



**GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER**  
**Alcohol & Substance Abuse Branch, Clinical Services Division**  
**New Beginnings**

## **Request for Proposals**

**GBHWC RFP 2024-02**

**Guam Non-Profit Organizations Providing  
Professional Services for Residential Rehabilitation  
and Social Detoxification Substance Treatment for  
Single Adult Females Ages 18 years and Older who are not Pregnant**

**Supported by  
Local Funds 10 GCA Section 86109  
(General Fund Annual Appropriations)  
and  
Federal Funds CFDA # 93.959  
(Substance Abuse Prevention & Treatment Block Grant)**

**ISSUED: August 26, 2024  
QUESTIONS DUE: August 28, 2024  
PROPOSALS DUE: September 6, 2024**

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GBHWC RFP 2024-02

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**PUBLIC NOTICE**  
**REQUEST FOR PROPOSALS**  
**GUAM NON-PROFIT ORGANIZATIONS FOR PROFESSIONAL**  
**SERVICES TO PROVIDE RESIDENTIAL REHABILITATION AND SOCIAL**  
**DETOXIFICATION SUBSTANCE TREATMENT FOR SINGLE**  
**ADULT FEMALES WHO ARE NOT PREGNANT**  
**GBHWC RFP NO. 2024-02**

The Guam Behavioral Health and Wellness Center (the GBHWC) is soliciting proposals for professional services from Guam non-profit organizations to provide residential rehabilitation and social detoxification substance treatment for single adult females ages 18 years and older who are not pregnant that is funded by 98% annual local appropriation (10 GCA Section 86109a) and 8% from federal funds (CFDA No. 93.959, SAMHSA Substance Abuse Prevention & Treatment Block Grant). The GBHWC identified evidence-based models and best practices must be utilized to provide such services.

Request for Proposal (RFP) packages are available electronically on-line for public inspection at [www.gbhwc.guam.gov](http://www.gbhwc.guam.gov) or a hard copy at the Director's Office, GBHWC located on the First Floor, 790 Governor Carlos G. Camacho Road, Tamuning, Guam during the weekdays except holidays between 8:30 A.M. to 4:30 P.M. GBHWC requires that prospective Offerors register with GBHWC to ensure that they receive notices regarding any changes or updates to the RFP. Official communications, clarifications and amendments to the RFP will be sent to all registered Offerors and posted on [www.gbhwc.guam.gov](http://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](mailto:marilyn.aflague@gbhwc.guam.gov) by August 28, 2024. All correspondence will be recorded, considered confidential and timely responded to in the form of an answer or amendment, whichever is applicable in accordance with Guam Procurement Regulations.

The **DEADLINE FOR RECEIPT OF PROPOSALS** is no later than 4:30 P.M. Chamorro Standard Time, **September 6, 2024**. Original proposals must be submitted to the Director's Office by U.S. Mail, commercial courier, or hand delivery, and must be addressed to the Director, Guam Behavioral Health and Wellness Center. Electronic mail (email) **is not** acceptable for the proposal **except from off-island offerors who may submit digital copies with electronic signatures**.

GBHWC shall have the right to reject all proposals or offers that have been submitted in response to this RFP, and/or may cancel this RFP at any time as provided for in the regulations if the Director determines such to be in the best interest of GBHWC.

GBHWC is an equal opportunity employer.

Carissa E. Pangelinan, Acting Director  
August 26, 2024

Paid 100% by Local Government Funds

## I. GENERAL INFORMATION

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### A. INTRODUCTION

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

1. **Overview.** Formerly the Department of Mental Health and Substance Abuse (DMHSA), the Guam Behavioral Health and Wellness Center (hereinafter known as the GBHWC) is requesting professional services from non-profit organizations to provide residential rehabilitation and social detoxification substance treatment for single adult females ages 18 years and older who are not pregnant. The services are federally and locally funded (Substance Abuse Prevention & Treatment Block Grant, CFDA No. 93.959, and 10 GCA Section 86109).

Organizations interested in bidding for this project may submit proposals that are directed towards single adult females 18 years or older who are not pregnant. The service providers must be experienced and utilize the ASAM Level 3.5 Residential and Level 3.2-D Social Detoxification services as specified by the American Society of Addiction Medicine (ASAM) Patient Placement Criteria, 3<sup>rd</sup> Revision.

This project puts into action the GBHWC's Strategic Planning goals to build capacity in the community for substance abuse services, and provide consumer-centered and family-centered services that are culturally compatible with the island community. In addition, it is consistent in carrying-out the GBHWC's mandate to provide alcohol and drug programs and services for the people of Guam and to encourage the development of privately-funded, community-based programs to carry-out such programs and services (10 GCA §86101). Finally, it complies with planning, carrying-out, and evaluating activities to prevent and treat substance abuse (45 CFR Part 96) as funded by the Substance Abuse Prevention and Treatment (SAPT) Block Grant.

2. **Background.** The GBHWC is Guam's Single State Authority (SSA) for mental health and substance abuse services and is mandated by local law (10 GCA §86101 & §86109; added by P.L. 17-21) to provide substance abuse inpatient and outpatient services, as well as to support community or faith-based organizations through partnering to provide such services. The GBHWC is thereby specifically mandated to create a Guam Drug and Alcohol Detoxification, Rehabilitation, and Prevention Grant Program **"for the purpose of providing annual grants to local non-profit**

**organizations providing drug and alcohol detoxification, rehabilitation, and prevention services".** (10 GCA §86109) It is the intent of GBHWC to award a contract to one of the highest qualified offerors for up to three years.

3. Objectives. One of the primary objectives of the Drug and Alcohol Branch of the GBHWC is to increase treatment capacity through collaboration and leveraging of resources with community providers and to address gaps in services identified by Guam and its stakeholders. The GBHWC has adopted the following national goals for substance abuse treatment capacity:
  - a. Increase the number of treatment programs using evidence-based practices;
  - b. Increase the percentage of people with substance abuse problems who receive treatment;
  - c. Improve treatment outcomes for people receiving services; and
  - d. Make cultural adaptations to evidence-based models and practices for optimal use.
  
4. Programs Guidelines. The Drug and Alcohol Branch New Beginnings Program currently provides and supports an array of comprehensive outpatient and residential drug and alcohol treatment programs and services for adolescents and adults. The Branch chose the American Society of Addiction Medicine Patient Placement Model-3R (ASAM PPC-3R) as the primary reference guide source for Guam's substance treatment Continuum of Care. The Patient Placement Criteria (PPC) are guidelines (see: <http://www.asam.org/publications/patient-placement-criteria> and are incorporated herein as if fully rewritten) developed by the American Society of Addiction Medicine (ASAM) that can be accurately used to assess the severity of patients' problems, so that they can be admitted to the most appropriate level of care (admission criteria), remain in that level of care (continuing care criteria) and be discharged from that level of care (discharge criteria).  
The Branch currently provides Level 0.5 Early Intervention, Level I Outpatient, and Level II.1 Intensive Outpatient (ASAM PPC-3R) Services/Drug and Alcohol while other community and faith-based organizations provide Residential ASAM Level III.5 and III.2-D Treatment. The Guam Memorial Hospital and Guam Regional Medical City Hospital provides Level IV for consumers needing (acute care) medical detoxification. This allows consumers to move from one level of care to another, depending on their intensity of services needed and as determined by a bio-psychosocial assessment (based on six patient problem areas: ASAM dimension model).

In an effort to address the current gaps in service for residential rehabilitation treatment, the GBHWC has adopted a proactive approach by working with the various community stakeholders. Collaborative efforts through mediums like the GBHWC Strategic Public Planning Meetings, Community Substance Abuse Planning and Development Group (CSAPD) monthly meetings, and the Guam Homeless Coalition, have provided opportunities to bring the community partners together.

5. Commitment. Therefore, the GBHWC is committed and in support of providing expanded treatment capacity for residential rehabilitation and social detoxification substance treatment services on Guam. The services must address adult males and females. The service proposals must meet the criteria for services as defined in the scope of work to increase treatment capacity of the various treatment modalities needed for the community of Guam. When the capacities of these levels of care are increased, the number of consumers currently on the wait-list for services is expected to reduce significantly while providing more timely treatment, fulfilling a national recommendation from the Center of Substance Abuse Treatment (CSAT), Substance Abuse Mental Health Services Administration (SAMHSA), U.S. Department of Health & Human Services, a block grant funder for Guam.

**B. APPLICABILITY OF GUAM PROCUREMENT LAW**

All agencies of the government of Guam are required to follow the Guam Procurement Law when using public funds for procurement of “supplies or services” pursuant to 5 GCA Chapter 5 and 2 GAR Division 4. The statutes are available online at the <http://www.guamcourts.org/CompilerofLaws/index.html>. This Request for Proposal (RFP) is issued by the GBHWC, a line department of government of Guam, and authorized by the Guam Procurement Law to act as the purchasing agency for the purpose of procuring professional services described in Section II, Scope of Work. Any party who submits a proposal is known as “offeror”.

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

This RFP requires all parties involved in the preparation of the RFP, the evaluation and negotiation of proposals, and the performance or administration of contracts to act in good faith.

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

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



E. REGISTRATION OF INTERESTED PARTIES (Form A)

Exhibit 1

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

F. DESIGNATION OF REPRESENTATIVE (Form B)

Exhibit 2

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

G. LICENSES (Form C)

Exhibit 3

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

An Offeror who has not complied with the Guam Licensing Law is cautioned that the GBHWC will not consider for award any proposal offer submitted. Specific information on licenses may be obtained from the Director of the Department of Revenue and Taxation, by telephone at (671) 475-1815 or by mail at P.O. Box 23607, GMF, Guam 96921 or online at: <http://ns.gov.gu/government> or [www.admin.gov.gu/revtax](http://www.admin.gov.gu/revtax).

H. NON-RESIDENT TAX WITHHOLDING

A non-resident person without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam business privilege tax (BPT), which shall be the equal for four percent (4%) or current rate of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with government of Guam. See P.L. 33-166 effective June 20, 2017 codified at 11 G.C.A. Chapter 71, Section 71114.

I. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER AND TAXPAYER IDENTIFICATION NUMBER

Exhibit 16

The U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) Grants Management System disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that your Tax Payer Identification Number (TIN) is included with each payment. Therefore, in order to do business with SAMHSA and Guam Behavioral Health and Wellness Center (GBHWC), you must have a registered Unique

Entity Identifier (UEI) and TIN with SAM, the U.S. Federal Government's primary registrant database. The requirements are set forth in 2 CFR § 25.

**J. DEBARMENT, SUSPENSION AND INELIGIBILITY**

Federal grant funds prohibit subawards to debarred or suspended parties. 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.

**K. 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.

**L. 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. The initial term contract shall begin upon the date that the Governor approves the contract, as signified by her execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government will issue a written notice to proceed notifying the vendor when the services are to begin. The initial term of the contract shall end September 30, 2025, subject to the appropriation, allocation and availability of funds.
- b. **Renewal Term**  
At the option of the government, the contract may be renewed for two (2) one-year periods ("Renewal Term") subject to the availability of funds and satisfactory performance. Upon expiration of the Renewal Term(s), this contract shall expire, unless sooner terminated.
- c. **Monthly Extension Periods.**  
At the option of the government, and as agreed-to by Offeror, the contract may be extended after the final renewal term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the parties agree to more than six Monthly Extension Periods. The Monthly Extension Periods may be agreed-to by the parties only if the government is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government.
- d. **Multiple Term Contract Multiple Certification of Funds.**  
The Initial Term and subsequent terms of the contract are subject to the availability of funds. The funds for the first twelve (12) months (or pro-rated fiscal year if applicable) of the Initial Term of the contract are certified as part of the execution of the contract. In the event that funds are not allocated, appropriated or otherwise made available to support continuation of performance in any period time after the first twelve (12) months (or pro-rata fiscal year if applicable) the contract shall be cancelled; however, this does not affect either GBHWC's rights or Offeror's rights under any termination clause of the contract. The GBHWC shall notify the Offeror on a timely basis in writing that funds are, or are not available for the continuation of the contract for each succeeding period. In the event of the cancellation of this multi-term contract as provided above the vendor will be reimbursed its unamortized, reasonably incurred, non-recurring costs.

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

## 3. Compensation

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

a. Invoices and Payments

All compensation is subject to appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and a monthly invoice in the form agreed by the parties. If less than a month of service is provided, the GBHWC shall pro-rate the payment based on the number of days of service provided.

Each invoice should include the total amount billed from the inception of the current contract year. All invoices are subject to review and approval by the GBHWC. The acceptance and payment of any invoice shall not be deemed a waiver of any of the GBHWC's rights under the agreement. In any reporting month there exists a discrepancy in the statistical, narrative or financial reports submitted by Offeror to GBHWC, ten percent (10%) of the invoice amount shall be withheld until the discrepancy has been resolved to the satisfaction of GBHWC.

b. Payment and Release of Claims

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

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 final selection of acceptable proposal(s). The GBHWC will endeavor to notify all respondents on or about 30 days after the deadline for receipt of proposals, that the GBHWC has selected as a subrecipient of this federal grant. The written notice of award will be public information and made a part of the contract file.

After conclusion of validation of qualifications, evaluation, and discussion as provided in the Amendments to Request for Proposal, the GBHWC will select a qualified Offeror, in keeping with the subaward evaluation criteria set forth in the RFP. Offerors must receive a minimum of 70% of total rating. Only one subrecipient will be sought to be awarded by GBHWC, in the order of its respective qualification and evaluation ranking.

#### 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. COMMUNITY-BASED NON-PROFIT ORGANIZATION PROFESSIONAL SERVICES LOCAL GRANT FUNDS

This procurement is funded in part by the Guam Drug Detoxification, Rehabilitation Program grant set forth in 10 GCA §86109, and the contractors shall comply with the terms and conditions set forth in 10 GCA §86109 and any program guidelines and regulations. Additionally, the contractor agrees to adhere to the Guam public policy with regard to the program; "to provide comprehensive inpatient and community-based outpatient mental health, alcohol and drug programs and services for the people of Guam and to continually strive to



improve, enhance, and promote the physical and mental well-being of the people of Guam who experience the life disrupting effects of mental illness, alcoholism, drug abuse or at risk to suffer those effects and who need assistance; to provide such assistance in an effective and efficient manner in order to minimize community disruption and strengthen the quality of personal family and community life"; 10 GCA §86101.

**X. SAMHSA SUBSTANCE ABUSE AND PREVENTION TREATMENT BLOCK GRANT CFDA 93.959  
FEDERAL TERMS AND CONDITIONS**

This procurement is funded in part by the SAMHSA Substance Abuse and Prevention Treatment Block Grant CFDA 93.959, federal grant terms and conditions, laws, regulations and guidelines are part of this contract, and the contractors Federal Certifications and Assurances that includes a copy of the Notice of Grant awarded is incorporated herein as if fully re-written. Mandatory federal compliance disclosure forms are attached hereto and listed as follows:

1. Sample of Business Associate Agreement (Form D)
2. Compliance with Federal Financial Accountability Transparency Act (Form G)
3. Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170 (Form H)
4. Federal Grant Fund Certification and Assurances: (Form I)
  - a. Notice of Award (Form I.1)
  - b. Fiscal Year 2022 – Award Standard Terms (Form I.2)
5. Universal Identifier & SAM Requirements (Form J)
6. Civil Rights Requirements (Form K)
7. Limited English Proficiency Certification (Form L)
8. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form M)
9. Procurement Standards – 2 CFR Part 200 & HHS Uniform Guidance 45 CFR Part 76 (Form N)

**Y. MULTIPLE OR ALTERNATE PROPOSALS**

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

## SECTION II. SCOPE OF WORK

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The offerors are required to submit a written plan that describes how they will lead in efforts to develop and implement the following ASAM levels of care (see <http://www.sam.org/publications/patient-placement-criteria>; incorporated herein as if fully rewritten) and their minimum care requirements.

### A. COLLABORATION & CONTINUUM OF CARE:

1. The service provider must work with the GBHWC and its partners to establish a system of care for substance abuse treatment for that is culturally competent.
2. The service provider will meet regularly to establish standardized assessment and referral protocols.
3. The service provider will share resources (i.e. policies and forms), and provide training opportunities for staff development.
4. The service provider must provide peer recovery support services and implement fulltime, part time, and/or volunteer Certified Peer Support Specialists into their program.
5. The service provider must have certified clinical staff supervise the Peer Recovery Specialists Regularly.
6. The service provider must utilize evidenced-based models including the Matrix Model, Motivational Interviewing, Helping Women Recover, A Women's Way through 12-steps, and Contingency Management for these levels of care. All information for the stated models is found in the Substance Abuse Mental Health Services Administration (SAMHSA) National Registry of Evidence-Based Programs and Practices ([www.nrepp.samhsa.gov](http://www.nrepp.samhsa.gov); incorporated herein as if fully rewritten).
7. The service provider must identify and justify any adaptations or modifications to the proposed models and/or practices.
8. The service provider must describe in detail how the project will address issues of age, race, ethnicity, cultural and linguistic appropriate approaches and other similar issues.
9. The service provider must be able to evaluate the psychological, social, and physiological signs and symptoms of alcohol and other drug abuse.

10. The service provider must be able to determine the client's appropriateness and eligibility for admission or referral.
11. The service provider must be experienced with and utilize the American Society of Addiction Medicine (ASAM) patient placement criteria for Level 3.5 Residential and Level 3.2-D Social Detoxification Services. (<http://www.asam.org/publications/patientplacement-criteria> incorporated herein as if fully rewritten).
12. The service provider must be able to determine any co-existing conditions (medical, psychiatric, physical, etc.) that indicate the need for additional professional assessment and/services.
13. The service provider will need to adhere to applicable Territory and Federal laws, regulations, and agency policies governing alcohol and other drug abuse services.
14. The service provider will need to demonstrate the proper skills to prepare reports and relevant records, integrating available information to facilitate the continuum of care.
15. The service provider must record or chart pertinent on-going information pertaining to the client.
16. The service provider will need to utilize relevant information from written documents for client care and work towards implementing an Electronic Behavioral Health Records that are HIPAA compliant.
17. The service provider will need to adhere to Federal Laws including 42 C.F.R. Part II and Health Insurance Portability Accountability Act of 1996 (HIPAA) Privacy and Security Standards pertaining to confidentiality. In addition, enter into a Business Associate contract with the GBHWC to ensure protection of health records and work towards implementing an Electronic Behavioral Health Records that are HIPAA compliant. Should offeror engage with a 3rd party, then a Business Associate Agreement must also be established.
18. The service provider must have a provision in place to address future accreditation.

**B. ASAM LEVEL OF CARE III.5**

1. Provide services for 15 single adult females who are 18 and older who are not pregnant at any given time.
2. The service provider must provide detailed provisions for a 24-hour Residential program that will include a planned regiment of observation, monitoring and treatment, for 15 beds for single adult females.
3. The service provider must include detailed provisions for collaborating with a medical institution that will provide TB testing, AIDS/HIV/STD early intervention services and necessary treatment.
4. The service provider must demonstrate experience with the necessary techniques for a High Intensive Clinically-Managed Residential level of care.
5. The service provider must provide detailed provisions for providing a safe and stable living environment in order to develop recovery skills.
6. The service provider must provide provisions that will focus on two categories of residential treatment.
7. Residential treatment that will last less than 30 days. This category entails a minimum of five (5) days out of a week of comprehensive services and interventions. It addresses the need for early recovery skills and stabilization and clients' participate in continuous interventions for at least eight (8) hours a day. After the 30 days, depending on need, clients may transfer to a lower level of care, or remain in the residential setting but with reduced intervention hours.
8. Residential treatment that will last more than 30 days.
9. The service provider must utilize the Matrix Model (see: [www.nrepp.samhsa.gov](http://www.nrepp.samhsa.gov); incorporated herein as if fully rewritten) as the primary psychosocial curriculum for this level of care, Motivational Interviewing, Helping Women Recover, A Women's Way through 12-steps, and Contingency Management for these levels of care. However other evidence-based models may be utilized to supplement, if approved by the grantor.
10. The service provider must implement and utilize Certified Peer Recovery Specialists.

