. The Service Provider shall provide access to any project site(s) to 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 GBHWC including all publication rights and copyright interests, and may be used by GBHWC without any additional cost to GBHWC.

SECTION XI.
INDEMNITY

The Service Provider agrees to save and hold harmless 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 contract, 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 contract. 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 contract 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 GBHWC by certified mail.

SECTION XII.
CHANGES

- (1) **Change Order.** By a written order, at any time, and without notice to surety, the Chief Procurement Officer or the head of a Purchasing Agency may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following: (A) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith; (B) method of shipment or packing; or (C) place of delivery.
- (2) **Adjustments of Price or Time for Performance.** If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not

be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

- (3) **Time Period for Claim.** Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.
- (4) **Claims Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
- (5) **Other Claims not Barred.** In the absence of such a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause", or for breach of contract."

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

SECTION XIV.

TERMINATION

A. Termination for Defaults: 2 GAR Div 4 §6101 (8)

a) Default.

If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as shall ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The contractor

shall continue performance of this contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b) **Contractor's Duties.**

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

c) **Compensation.**

Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer, if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

d) **Excuse for Nonperformance or Delayed Performance**

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

e) **Erroneous Termination for Default.**

If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

f) Additional Rights and Remedies.

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

g) Non-Profit Organization Special Reporting Requirements.

The contractor, if a non-profit organization subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. 37-125 Chapter XIII Part II 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 contract; then the Procurement Officer pursuant to that section may after prior written reasonable notice to the contractor and the contractor's failure to cure the contract default, the Procurement Officer in addition to other contractual rights and remedies under this contract, may withhold payment of Three Percent (3%) of any amounts that are invoiced under this contract by the contractor.

B. Termination for Convenience. 2 GAR Div 4 §6101 (10)

a) Termination.

The Procurement Officer may, when the interest of the territory so requires, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

b) The Contractor's Obligations.

The contractor shall incur no further obligations in connection with the terminated professional services and on the date set in the notice of termination, the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's rights, title, and interest under terminated orders or subcontracts to the territory. The

contractor must still complete the professional services not terminated by the notice of termination and may incur obligations as are necessary to do so.

c) Right to Supplies.

The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer.

- 1) any completed supplies
- 2) such partially completed supplies and materials, parts, tools, die, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this §6101(10)(d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

d) Compensation.

- 1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Office may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- 2) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) or the Guam Procurement Regulation and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.
- 3) Absent complete agreement under Subparagraph (b) of this paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall Not duplicate payments under this Subparagraph:
 - i. Contract prices for supplies or services accepted under the contract;

- ii. Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - iii. Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;
 - iv. The reasonable settlement costs of the Contractor including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the termination portion of this contract. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph, and the contract price of work not terminated.
- 4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.
- e) In the event there is any deliverables and/or reports due per this contract, the contractor and the Procurement Officer shall meet and set up the delivery dates for those items not set forth in the written notice of termination.

C. 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.

D. Claims Based on the Director of Public Works's or the Head of a Purchasing Agency's Action or Omissions. 2 GAR Division 4, Section 5106 (8)

- (1) **Notice of Claim.** If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (a) the contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:
 - (i) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
 - (ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
 - (iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time.

The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

- (b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and
 - (c) the contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- (2) **Limitations of Clause.** Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers

and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

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

E. Remedies

Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

SECTION XV.

PRODUCT OF SERVICE-COPYRIGHT

All materials developed or acquired by the Service Provider under this contract shall become the property of GBHWC and shall be delivered to GBHWC no later than the termination date of this contract. Nothing developed or produced, in whole or in part, by the Service Provider under this contract 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 contract, it is the intent of GBHWC and the Service Provider that the terms of this clause are to be given precedence.

A. Disputes - Contractual Controversies.

GBHWC and the Service Provider agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual contract. If the controversy is not resolved by mutual contract, 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.

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

C. Appeals to the Office of Public Accountability.

The Director of 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.

D. Disputes – Money Owed to or By the Government of Guam.

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

E. 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.

F. Performance of Contract Pending Final Resolution by the Court.

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

SECTION XVII.