**C. ASAM LEVEL OF CARE III.2-D (SOCIAL DETOXIFICATION)**

1. The service provider must maintain treatment capacity in ASAM Level III.2-D Social Detoxification services with a capacity of up to two (2) single adult females ages 18 and older who are not pregnant served at any given time by performing and completing the following tasks;
2. Priority to be given to intravenous (IV) users and individuals with an opioid use disorder.
3. Have availability of Standard Operating Procedures (SOP) geared for an ASAM Level III.2-D to include definitions, admission and continued stay criteria, referral to acute care criteria, criteria to determine social detoxification is not necessary, medication management and other mechanisms essential to support optimal operations.
4. Ensure presence of trained and knowledgeable staffs about research techniques to gain further insight into critical factors, such as complications associated with alcohol and other drug use and the admission assessment process. In addition, at least one staff member being a licensed psychologist or psychiatrist or registered nurse or a certified substance abuse treatment counselor available for clinical consultation.
5. Ensure presence of a trained staff member familiar with complications associated with alcohol and other drug use and with community resources awake 24-hours a day to monitor clients' conditions. Keep training records available for the GBHWC review for compliance.
6. Conduct assessments using American Society of Addiction Medicine's (ASAM) Six Problem Dimensions Assessment Tool, establish preliminary individualized treatment plans and administer a range of cognitive, behavioral and mental health therapies on an individual or group basis to enhance understanding of addiction, the completion of the detoxification process, and to prepare clients for the next level of care.
7. Provide specifically detailed mechanism that will be instituted to give clients an introduction to self-help support groups and disease concepts.
8. Implement the use of evidenced-based models and practices appropriate for social detoxification treatment modality.
9. Identify and justify any adaptations or modifications to the proposed evidenced based models and/or practices, especially when addressing cultural competency.

10. Describe in detail how the project will address issues of age, race, ethnicity, culture and other similar issues.
11. Have services including close observation, supportive staff-client interaction, provision for proper fluid and nutritional components, and provision for client space that offers low to moderate sensory stimulation.
12. Have clearly written protocols to determine the client's appropriateness and eligibility for admission or referral.
13. Demonstrate how to determine any co-existing conditions (medical, psychiatric, physical, etc.) that indicate the need for additional professional assessment and/or services.
14. Ensure a quiet, safe, comfortable, and positive atmosphere in a residential setting.
15. Use clients' detoxification time as preparation for the next level of care.
16. Have staff trained annually in admission, monitoring skills, including signs and symptoms of alcohol and other drug intoxication and withdrawal as well as appropriate treatment of those conditions, supportive care, basic cardiopulmonary resuscitation technique, and assessment and referral procedures. Have documents available at any time to support that these trainings were completed upon site visit by the GBHWC staff.
17. Have an agreement with Guam Memorial Hospital (GMH), Guam Regional Medical City Hospital (GRMC) and/or U.S. Naval Hospital Guam (USNHG) to include a linkage component that describes how clients have access to an acute care facility (GMH, GRMC or USNHG) on a 24-hour basis when clients are experiencing medical complications that need immediate medical attention.

The scope of work is written by Athena Duenas, Supervisor of the Drug and Alcohol Treatment Branch of the Clinical Services Division and approved by Carissa E. Pangelinan, GBHWC acting Director.

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

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#### A. GENERAL INSTRUCTIONS

The offeror's response to the items mentioned in Section II for scope of services shall be considered the offeror's proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to fulfill the requirements of the proposal. In order to ensure a uniform review process and to obtain the maximum degree of comparability, at a minimum, each proposal shall be prepared as follows:

1. **Written Proposals**  
All proposals must be type-written using a 12-point font preferably but no smaller than 10-point font with all pages numbered consecutively. The GBHWC will not accept handwritten proposals.
2. **Title Page**  
The title page must have the name of the offeror, the location of the offeror's principal place of business, telephone and facsimile numbers, and email address.
3. **Table of Contents.**  
The proposal must be organized with headings/titles, references or subjects and page numbers listed in the table of contents.
4. **Designations of Contact Person. Proposal Signature Form**  
A responsible official must be identified by name, title and contact information if different from the offeror's. The designated official must be able to answer any questions regarding the offeror's proposal and must be able to negotiate the fee and other contract terms. (Form B)
5. **Licenses, certifications, financial statements.**  
A business license, the offeror's federal employer identification number (EIN), or tax identification number (TIN), if any. Current financial statement or audit of the past five years of operation. (Form C)
6. **Statement of understanding.**  
A statement of understanding and willingness expressing the offeror's understanding of the work to be accomplished as specified in Section II scope of services, and a statement of positive commitment and willingness to perform the services.
7. **Background Summary.**
  - a. **Description of organization.**

- b. History of the organization (the number of years the offeror has been in business and the average number of its employees (if any) over the past year).
  - c. Organizational philosophy.
  - d. Unique characteristics.
  - e. Organizational chart.
- 8. Skills and Experience.
  - a. Proposed services (what the offeror will undertake to accomplish the objectives of this project and the work described in the scope of work).
  - b. Target population.
- 9. Project Personnel and Community Partners.
  - a. Project leader's academic background (education and specialized training), skills (abilities and qualifications) and community development work experience with similar projects. **RESUMES, LICENSES, CERTIFICATIONS MUST BE CURRENT.**
  - b. Staff position titles/description of work responsibilities.
  - c. Community partners – organization/volunteers.
- 10. Service Delivery.
  - a. Proposed services (a discussion of the program that the service providers will undertake to accomplish the objectives of this project and the work described in the scope of work), expected outcomes and products.
  - b. Timeline for delivery of services to program; meeting of project timelines while managing current workload of the offeror.
- 11. A list of other contracts or work performed for services similar in scope, size, and discipline for the required services, which the offeror, consultants and/or project members substantially performed or accomplished over the previous two to five years. The contracts or work performed described should only pertain to those services contained in Section II.
- 12. Letters, awards, or other forms of recognition that demonstrate confidence in the work performed by the offeror.
- 13. Reporting System
  - a. Regular progress reporting mechanism.
  - b. Tracking of financial activity.
  - c. Tracking system to report project progress.
  - d. Performance measures on completion of services contained in Section IV.
- 14. **Mandatory Forms (must be filled out and signed with an original (“wet”, no electronic signature except from off-island offerors))**
  - a. Proposal Registration (Form A).



- b. Proposal Signature (Form B).
- c. Submitting Licenses (Form C).
- d. Affidavit re Disclosing Ownership and Commission (AG Form 002)
- e. Affidavit re Non-Collusion (AG Form 003)
- f. No Gratuities or Kickbacks Affidavit (AG Form 004)
- g. Ethical Standards Affidavit (AG Form 005)
- h. Wage Determination and Benefit (AG Form 006)
- i. Contingent Fees (AG Form 007)
- j. Acknowledgment of Sample Business Associate Agreement (Form D).
- k. Cost Proposal (Annual Budget) – (Form F).
- l. Compliance with Federal Financial Accountability Transparency Act (Form G)
- m. Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170 (Form H)
- n. Federal Grant Fund Certification and Assurances (Form I)
- o. Notice of Award (Form I.1)
- p. FY 2022 Award Standard Terms (Form I.2)
- q. Universal Identifier & SAM Requirements (Form J)
- r. Civil Rights Requirements (Form K)
- s. Limited English Proficiency Certification (Form L)
- t. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form M)
- u. Procurement Standards – 2 CFR Part 200 & HHS Uniform Guidance 45 CFR Part 76 (Form N)

**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.

3. The GBHWC also requires respondents to present satisfactory evidence that the consultancy and personnel have sufficient experience and are qualified to provide these services. Entities submitting proposal must be able to demonstrate in detail their stability in the community to provide Substance Abuse treatment within a Continuum of Care. The proposal must include resumes of treatment staff with experience and expertise in treatment, certification as substance treatment counselors, and must identify a lead treatment specialist or clinical supervisor that would be responsible for treatment outcomes and contractual performance. The following lists the minimum qualifications for treatment staff with at least one member as the Lead Treatment Specialist.

- a. Lead Treatment Specialist or Clinical Supervisor must have:

- Five years program managing experience in providing substance abuse rehabilitation services to a multi-ethnic community.
- Five years of rehabilitation treatment experience and understands substance treatment system of care.
- Master's degree or higher in psychology, social work, or closely related field (Behavioral) from an accredited U.S. educational institution.
- Licensed Individual, Marriage, and Family Therapist (IMFT) or Certified Substance Abuse Treatment Counselor in Guam to be available on a full-time basis.

- b. Treatment Staff must have:

- Three years of responsible experience in substance abuse treatment or human services.
- At least two certified substance abuse counselors credentialed by the Pacific Substance Abuse Mental Health Certification Board or National Association of Alcoholism and Drug Abuse Counselors (NADAAC). There must be one full-time counselor and the other counselor may be on part-time basis.
- At least one Guam Licensed Physician, or preferably an Addiction Psychiatrist with treatment of addiction training experience to be available at least four hours minimum per week to perform consultation services.
- At least one (1) Certified Peer Recovery Specialist.

- At least four staff trained and with abilities in withdrawal monitoring skills, including signs and symptoms of alcohol and other drug intoxication and withdrawal as well as appropriate treatment of those conditions, supportive care, basic cardiopulmonary resuscitation technique, and assessment and referral procedures.

## IV. GENERAL PROCEDURES

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### A. RECEIPT AND REGISTRATION OF PROPOSAL

1. All proposals and modifications shall be time stamped upon receipt and held in a secure place until the established due date below. Proposals and modifications received after the due date and time will not be considered. It is the sole responsibility of each offeror to assure that its proposal is delivered at the specified location prior to the deadline. 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. September 6, 2024.**
2. All proposals must be submitted via U.S. mail, courier or hand-delivered to the attention of the GBHWC Director.

**Mailing & Delivery Address:**

Carissa E. Pangelinan, 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](mailto:marilyn.aflague@gbhwc.guam.gov) and electronic signature(s) are acceptable as permitted by the Uniform Electronic Transaction Act, codified in Guam Law as 18 GCA Sec 91101.
5. **Questions** regarding this RFP should be written and addressed to the GBHWC Director through U.S. Mail, hand-delivery, facsimile (671-649-6948) or emailed to [marilyn.aflague@gbhwc.guam.gov](mailto:marilyn.aflague@gbhwc.guam.gov) by **4:30 P.M., August 28, 2024.** All correspondence will be recorded, considered confidential and timely responded

to in the form of an answer or amendment, whichever is applicable in accordance with Guam Procurement Regulations.

6. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time.
7. Under no circumstances will the GBHWC accept a late proposal unless GBHWC is closed by external shutdown, local emergency, natural disaster or by order of the Governor or government official.

**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 subaward contract. Proposals of offerors who are not awarded the contract shall not be opened for public inspection. (2 GAR 3114(h)(2))

**C. PROPOSAL EVALUATION AND ASSIGNED WEIGHTS**

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

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

<b>Qualification of Personnel:</b> The qualifications and abilities of key personnel proposed to be assigned to perform the services as reflected by technical training and education, developmental disabilities experience, and other specific experience. Section III, B.3)	15
<b>Financial Information.</b> Current, certified financial statement or audit within the last five years that demonstrates offeror's financial ability to sustain first year's operation without the revenue from this proposal's contract.	15
<b>Equipment, Facilities and Accounting Software:</b> The equipment, computer systems, accounting software, and facilities to perform the required services are available or will be made readily available at the time of contracting.	5
<b>Total Points:</b>	<b>100</b>

**D. DISCUSSION**

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

**E. NEGOTIATION AND AWARD OF CONTRACT**

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

The GBHWC will negotiate a contract with the best responsive qualified offeror for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward:

1. Making certain that the offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services.
2. Determining that the offeror will make available the necessary personnel to perform the services within the required time.
3. Agreeing upon compensation which is fair and reasonable within the local market, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

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

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

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

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

Should the GBHWC be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited or additional offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

## V. CONTRACTUAL TERMS

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### A. GENERAL REQUIREMENTS

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

### B. SAMPLE CONTRACT (Form E)

### Appendix 1

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



## VI. ATTACHMENTS

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

No.	Category	Reference	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	64-91	Sample of Contractual Agreement (Form E)	Reference
13	Mandatory	Exhibit 12	92-93	Annual Cost Proposal Template (Form F)	Wet Signature
14	Mandatory	Exhibit 13	94-96	Compliance with Federal Accountability Transparency Act	Wet Signature
15	Mandatory	Exhibit 14	97	Assurance of Compliance SAMHSA Charitable Choice Statues and Regulations	Wet Signature
16	Mandatory	Exhibit 15	98-110	Federal Grant Fund Certifications and Assurances with Notice of Prime Award (Award No. B08TI087032) (Form I & Form I.1)	Wet Signature
17	Mandatory	Exhibit 15	111-124	Fiscal Year 2022 – Award Standard Terms (Form I.2)	Wet Signature
18	Mandatory	Exhibit 16	125	Registration for Unique Entity Identifier (Form J)	Registry at SAM
19	Mandatory	Exhibit 17	126	Civil Rights Requirements (Form K)	Wet Signature
20	Mandatory	Exhibit 18	127	Limited English Proficiency Certification (Form L)	Wet Signature
21	Mandatory	Exhibit 19	128	Certification Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form M)	Wet Signature
22	Mandatory	Exhibit 20	129-137	Procurement Standards (Form N)	Wet Signature

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



**GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER**  
**GBHWC RFP 2024-02**  
**Residential Rehabilitation and Social Detoxification Substance Treatment**  
**For Single Adult Females Who are not Pregnant**

**PROPOSAL REGISTRATION**

The individual, firm, entity or organization identified below is an interested party and/or "Offeror" to GBHWC RFP 2024-02 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.aflaque@gbhwc.quam.gov](mailto:marilyn.aflaque@gbhwc.quam.gov) (The completed registration must be part of the proposal offer.)

**PROPOSAL SIGNATURE FORM**  
**For GBHWC RFP 2024-02**

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 2024-02**

*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/Offeror/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/Offeror/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/Offeror/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 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 \_\_\_\_\_, \_\_\_\_\_.



**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

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5693 Revision No.: 20 Date Of Last Revision: 11/26/2023
Daniel W. Sims Director	Division of Wage Determinations

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 \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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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](http://www.dol.gov/whd/govcontracts).

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
 Northern Marianas Statewide  
 Wake Island Statewide

<p>"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
<p>Daniel W. Simms Director</p>	<p>Division of Wage Determinations</p>
<p>Wage Determination No.: 2015-5693 Revision No.: 20 Date Of Last Revision: 12/26/2023</p>	

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.

<p>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:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
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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](http://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		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.75***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.62***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		22.97
01290 - Rental Clerk		11.10**
01300 - Scheduler, Maintenance		15.55***
01311 - Secretary I		15.55***
01312 - Secretary II		17.40
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		15.40***
01410 - Supply Technician		21.43

01420 - Survey Worker	16.96***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.01***
01532 - Travel Clerk II	14.12***
01533 - Travel Clerk III	15.09***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31***
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.20
05010 - Automotive Electrician	16.16***
05040 - Automotive Glass Installer	15.11***
05070 - Automotive Worker	15.11***
05110 - Mobile Equipment Servicer	12.96***
05130 - Motor Equipment Metal Mechanic	17.20
05160 - Motor Equipment Metal Worker	15.11***
05190 - Motor Vehicle Mechanic	17.20
05220 - Motor Vehicle Mechanic Helper	11.07***
05250 - Motor Vehicle Upholstery Worker	14.06***
05280 - Motor Vehicle Wrecker	15.11***
05310 - Painter, Automotive	16.16***
05340 - Radiator Repair Specialist	15.11***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.10***
07041 - Cook I	14.44***
07042 - Cook II	16.84***
07070 - Dishwasher	9.69***
07130 - Food Service Worker	10.11***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.73***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.75
09040 - Furniture Handler	11.37***
09080 - Furniture Refinisher	18.75
09090 - Furniture Refinisher Helper	13.77***
09110 - Furniture Repairer, Minor	16.32***
09130 - Upholsterer	18.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69***
11060 - Elevator Operator	9.69***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	10.13***
11150 - Janitor	10.13***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.67***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	11.32***
12000 - Health Occupations	
12010 - Ambulance Driver	18.96
12011 - Breath Alcohol Technician	18.96
12012 - Certified Occupational Therapist Assistant	26.02
12015 - Certified Physical Therapist Assistant	26.02
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	28.73
12035 - Electroneurodiagnostic Technologist	28.73
12040 - Emergency Medical Technician	18.96
12071 - Licensed Practical Nurse I	16.95***
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.14
12100 - Medical Assistant	13.42***
12130 - Medical Laboratory Technician	18.02
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.95***
12210 - Nuclear Medicine Technologist	41.68
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.97***
12223 - Nursing Assistant III	15.24***
12224 - Nursing Assistant IV	17.12***

12235 - Optical Dispenser	18.96
12236 - Optical Technician	16.95***
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	16.95***
12305 - Radiologic Technologist	28.73
12311 - Registered Nurse I	23.50
12312 - Registered Nurse II	28.73
12313 - Registered Nurse II, Specialist	28.73
12314 - Registered Nurse III	34.76
12315 - Registered Nurse III, Anesthetist	34.76
12316 - Registered Nurse IV	41.68
12317 - Scheduler (Drug and Alcohol Testing)	23.50
12320 - Substance Abuse Treatment Counselor	23.50
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
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	29.40
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	10.83***
16030 - Counter Attendant	10.83***
16040 - Dry Cleaner	12.36***
16070 - Finisher, Flatwork, Machine	10.83***
16090 - Presser, Hand	10.83***
16110 - Presser, Machine, Drycleaning	10.83***
16130 - Presser, Machine, Shirts	10.83***



16160 - Presser, Machine, Wearing Apparel, Laundry	10.03***
16190 - Sewing Machine Operator	12.08***
16220 - Tailor	13.40***
16250 - Washer, Machine	11.34***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.46
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.36***
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	12.57***
21071 - Order Filler	10.62***
21080 - Production Line Worker (Food Processing)	15.36***
21110 - Shipping Packer	17.12***
21130 - Shipping/Receiving Clerk	17.12***
21140 - Store Worker I	15.03***
21150 - Stock Clerk	22.26
21210 - Tools And Parts Attendant	15.36***
21410 - Warehouse Specialist	15.36***
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	19.46
23120 - Bicycle Repairer	15.61***
23125 - Cable Splicer	22.47
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician, Maintenance	19.37
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.61***
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61***
23370 - General Maintenance Worker	13.24***
23380 - Ground Support Equipment Mechanic	23.04
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61***
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.27
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	18.10
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	12.57***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist, Maintenance	20.72
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46

23760 - Painter, Maintenance	17.04***
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker, Maintenance	19.55
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.96
23932 - Telecommunications Mechanic II	21.24
23950 - Telephone Lineman	20.62
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61***
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01***
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01***
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	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.04***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***

30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.00
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.92
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80
30463 - Technical Writer III	37.27
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.66
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	16.11***
31364 - Truckdriver, Tractor-Trailer	16.11***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	10.01***
99050 - Desk Clerk	9.71***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	24.31
99252 - Laboratory Animal Caretaker II	26.56
99260 - Marketing Analyst	21.54
99310 - Mortician	27.37
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	17.96
99830 - Survey Party Chief	23.99
99831 - Surveying Aide	13.65***
99832 - Surveying Technician	17.73
99840 - Vending Machine Attendant	24.31
99841 - Vending Machine Repairer	30.96
99842 - Vending Machine Repairer Helper	24.31

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 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: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month\*

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

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

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

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

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

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

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

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

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

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

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

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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



**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 3<sup>rd</sup> party engagement(s).

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(Print Name and Title)

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Signature of Authorized Individual

Date

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

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This CONTRACTUAL AGREEMENT is made between the GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, an agency of the government of Guam (hereinafter known as GBHWC or Procurement Officer), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and \_\_\_\_\_, a licensed/unlicensed Guam/off-island non-profit organization and (hereinafter known as Service Provider or contractor) whose office address is \_\_\_\_\_.