MANDATORY REPRESENTATIONS BY SERVICE PROVIDER

A. Ethical Standards.

With respect to this procurement and any other contract that the Service Provider may have, or wish to enter into, with 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.

B. Prohibition Against Gratuities and Kickbacks.

With respect to this procurement and any other contract that the Service Provider may have or wish to enter into with 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.

C. Prohibition Against Contingent Fees.

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

D. Prohibition of Employment of Sex Offenders.

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

The Service Provider warrants (1) that no person providing services on behalf of the Service Provider has been convicted of a sex offense as set forth in the preceding subsection; and (2) that if any person providing services on behalf of the Service Provider is convicted of a sex offense under the provisions of 9 GCA Chapter 25 or 9 GCA Chapter 28 Article 2, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person 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 GBHWC consumers, customers or potential eligible receivers of GBHWC community behavioral health wellness services all locations where there is contact with those individuals is considered for purposes of this clause in this contract "property of the government of Guam".

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

The Service Provider shall comply with 5 GCA § 5801 et. seq., and with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with 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 contract.

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 contract.

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 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 and attached hereto as Exhibit C and Exhibit C.1.

The Service Provider agrees to provide upon written request by 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 GBHWC, the Service Provider shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

F. Privacy Rights.

The Service Provider will comply with all Federal and Guam laws and regulations as to the privacy rights of individuals and as to any records and information of individuals providing services under this contract, including but not limited to the following:

1. **Health Insurance Portability and Accountability (HIPAA)**
The Service Provider will comply with the Health Insurance Portability and Accountability Act (HIPAA of 1996, P.L. 104-191) and the Federal "Standards for Privacy of Individually Identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.
2. **Client Confidentiality.** The Service Provider will ensure information obtained directly or indirectly from a recipient client under this contract will 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.

G. 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.

H. 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 contract. If the Service Provider is found not to be in compliance with these requirements during the life of this contract, the Service Provider agrees to take appropriate steps to correct these deficiencies.

I. 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.

J. 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

K. 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].

L. 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.

M. 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 can 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 GBHWC.

- N. Service Provider's signed and dated OAG Procurement Form 002 Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest, is attached hereto and incorporated herein as Exhibit D.

Pursuant to 5 G.C.A. § 5233, P.L. 36-13 (effective 04/09/2021), the representations, affirmations and certifications that the Service Provider has made, as part Form AG 002 Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest, and all previous sworn disclosure by the Service Provider in GBHWC RFP 2025-01, are incorporated herein by reference. Pursuant to § 5233 (g) the Service Provider shall promptly make any disclosures not previously made, required by § 5233 (c), (d) and (e), and update changes in the identities or other required information, interests, or conflicts of the person required to be disclosed as part of Form AG 002 Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest in GBHWC RFP 2025-01.

The disclosures made under 5 GCA §5233 shall remain in the public portion of the procurement record.

The Service Provider acknowledges that failure to comply promptly and fully with 5 GCA § 5233 shall constitute a material breach of this contract

SECTION XVIII.

ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

SECTION XIX.

SUBCONTRACTING

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

SECTION XX.

STATUS OF SERVICE PROVIDER

The Service Provider and its agents and employees are independent contractors performing professional services for GBHWC and are not employees of GBHWC. The Service Provider and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of GBHWC vehicles, or any other benefit afforded to employees of GBHWC as a result of this

contract. The Service Provider acknowledges that all sums received hereunder are reportable by the Service Provider for tax purposes, including without limitation, self-employment and business income tax. The Service Provider agrees not to purport to bind GBHWC unless the Service Provider has express written authority to do so, and then only within the strict limits of that authority.

SECTION XXI.

GENERAL COMPLIANCE WITH LAWS

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

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.

SECTION XXII.

FORCE MAJEURE

The Service Provider and/or GBHWC (other than its payment obligation) shall be excused from performance under this contract for any period that the Service Provider or GBHWC is prevented from performing any services in whole or in part as a result of acts of God, typhoons, earthquakes, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the party invoking the section (each of the foregoing deemed a "Force Majeure"), provided that the Service Provider or GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within the Service Provider's or GBHWC's control to ensure that the Service Provider or GBHWC can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed a breach of the contract. This clause shall not relieve the Service Provider of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing, via hand delivery return receipt, within Five (5) days of the inception of such delay) of the occurrence of a Force Majeure Event

and describe in reasonable detail the nature of the Force Majeure Event, all preventive and corrective steps taken, how it affects performance, and the anticipated duration of the inability to perform, and shall resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists. The parties shall meet to discuss and determine a revised timetable for completion of any Services delayed by a Force Majeure Event under this contract.

SECTION XXIII.

SEVERABILITY

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

SECTION XXIV.

ENFORCEMENT OF CONTRACT

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

SECTION XXV.

NO WAIVER

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

SECTION XXVI.

APPLICABLE LAW

The laws of Guam shall govern this contract, without giving effect to its choice of laws provisions. Venue shall be proper only in a Guam court of competent jurisdiction. By execution of this contract, the Service Provider acknowledges and agrees to the jurisdiction of the courts of Guam over any and all lawsuits arising under or out of any term of this contract.

SECTION XXVII.

AMENDMENT

This contract shall not be altered, changed, or amended except by instrument in writing executed by the parties.

SECTION XXVIII.
MERGER

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

SECTION XXIX.
INCORPORATION AND ORDER OF PRECEDENCE

GBHWC RFP 2025-02 and the Service Provider's proposal (inclusive of all signed forms) are incorporated by reference into this contract and are made part of this contract. In the event of any conflict among these documents, the following order or precedence shall apply:

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

SECTION XXX.
PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

- A. The Service Provider shall defend at its own expense, the government of Guam and its agencies against any claim that any product or service provided under this contract infringes any patent, copyright or trademark in the United States or Guam, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon the Service Provider's trade secret infringement relating to any product or service provide under this contract, the Service Provider agrees to reimburse the government of Guam for all costs, attorneys' fees and the amount of the judgment. To qualify for such a defense and/or payment, the government of Guam shall:
1. Give the Service Provider prompt written notice of any claim.
 2. Allow the Service Provider to control the defense or the settlement of the claim.
 3. Cooperate with the Service Provider in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Service Provider's opinion is likely to become the subject of a claim of infringement, the Service Provider shall at its option and expense:
1. Provide a procuring agency with the right to continue to use the product or service.

2. Replace or modify the product or service so that it becomes non-infringing.
3. Accept the return of the product or service, less the unpaid portion of the purchase price any other amounts due the Service Provider. The Service Provider's obligations shall be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

SECTION XXXI.

APPROVAL OF SERVICE PROVIDER PERSONNEL

Personnel proposed in the Service Provider's written proposal to GBHWC are considered material to any services or work performed under this contract. No changes in personnel shall be made by the Service Provider without the prior written consent of GBHWC. Replacement of any of the Service Provider's personnel, if approved shall be with equal ability, experience and qualifications. The Service Provider shall be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project or program immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. GBHWC shall retain the right to request the removal of any of the Service Provider's personnel at any time. **A penalty of ten percent (10%) of the monthly invoice amount shall be imposed for every month the Service Provider does not have the staff.**

SECTION XXXII.

SURVIVAL

The sections titled Indemnification and Patent, Copyright, Trademark and Trade Secret Indemnification shall survive the expiration of this contract. Software licenses, leases, maintenance and other unexpired contracts that were entered into under the terms and conditions of this contract shall survive this contract.

SECTION XXXIII.

PROPRIETARY INFORMATION

Proprietary information for the purpose of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from GBHWC's site by Service Provider in the course of providing services under this contract will be accorded at least the same precautions as are employed by Service Provider for similar information in the course of its own business.

SECTION XXXIV.
CONFLICT OF INTEREST

During the term of this contract, the Service Provider will not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Service Provider fully performing its obligations under this contract.

Additionally, the Service Provider acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of GBHWC.

Thus, the Service Provider agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Service Provider's fully performing its obligations to GBHWC under the terms of this contract, without the prior written approval of GBHWC.