WHEREAS, the GBHWC desires to grant a Contractual Agreement (herein referred to as contract) to \_\_\_\_\_; and

WHEREAS; the GBHWC requested proposals from qualified non-profit or for-profit organizations to act as a contractor to provide \_\_\_\_\_; and

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

WHEREAS, the service provider has submitted its proposal and interest in providing such services; and

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

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

**SECTION I.  
PURPOSE**

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SECTION II.  
SCOPE OF WORK

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

SECTION III.  
CONTRACT TERM

- A. The initial term contract shall begin upon the date that the Governor approves the contract, as signified by her execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government will issue a written notice to proceed notifying the vendor when the services are to begin. The initial term of the contract shall end September 30, 2024, subject to the appropriation, allocation and availability of funds.
- B. **Renewal Term**  
At the option of the government, the contract may be renewed for two (2) one-year periods ("Renewal Term") subject to the availability of funds and satisfactory performance. Upon expiration of the Renewal Term(s), this contract shall expire, unless sooner terminated.
- C. **Monthly Extension Periods.**  
At the option of the government, and as agreed-to by Offeror, the contract may be extended after the final renewal term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the parties agree to more than six Monthly Extension Periods. The Monthly Extension Periods may be agreed-to by the parties only if the government is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government.
- D. **Multiple Term Contract Multiple Certification of Funds.**  
The Initial Term and subsequent terms of the contract are subject to the availability of funds. The funds for the first twelve (12) months (or pro-rated fiscal year if applicable) of the Initial Term of the contract are certified as part of the execution of the contract. In the event that funds are not allocated, appropriated or otherwise made available to support continuation of performance in any period time after the first twelve (12) months (or pro-rata fiscal year if applicable) the contract shall be cancelled; however, this does not affect either GBHWC's rights or Offeror's rights under any termination clause of the contract. The GBHWC shall notify the Offeror on a timely basis in writing that funds are, or are not available for the continuation of the contract for each succeeding period.

In the event of the cancellation of this multi-term contract as provided above the vendor will be reimbursed its unamortized, reasonably incurred, non-recurring costs.

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

#### 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. The parties agree to negotiate in good faith as to compensation for any justified increase cost(s) in the Renewal Term.

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 the GBHWC. In any reporting month in which a discrepancy exists in the statistical, verbal, narrative or financial reports submitted by the Service Provider to the GBHWC, ten percent (10%) of the invoice amount after applying any penalties or disallowed costs shall be withheld until the discrepancy has been resolved to the satisfaction of the GBHWC. 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 or 3% for non-profit organizations as stated in Section VI hereunder. 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, .

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. All invoices are subject to review and approval by the GBHWC. The acceptance and payment of any invoice shall not be deemed a waiver of any of the GBHWC's rights under this contract.

C. Final Payment and Release of Claims.

The GBHWC shall make final payment delivery and acceptance of all services mentioned herein specified and performed. Prior to final payment and as a condition precedent thereto, the Service Provider shall execute and deliver to the GBHWC a

release, in a form provided by the GBHWC, of claims against the GBHWC and the government of Guam arising under and by virtue of the contract. Additionally, prior to final payment and as condition precedent thereto, the Service Provider shall ensure a smooth program transition back to GBHWC or to the new service provider identified by GBHWC; and shall immediately provide the GBHWC with all program related information, files, equipment, service contributions/program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or tangible assets.

**SECTION V.  
THE GOVERNMENT IS NOT LIABLE**

- A. The GBHWC assumes no liability for any accident or injury that may occur to the Service Provider, his or her agents, dependents, or personal property while in route to or from worksite or during any travel mandated by the terms of this contract.
- B. The GBHWC shall not be liable to the Service Provider for any work performed by the Service Provider prior to the approval of this 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. 37-42 Chapter XIII 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 the 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 the GBHWC a quarterly report describing its activities during the reporting period and the results it achieved no later than twenty (20) days after the end of each Quarter of the fiscal year.
- D. The Service Provider shall provide prior written notification to the GBHWC of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more as

to its services related to this contract, or with regard to items to be invoices as part of the contract.

- E. The Service Provider shall provide access to duly authorized representative of the GBHWC, the Guam Public Auditor, or their authorized representatives, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of the contract. The Service Provider shall upon written request by the GBHWC, the Guam Public Auditor or their authorized representatives provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.
- F. The Service Provider is subject to the Single Audit Rules 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 the GBHWC as well as a Fiscal Year-end report of all expenditures of funds under the contract no later than November 15, the initial year, and November 15, of each subsequent year.
- H. In the event the Service Provider fails to timely provide any reports or items set forth in this section to the GBHWC after prior written reasonable notice by the GBHWC to the Service Provider and the Service Provider's failure to cure the default will subject the non-profit organization to a three per cent (3%) reduction of the contract amount or remaining contract balance.

#### SECTION VII.

##### GBHWC AGREES TO THE FOLLOWING:

- A. To maintain oversight of the Service Provider's performance in administering the \_\_\_\_\_, 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 the GBHWC, re-do services, correct or revise all errors or deficiencies in its services, work and material identified during the term of the contract, and any applicable warranty period.

- 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. The GBHWC's review, approval, acceptance of, and payment of fees for services required under the contract, shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the Service Provider's failure of performance, except as provided herein, and the Service Provider shall be, and remain liable, to the GBHWC for all direct costs which may be incurred by the GBHWC as result of the Service Provider's negligent performance of any of the services or work which are performed under the contract.

#### SECTION IX.

##### ACCESS TO RECORDS AND OTHER REVIEW

- 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 the GBHWC, the Public Auditor, and any applicable Federal Granting Agency, Inspector General or its delegate. Each subcontract by the Service Provider pursuant to this 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 the GBHWC, Guam Public Auditor and in the event there are federal funds, the Federal Granting Agency or its designated Inspector General or their authorized representative. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

**SECTION X.**  
**OWNERSHIP OF DOCUMENTS**

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

**SECTION XI.**  
**INDEMNITY**

The Service Provider agrees to save and hold harmless the GBHWC, its officers, agents, representatives, successors and assigns, and other governmental agencies from any and all actions, proceedings, claims, demands, costs, damage, attorney fees and all other liabilities and expense of any kind or any source which may arise out of the performance of this 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 the 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 the GBHWC when required and shall immediately report in writing to the 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. 37-42 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 I 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 ion 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 date 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 the GBHWC and shall be delivered to the 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 the GBHWC and the Service Provider that the terms of this clause are to be given precedence.

A. Disputes - Contractual Controversies.

The GBHWC and the Service Provider agree to attempt resolution of all controversies which arise under, or are by virtue of, this 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. The Authority’s decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision in the manner described below.

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

C. Disputes – Money Owed By or to the GBHWC

For disputes involving money owed by or to the GBHWC under this Contract, the Service Provider shall file an appeal of GBHWC’s decision on a dispute in accordance with the Government Claims Act, 5 GCA § 6101 et. seq., by filing a government claim with the Office of the Attorney General no later than eighteen (18) months after the decision on a dispute is rendered by GBHWC or from the date when a decision should have been rendered.

D. Disputes – All Other Claims Against GBHWC.

For all other disputes arising under this Contract, the Contractor shall file an appeal with the Office of the Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427( e) within

sixty (60) days of GBHWC's decision on the dispute 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 the 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 the GBHWC. However, if the Director of the 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 the 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 the GBHWC, the Service Provider represents that it has not knowingly influenced, and promises that it shall not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

B. Prohibition Against Gratuities and Kickbacks.

With respect to this procurement and any other contract that the Service Provider may have or wish to enter into with the GBHWC, the Service Provider represents that he/she/it has not violated, is not violating, and promises that he/she/it 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 a 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 the GBHWC consumers, customers or potential eligible receivers of the GBHWC community behavioral health wellness services all locations where there is contact with those individuals is considered for purposes of this clause in this contract "property of the government of Guam".

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

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

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

The Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply to any renewal terms of this 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 the GBHWC may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, the Service Provider may be placed on probationary status by the Director of GBHWC, for a period of one (1) year. During the probationary status, the Service Provider shall not be awarded any contract by any instrumentality of the government of Guam. The Service Provider if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit Compliance Service Providers Providing Services Clause" may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

The Service Provider's Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract and attached hereto as Exhibit C and Exhibit C.1.

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

**F. 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. 104-1991) and the Federal "Standards for Privacy of Individually Identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.
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 the 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 \_\_\_\_\_, 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 \_\_\_\_\_.

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 the 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 the GBHWC.

SECTION XX.  
STATUS OF SERVICE PROVIDER

The Service Provider and its agents and employees are independent contractors performing professional services for the GBHWC and are not employees of the GBHWC. The Service Provider and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the GBHWC vehicles, or any other benefit afforded to employees of the GBHWC as a result of this 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 the 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 the GBHWC (other than its payment obligation) shall be excused from performance under this contract for any period that the Service Provider or the GBHWC is prevented from performing any services in whole or in part as a result of acts of God, typhoons, earthquakes, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the party invoking the section (each of the foregoing deemed a "Force Majeure"), provided that the Service Provider or the GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within the Service Provider's or the GBHWC's control to ensure that the Service Provider or the GBHWC can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed a breach of the 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 at 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**

The Federal Grant terms and conditions, GBHWC RFP \_\_\_\_ 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. Notice of Prime Grant Award No. B08TI087032
4. The Request for Proposal.
5. The Service Provider's Best and Final Offer(s), in reverse chronological order.
6. 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 the 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 the 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. The 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

In keeping with 2 CFR §200.112 Service Provider agrees as follows:

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 Cing 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  
COMPLIANCE WITH THE FEDERAL AWARDEE PERFORMANCE  
AND INTEGRITY INFORMATION SYSTEM

§ 200.113 Mandatory disclosures. (Uniform Grant)- Federal Awardee Performance and Integrity Information System (FAPIS)

*(If applicable)*. The Service Provider shall comply with the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.) [85 FR 49539, Aug. 13, 2020] Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters



A. Reporting of Matters Related to Recipient Integrity and Performance *(if applicable)*

1. General Reporting Requirement

If the total value of your currently active grants, cooperative contracts, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative contract, or procurement contract from the Federal Government.
- b. Reached its final disposition during the most recent five-year period.
- c. Is one of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition.
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - 3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages more than \$100,000.
  - 4) Any other criminal, civil, or administrative proceeding if:
    - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition.
    - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part.
    - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures (if applicable)

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative contract awards with a cumulative total value greater than \$10,000,000 must disclose semi-annually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative contracts, and procurement contracts includes:
  - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match.
  - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

B. [Reserved] [80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020.

SECTION XXXVIII  
PRICE ADJUSTMENT CLAUSE

2 GAR Div Sec 6101 (6)

- (a) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
  - (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (ii) by unit prices specified in the contract or subsequently agreed upon;
  - (iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
  - (iv) in such other manner as the parties may mutually agree; or
  - (v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.
  
- (b) Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

(Signature Page Follows)

**ANNUAL COST PROPOSAL RFP 2024-02**

Exhibit 12, Form F

Offeror: \_\_\_\_\_

Page 1 of 2

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

Category	Hourly Rate (for A & B)	Year One	Year Two	Year Three
<b>A. Personnel</b>				
(Attach Staffing Pattern)		\$	\$	
<b>Total Personnel</b>		\$	\$	
<b>B. Benefits</b>		\$	\$	
		\$	\$	
<b>Total Benefits</b>		\$	\$	
<b>C. Travel</b>				
		\$	\$	
<b>Total Travel</b>		\$	\$	
<b>D. Supplies, Equipment, and Other</b>				
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
<b>Total Supplies, Equipment, and Other</b>		\$	\$	
<b>E. Contractual</b>				
		\$	\$	
		\$	\$	
<b>Total Contractual</b>		\$	\$	
<b>TOTAL PROPOSED BUDGET</b>		\$	\$	

Cost Proposal Submitted by:

Page 2 of 2 (RFP 2024-02)

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Offer Amount: \_\_\_\_\_

(Same Amount for each contract year)

Cost Proposal  Accepted  Rejected:Reason \_\_\_\_\_

Comments/Counter offer/Negotiation:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Accepted and agreed

<b>GBHWC:</b>	<b>Offeror:</b>
By: _____	By: _____
(Signature & Date)	(Signature & Date)
Name: _____	Name: _____
Title: _____	Title: _____

**GBHWC DIRECTOR'S APPROVAL**

Offer is accepted and terms negotiated approved: \_\_\_\_\_  
Director                      Date

Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant Funds

Compliance with Federal Financial Accountability Transparency Act

Partner/Subrecipient/ Sub Grantee agree that:

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

Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

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

2. **Where and when to report.**

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

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

b. Reporting Total Compensation of Recipient Executives.

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

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

i. To the recipient.

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

d. Exemptions

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

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

e. Definitions. For purposes of this award term:

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

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

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

3. Subaward:

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

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

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

4. Subrecipient means an entity that:

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

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

i. Salary and bonus.

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

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

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

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

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

SUBMITTED BY:

Signature of Authorized Official:	Date:
Name of Authorized Official:	
Name of Organization:	



Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant Funds

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

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

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

SUBMITTED BY:

Signature of Authorized Official:	Date:
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Name of Authorized Official:
------------------------------

Name of Organization:
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Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant Funds

Federal Grant Fund Certifications and Assurances

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

**1. Certification Regarding Debarment and Suspension**

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

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

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

**2. Certification Regarding Drug-Free Workplace Requirements**

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

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's work-place and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

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

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

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

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

### **3. Certifications Regarding Lobbying**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

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

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

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

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

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

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

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

#### **5. Certification Regarding Environmental Tobacco Smoke**

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

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

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

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

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

#### **6. Certification Regarding Non-Discrimination**

The undersigned certifies that the organization shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §5794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**Certification Regarding the Hatch Act**

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

**7. Single Audit Act**

7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. The undersigned certifies the organization shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

**8. Notice of Grant Award**

The undersigned certifies it has received a copy of the Notice of Grant Award of the federal grant funds that are part of this procurement with its accompanying terms and conditions, and attaches a copy of the Notice of Grant award to this form. The undersigned certifies the organization shall comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the program. (A copy of the Notice of Grant award is attached hereto; and is incorporated herein as if fully rewritten).

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

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

SUBMITTED BY:

Signature of Authorized Official:	Date:
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Name of Authorized Official:
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Name of Organization:
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Department of Health and Human Services  
 Substance Abuse and Mental Health Services Administration  
 Center for Substance Abuse Treatment

Notice of Award  
 FAIN# B08TI087032  
 Federal Award Date  
 07/22/2024

<p><b>Recipient Information</b></p> <p><b>1. Recipient Name</b>                  GOVERNMENT OF GUAM- DEPARTMENT OF ADMINISTRATION                  590 S MARINE CORPS DR STE 219                  TAMUNING, GU 96913</p> <p><b>2. Congressional District of Recipient</b>                  98</p> <p><b>3. Payment System Identifier (ID)</b>                  1980018947C1</p> <p><b>4. Employer Identification Number (EIN)</b>                  980018947</p> <p><b>5. Data Universal Numbering System (DUNS)</b>                  778904292</p> <p><b>6. Recipient's Unique Entity Identifier</b>                  J5DHQHSHTJE7</p> <p><b>7. Project Director or Principal Investigator</b>                  Theresa Arriola                   theresa.arriola@gbhwc.guam.gov</p> <p><b>8. Authorized Official</b>                  Theresa Arriola                  theresa.arriola@gbhwc.guam.gov                  671-649-6948</p>	<p><b>Federal Award Information</b></p> <p><b>11. Award Number</b>                  1B08TI087032-01</p> <p><b>12. Unique Federal Award Identification Number (FAIN)</b>                  B08TI087032</p> <p><b>13. Statutory Authority</b>                  Subparts II&amp;III,B,Title XIX,PHS Act/45 CFR Part96</p> <p><b>14. Federal Award Project Title</b>                  Substance Abuse Prevention, Treatment, and Recovery Services Block Grant</p> <p><b>15. Assistance Listing Number</b>                  93.959</p> <p><b>16. Assistance Listing Program Title</b>                  Block Grants for Prevention and Treatment of Substance Abuse</p> <p><b>17. Award Action Type</b>                  New Competing (REVISED)</p> <p><b>18. is the Award R&amp;D?</b>                  No</p>																										
<p><b>Federal Agency Information</b></p> <p><b>9. Awarding Agency Contact Information</b>                  Wendy Pang                  Grants Specialist                  wendy.pang@samhsa.hhs.gov                  (240) 276-1419</p> <p><b>10. Program Official Contact Information</b>                  Theresa Mitchell                  Program Official                  Theresa.Mitchell@samhsa.hhs.gov                  240-276-1365</p>	<table border="1"> <thead> <tr> <th colspan="2">Summary Federal Award Financial Information</th> </tr> </thead> <tbody> <tr> <td><b>19. Budget Period Start Date</b></td> <td>10/01/2023 – End Date 09/30/2025</td> </tr> <tr> <td><b>20. Total Amount of Federal Funds Obligated by this Action</b></td> <td>\$652,171</td> </tr> <tr> <td>    20 a. Direct Cost Amount</td> <td>\$652,171</td> </tr> <tr> <td>    20 b. Indirect Cost Amount</td> <td>\$0</td> </tr> <tr> <td><b>21. Authorized Carryover</b></td> <td></td> </tr> <tr> <td><b>22. Offset</b></td> <td></td> </tr> <tr> <td><b>23. Total Amount of Federal Funds Obligated this budget period</b></td> <td>\$1,294,660</td> </tr> <tr> <td><b>24. Total Approved Cost Sharing or Matching, where applicable</b></td> <td>\$0</td> </tr> <tr> <td><b>25. Total Federal and Non-Federal Approved this Budget Period</b></td> <td>\$1,294,660</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td><b>26. Project Period Start Date</b></td> <td>10/01/2023 – End Date 09/30/2025</td> </tr> <tr> <td><b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b></td> <td>\$1,294,660</td> </tr> </tbody> </table> <p><b>28. Authorized Treatment of Program Income</b>                  Additional Costs</p> <p><b>29. Grants Management Officer - Signature</b>                  Katrina Morgan</p>	Summary Federal Award Financial Information		<b>19. Budget Period Start Date</b>	10/01/2023 – End Date 09/30/2025	<b>20. Total Amount of Federal Funds Obligated by this Action</b>	\$652,171	20 a. Direct Cost Amount	\$652,171	20 b. Indirect Cost Amount	\$0	<b>21. Authorized Carryover</b>		<b>22. Offset</b>		<b>23. Total Amount of Federal Funds Obligated this budget period</b>	\$1,294,660	<b>24. Total Approved Cost Sharing or Matching, where applicable</b>	\$0	<b>25. Total Federal and Non-Federal Approved this Budget Period</b>	\$1,294,660	<hr/>		<b>26. Project Period Start Date</b>	10/01/2023 – End Date 09/30/2025	<b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b>	\$1,294,660
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SABG  
 Department of Health and Human Services  
 Substance Abuse and Mental Health Services Administration

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 Notice of Award

Issue Date: 07/22/2024

 Center for Substance Abuse Treatment
 

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**Award Number:** 1808TI087032-01 REVISED  
**FAIN:** B08TI087032-01  
**Contact Person:** Theresa Arriola

**Program:** Substance Abuse Prevention, Treatment, and Recovery Services Block Grant

GOVERNMENT OF GUAM- DEPARTMENT OF ADMINISTRATION  
 590 S MARINE CORPS DR STE 219

TAMUNING, GU 96913

**Award Period:** 10/01/2023 – 09/30/2025

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award to reflect an increase in the amount of \$652,171 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to GOVERNMENT OF GUAM- DEPARTMENT OF ADMINISTRATION in support of the above referenced project. This award is pursuant to the authority of Subparts II&III,B, Title XIX, PHS Act/45 CFR Part 96 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
 Katrina Morgan  
 Grants Management Officer  
 Division of Grants Management  
 katrina.morgan@samhsa.hhs.gov  
 See additional information below

**SECTION I - AWARD DATA - 1B08TI087032-01 REVISED**

FEDERAL FUNDS APPROVED: \$1,294,660  
 AMOUNT OF THIS ACTION (FEDERAL SHARE): \$652,171  
 CUMULATIVE AWARDS TO DATE: \$1,294,660  
 UNAWARDED BALANCE OF CURRENT YEAR'S FUNDS: \$0

**Fiscal Information:**

CFDA Number: 93.959  
 EIN: 1980018947C1  
 Document Number: 24B1GUSAPT  
 Fiscal Year: 2024

IC	CAN	01
TI	C96N470	\$1,294,660

PCC: SAPT / OC: 4115

**SECTION II - PAYMENT/HOTLINE INFORMATION - 1B08TI087032-01REVISED**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support - Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

**SECTION III - TERMS AND CONDITIONS - 1B08TI087032-01 REVISED**

**REMARKS**

Please note that the SUPTRS BG FY2024 final allocation has been revised. See the amount shown as "FEDERAL FUNDS APPROVED" on page 3 under SECTION I AWARD DATA.