In the event that the Service Provider is uncertain whether the appearance of a conflict of interest may reasonably exist, the Service Provider shall submit to GBHWC a full disclosure statement setting forth the relevant details for GBHWC's consideration and direction. Failure to promptly submit a disclosure statement or to follow GBHWC's direction in regard to the apparent conflict will be grounds for termination of the contract.

Further, the Service Provider will maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts.

Neither the Service Provider nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal or Local funds under this contract, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer or agent: Any member of the employee's immediate family (which includes a spouse, children, parents, brothers and sisters, grandparents and grandchildren, mothers-in-law and fathers-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Stepsiblings, stepchildren and stepparents shall also be regarded as immediate family. 5 GCA Ch 5 Article 11 Section 5610 (g) Immediate Family (P.L. 31-016)).

The employee's partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Neither the Service Provider nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Service Provider's potential subcontractor's or parties to sub-contracts.

The Service Provider will comply with Ethics in Public Contracting 5 GCA Chapter 5 Article 11 Ethics in Public Contracting and 2 GAR Division 4 Chapter 11.

SECTION XXXV
TERMINATION FOR FINANCIAL EXIGENCY

The government of Guam shall have the right to terminate this contract for financial exigency by giving the Service Provider at least thirty (30) days prior written notice. For the purpose of this provision, a financial exigency shall be a determination made by the head of the purchasing agency based on the Guam legislature failure to fund this contract or in the event of Federal funds, the Federal government fails to fund the government of Guam for this program. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall hereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. The Service Provider may submit a claim in the same manner as is set forth for the termination for convenience claim.

SECTION XXXVI
PROGRAM FRAUD OR FALSE OR FRAUDULENT STATEMENTS
OR RELATED ACTS

The Service Provider acknowledges that 5 GCA, Chapter 37 False Claims and Whistleblower Act applies to Service's actions pertaining to this contract. P.L. 116-34 Chapter III § 20 (lapsed into law Aug 24, 2018, codified at 5 GCA Chapter 37).

SECTION XXXVII
NOTICES

Written notices for changes in this contract shall be sent to the parties as follows:

GBHWC:
Director
Guam Behavioral Health and Wellness Center
790 Governor Carlos Camacho Road
Tamuning, Guam 96913
Telephone: 671 647-1901

Service Provider:

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have entered into this contract on the date indicated by their respective names.

SERVICE PROVIDER:

BY: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

BY: _____

Debbie M. Paulino
GBHWC Certifying Officer

Date: _____

Certified Amount: \$ _____

Account No: _____

Vendor No.: _____

Period: _____

GOVERNMENT OF GUAM:**GUAM BEHAVIORAL HEALTH
AND WELLNESS CENTER**

BY: _____

Carissa E. Pangelinan
Director

Date: _____

CERTIFIED FUNDS AVAILABLE:

BY: _____

r

Date: _____

Certified Amount: \$ _____

Account No: _____

Certified Amount: \$ _____

Account No: _____

APPROVED AS TO LEGALITY AND FORM:

BY _____

Douglas B. Moylan
Attorney General of Guam

Date: _____

BBMR REVIEW

BY: _____

Lester L. Carlson, Jr.
Director

Date: _____

APPROVED:

BY _____

Lourdes A. Leon Guerrero
Governor of Guam

Date: _____

ANNUAL COST BUDGET RFP 2025-02**Form F**

Offeror _____

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____ 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:

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Signature: _____
 Name: _____
 Title: _____
 Date: _____
 Offer Amount: _____
 (Same Amount for each contract year)

Cost Proposal ☐ Accepted ☐ Rejected. Reason _____

Comments/Counter offer/Negotiation:

Accepted and agreed

GBHWC:**Offeror:**

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

Name: _____ Name: _____

Title: _____ Title: _____

GBHWC DIRECTOR'S COMMENTS:

Offer is accepted and terms negotiated approved:



Offer is not accepted; renegotiate and reduce amount or scope.



Renegotiation unacceptable; proceed to next offeror or cancel RFP.

 Date