This award reflects the third and fourth quarters funding of the FY24 SUPTRS BG.

All previous terms and conditions remain in full force and effect.

**SPECIAL TERMS OF AWARD**

1) SUPTRS BG Award Total Expenditure Amount Reporting: Revise within thirty (30) days of receipt of this Notice of Award the FY 21 SUPTRS BG Award expenditure total in the WebBGAS 2024 SUPTRS



BG Report, that is reported by the grantee on Table 4, to be consistent with the current expenditure total that is listed on the most current SAMHSA Drawdown Report.

2) State MOE Expenditure Requirement Reporting: Provide within thirty (30) days of receipt of this Notice of Award additional state expenditure reporting in the WebBGAS 2024 SUPTRS BG Report to the CSAT State Project Officer, for confirmation of compliance with the SFY 2023 State MOE Expenditure Requirement, that validates the State MOE Expenditure total reported on Table 8a, Column B, by providing consistent reporting of these Table 8a expenditures on Table 2. *42 USC Chapter 6A, Subchapter XVII, Part B, Subpart ii, 300x-30, and CFR Title 45, Subtitle A, Subchapter A, Part 96, Subpart L, 96.134.*

3) Potential Requirement for Request for Waiver of State MOE Expenditure Requirement: If State MOE Expenditure Requirement is not met, the grantee is required to successfully submit, and receive approval for, a related waiver from the Assistant Secretary for Mental Health and Substance Use, of the applicable statute and regulations, as outlined in 42 USC Chapter 6A, Subchapter XVII, Part B, Subpart ii, 300x-30. Maintenance of effort regarding State expenditures, and CFR Title 45, Subtitle A, Subchapter A, Part 96, Subpart L, 96.134 Maintenance of effort regarding State expenditures, in accordance with the provisions for such a waiver as outlined in the statute and regulations.

4) Women s Treatment Services Expenditure Requirement Reporting: Provide within thirty (30) days of receipt of this Notice of Award additional state and SUPTRS BG expenditure reporting in the WebBGAS 2024 SUPTRS BG Report to the CSAT State Project Office, for confirmation of compliance with the SFY 2023 Women s Treatment Services MOE Expenditure Requirement, that validates the Women s Treatment Services MOE Expenditure total reported on Table 8b, Column B, by providing consistent reporting of these Table 8b expenditures on Table 1a, Columns A and E. *42 USC Chapter 6A, Subchapter XVII, Part B, Subpart ii, 300x-22, and CFR Title 45, Subtitle A, Subchapter A, Part 96, Subpart L, 96.124.*

5) WebBGAS Revision Requests for SUPTRS BG Plan and SUPTRS BG Report: Complete and submit for approval by the CSAT State Project Officer, within 45 days of receipt, all WebBGAS Revision Requests received from the CSAT SPO for the SUPTRS BG Plans and the SUPTRS BG Reports.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

**Staff Contacts:**

Theresa Mitchell, Program Official  
Phone: 240-276-1365 Email: Theresa.Mitchell@samhsa.hhs.gov Fax: 240-276-2700

Wendy Pang, Grants Specialist  
Phone: (240) 276-1419 Email: wendy.pang@samhsa.hhs.gov Fax: (240) 276-1430



Department of Health and Human Services  
 Substance Abuse and Mental Health Services Administration  
 Center for Substance Abuse Treatment

Notice of Award  
 FAIN# B08T1087032  
 Federal Award Date  
 05/28/2024

<p><b>Recipient Information</b></p> <p><b>1. Recipient Name</b>                  GOVERNMENT OF GUAM- DEPARTMENT OF ADMINISTRATION                  590 S MARINE CORPS DR STE 219                  TAMUNING, GU 96913</p> <p><b>2. Congressional District of Recipient</b>                  98</p> <p><b>3. Payment System Identifier (ID)</b>                  1980018947C1</p> <p><b>4. Employer Identification Number (EIN)</b>                  980018947</p> <p><b>5. Data Universal Numbering System (DUNS)</b>                  778904292</p> <p><b>6. Recipient's Unique Entity Identifier</b>                  J5DHQHSHTJE7</p> <p><b>7. Project Director or Principal Investigator</b>                  Theresa Arriola                   theresa.arriola@gbhwc.guam.gov</p> <p><b>8. Authorized Official</b>                  Theresa Arriola                  theresa.arriola@gbhwc.guam.gov                  671-649-6948</p>	<p><b>Federal Award Information</b></p> <p><b>11. Award Number</b>                  1B08T1087032-01</p> <p><b>12. Unique Federal Award Identification Number (FAIN)</b>                  B08T1087032</p> <p><b>13. Statutory Authority</b>                  Subparts II&amp;III,B, Title XIX, PHS Act/45 CFR Part96</p> <p><b>14. Federal Award Project Title</b>                  Substance Abuse Prevention, Treatment, and Recovery Services Block Grant</p> <p><b>15. Assistance Listing Number</b>                  93.959</p> <p><b>16. Assistance Listing Program Title</b>                  Block Grants for Prevention and Treatment of Substance Abuse</p> <p><b>17. Award Action Type</b>                  New Competing (REVISED)</p> <p><b>18. Is the Award R&amp;D?</b>                  No</p>																								
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SABG  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 05/28/2024

Center for Substance Abuse Treatment

**Award Number:** 1B08TI087032-01 REVISED  
**FAIN:** B08TI087032-01  
**Contact Person:** Theresa Arriola

**Program:** Substance Abuse Prevention, Treatment, and Recovery Services Block Grant

GOVERNMENT OF GUAM- DEPARTMENT OF ADMINISTRATION  
590 S MARINE CORPS DR STE 219

TAMUNING, GU 96913

**Award Period:** 10/01/2023 – 09/30/2025

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award to reflect an increase in the amount of \$323,587 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to GOVERNMENT OF GUAM- DEPARTMENT OF ADMINISTRATION in support of the above referenced project. This award is pursuant to the authority of Subparts II&III,B, Title XIX, PHS Act/45 CFR Part 96 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Katrina Morgan  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 1B08TI087032-01 REVISED**

FEDERAL FUNDS APPROVED: \$1,294,348  
 AMOUNT OF THIS ACTION (FEDERAL SHARE): \$323,587  
 CUMULATIVE AWARDS TO DATE: \$642,489  
 UNAWARDED BALANCE OF CURRENT YEAR'S FUNDS: \$651,859

**Fiscal Information:**

CFDA Number: 93.959  
 EIN: 1980018947C1  
 Document Number: 24B1GUSAPT  
 Fiscal Year: 2024

IC	CAN	01
TI	C96N470	\$642,489

PCC: SAPT / OC: 4115

**SECTION II – PAYMENT/HOTLINE INFORMATION – 1B08TI087032-01REVISED**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

**SECTION III – TERMS AND CONDITIONS – 1B08TI087032-01 REVISED**

**REMARKS**

**SUBG FY 2024 Award Remarks**

This award reflects the second quarter funding of the SUBG. The amount shown as "FEDERAL FUNDS APPROVED" on page 3 under SECTION I – AWARD DATA, is the SUBG FY2024 final allocation to your state.

All previous terms and conditions remain in full force and effect.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the

award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

**Staff Contacts:**

Theresa Mitchell, Program Official  
Phone: 240-276-1365 Email: Theresa.Mitchell@samhsa.hhs.gov Fax: 240-276-2700

Wendy Pang, Grants Specialist  
Phone: (240) 276-1419 Email: wendy.pang@samhsa.hhs.gov Fax: (240) 276-1430

## Fiscal Year 2022 – Award Standard Terms

Name	Language
<b>1 Acceptance of the Terms of an Award</b>	<p>By drawing or otherwise obtaining funds from the Health and Human Services (HHS) Payment Management System, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a recipient, the contents of the Notice of Award (NoA) are binding on the recipient unless and until modified by a revised NoA signed by the GMO.</p> <p><b>Certification Statement:</b> By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and condition of their awards, including: (a) terms and conditions included in the <a href="#">HHS Grants Policy Statement</a> in effect at the time of a new, non-competing continuation, or renewal award, including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Notice of Funding Opportunity (NOFO), or the Notice of Award (NoA).</p>
<b>2 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards</b>	<p>The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance – <a href="#">2 Code of Federal Regulations (CFR) § 200</a> as codified by HHS at <a href="#">45 CFR § 75</a>.</p>
<b>3 Award Expectations</b>	<p>The eligibility and program requirements originally outlined in the NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the NOFO and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA).</p>
<b>4 Flow down of requirements to sub-recipients</b>	<p>The recipient, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with <a href="#">45 CFR § 75.351 – 75.352</a>, Sub-recipient monitoring and management.</p>
<b>5 Future Funding</b>	<p>As indicated in the NoA, recommended future support reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds and satisfactory progress of the project.</p>
<b>6 Non-Supplant</b>	<p>Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.</p>

<p><b>7 Unallowable Costs</b></p>	<p>All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, <a href="#">45 CFR § 75</a>, and the <a href="#">HHS Grants Policy Statement</a>, are not allowable under this award.</p>
<p><b>8 Conflicts of Interest Policy</b></p>	<p>Consistent with <a href="#">45 CFR § 75.112</a>, recipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:</p> <ul style="list-style-type: none"> <li>• address conditions under which outside activities, relationships, or financial interest are proper or improper;</li> <li>• provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;</li> <li>• include a process for notification and review by the responsible official of potential or actual violations of the standards; and</li> <li>• specify the nature of penalties that may be imposed for violations.</li> </ul>
<p><b>9 Administrative and National Policy Requirements</b></p>	<p>Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.</p>
<p><b>10 Carryover - Expanded Authority for Unobligated Balances from One Budget Period to Any Subsequent Budget Period</b></p>	<p>Federal administrative requirements allow agencies to provide recipients with expanded authorities, which waive certain cost-related and administrative prior approvals under certain conditions.</p> <p>Per <a href="#">45 CFR § 75.308 (d)(3)</a>, SAMHSA has extended expanded authority to recipients requesting carryover of unobligated balances (UOB) up to 25% or less of the current budget period (year when the funds are needed) provided that recipients are not on drawdown restriction.</p> <p>Recipients requesting a carryover greater than 25% of the current budget period award <b>cannot exercise this expanded authority.</b></p> <p>Recipients who exercise expanded authority <b>MUST</b> include an Intent to Carryover statement in the Remarks section (box 12) of the annual Federal Financial Report (FFR).</p> <p>Expanded authority may be overridden by other special terms or conditions of the award. Recipients must carefully review the Notice of Award to determine if a particular authority is withheld for a specific award.</p> <p>Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds.</p> <p><i>Additional Guidance:</i> <a href="https://www.samhsa.gov/grants/grants-management/post-award-amendments#carryover">https://www.samhsa.gov/grants/grants-management/post-award-amendments#carryover</a></p>



	Name	Language
11	<b>Marijuana Restriction</b>	<p>SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., <a href="#">45 CFR § 75.300(a)</a> (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).</p>
12	<b>Prior Approval</b>	<p>SAMHSA anticipates that the recipient may need to modify the recipient's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, recipients are allowed a certain degree of latitude to re-budget within and between budget categories to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under <a href="#">45 CFR § 75</a>, as applicable.</p> <p>Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either <a href="#">45 CFR § 75</a> or the <a href="#">HHS Grants Policy Statement</a>, must be submitted in writing to the GMO. Based on the nature, extent, and timing of the request, the SAMHSA GMO may approve, deny, or request additional material to further document and evaluate your request.</p> <p>Only an amended NoA signed by the GMO is considered valid. Verbal authorization is not approval and is not binding on SAMHSA. Recipients who proceed do so at their own risk.</p> <p>Prior approval is required for but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions, Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions. A summary of activities that require prior approval is listed in the <a href="#">HHS Grants Policy Statement</a> under Exhibit 5, Page II-49.</p> <p>SAMHSA instructions regarding requests for prior approval are available at: <a href="https://www.samhsa.gov/grants/grants-management/post-award-amendments">https://www.samhsa.gov/grants/grants-management/post-award-amendments</a></p>
13	<b>Executive Pay</b>	<p>The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is <b>\$199,300</b>.</p> <p>For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, recipients may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.</p>
14	<b>Promotional Items</b>	<p>SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.</p> <p>HHS Policy on the Use of Appropriated Funds for Promotional Items: <a href="https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotional-items/index.html">https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotional-items/index.html</a></p>

15	Name	Language
	<b>Universal Identifier and SAM Requirements</b>	<p>This award is subject to requirements as set forth in <a href="#">2 CFR § 25</a> – Universal Identifier and System of Award Management (SAM) Requirements.</p> <p>A. Requirement for System of Award Management</p> <p>Unless you are exempted from this requirement under <a href="#">2 CFR § 25.110</a>, you, as the recipient, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.</p> <p>B. Requirement for unique entity identifier if you are authorized (reference project description) to make subawards under this award, you:</p> <ol style="list-style-type: none"> <li>1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you; and</li> <li>2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you.</li> </ol> <p>C. Definitions. For purposes of this award term:</p> <ol style="list-style-type: none"> <li>1. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information on SAM registration procedures may be found at: <a href="https://www.sam.gov">https://www.sam.gov</a>.</li> <li>2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.</li> <li>3. Entity, as it is used in this award term, means all of the following, as defined at <a href="#">2 CFR § 25, subpart D</a>: <ol style="list-style-type: none"> <li>a. A governmental organization, which is a state, local government, or Indian Tribe;</li> <li>b. A foreign public entity; c. A domestic or foreign nonprofit organization; d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.</li> </ol> </li> <li>4. Subaward: <ol style="list-style-type: none"> <li>a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient;</li> <li>b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see <a href="#">2 CFR § 200.1</a> and <a href="#">2 CFR § 200.331</a>).</li> <li>c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.</li> </ol> </li> <li>5. Subrecipient means an entity that: <ol style="list-style-type: none"> <li>a. receives a subaward from you under this award; and</li> <li>b. is accountable to you for the use of the Federal funds provided by the subaward.</li> </ol> </li> </ol>

16	Name	Language
	<b>Federal Financial Accountability and Transparency Act (FFATA)</b>	<p>Reporting Subawards and Executive Compensation, <a href="#">2 CFR, Appendix A to Part 170</a></p> <p>a. Reporting of first-tier subawards.</p> <ol style="list-style-type: none"> <li>1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).</li> <li>2. Where and when to report. <ol style="list-style-type: none"> <li>i. You must report each obligating action described in paragraph a. 1. of this award term to <a href="http://www.fsrs.gov">http://www.fsrs.gov</a>.</li> <li>ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)</li> </ol> </li> <li>3. What to report. You must report the information about each obligating action that the submission instructions posted at <a href="http://www.fsrs.gov">http://www.fsrs.gov</a> specify.</li> </ol> <p>b. Reporting Total Compensation of Recipient Executives.</p> <ol style="list-style-type: none"> <li>1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if— <ol style="list-style-type: none"> <li>i. the total Federal funding authorized to date under this award is \$25,000 or more;</li> <li>ii. in the preceding fiscal year, you received— <ol style="list-style-type: none"> <li>(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at <a href="#">2 CFR §170.320</a> (and subawards); and</li> <li>(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at <a href="#">2 CFR §170.320</a> (and subawards); and</li> </ol> </li> <li>iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="https://www.sec.gov/fast-answers/answers-execomphm.html">https://www.sec.gov/fast-answers/answers-execomphm.html</a>)</li> </ol> </li> <li>2. Where and when to report. You must report executive total compensation described in paragraph b. 1. of this award term: <ol style="list-style-type: none"> <li>i. As part of your registration profile at <a href="https://www.sam.gov">https://www.sam.gov</a></li> <li>ii. By the end of the month following the month in which this award is made, and annually thereafter.</li> </ol> </li> </ol> <p>c. Reporting of Total Compensation of Subrecipient Executives.</p> <ol style="list-style-type: none"> <li>1. Applicability and what to report. Unless you are exempt as provided in paragraph c. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—</li> </ol>

Name	Language
	<p>i. in the subrecipient's preceding fiscal year, the subrecipient received—</p> <p>(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at <a href="#">2 CFR §170.320</a> (and subawards); and</p> <p>(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and</p> <p>ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)</p> <p>2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c. 1. of this award term:</p> <p>i. To the recipient.</p> <p>ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.</p> <p>d. Exemptions if, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:</p> <p>i. Subawards, and</p> <p>ii. The total compensation of the five most highly compensated executives of any subrecipient.</p> <p>e. Definitions. For purposes of this award term:</p> <p>1. Entity means all of the following, as defined in <a href="#">2 CFR § 25, subpart D</a></p> <p>i. A Governmental organization, which is a State, local government, or Indian tribe;</p> <p>ii. A foreign public entity;</p> <p>iii. A domestic or foreign nonprofit organization;</p> <p>iv. A domestic or foreign for-profit organization;</p> <p>v. A Federal agency, but only as a subrecipient under an award or sub-award to a non-Federal entity.</p> <p>2. Executive means officers, managing partners, or any other employees in management positions.</p> <p>3. Subaward:</p> <p>i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.</p> <p>ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see <a href="#">2 CFR § 200.1</a> and <a href="#">2 CFR § 200.331</a>).</p> <p>iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.</p>



Name	Language
	<p>4. Subrecipient means an entity that:</p> <ul style="list-style-type: none"> <li>i. Receives a subaward from you (the recipient) under this award; and</li> <li>ii. Is accountable to you for the use of the Federal funds provided by the subaward.</li> </ul> <p>5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see <a href="#">17 CFR § 229.402(c)(2)</a>):</p> <ul style="list-style-type: none"> <li>i. Salary and bonus.</li> <li>ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.</li> <li>iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.</li> <li>iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.</li> <li>v. Above-market earnings on deferred compensation which is not tax-qualified.</li> <li>vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.</li> </ul>
<p><b>17 FAPIIS – Recipient Integrity and Performance</b></p>	<p>A. Reporting of Matters Related to Recipient Integrity and Performance</p> <p>1. General Reporting Requirement If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (<a href="#">FAPIIS</a>)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of <a href="#">Public Law 110-417</a>, as amended (<a href="#">41 U.S.C. 2313</a>). As required by section 3010 of <a href="#">Public Law 111-212</a>, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.</p> <p>2. Proceedings About Which You Must Report Submit the information required about each proceeding that:</p> <ul style="list-style-type: none"> <li>a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;</li> <li>b. Reached its final disposition during the most recent five-year period; and</li> <li>c. If one of the following: <ul style="list-style-type: none"> <li>(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;</li> <li>(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;</li> </ul> </li> </ul>

Name	Language
	<p>(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or</p> <p>(4) Any other criminal, civil, or administrative proceeding if:</p> <ul style="list-style-type: none"> <li>i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;</li> <li>ii. It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and</li> <li>iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.</li> </ul> <p>3. Reporting Procedures</p> <p>Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.</p> <p>4. Reporting Frequency</p> <p>During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.</p> <p>5. Definitions</p> <p>For purposes of this award term and condition:</p> <ul style="list-style-type: none"> <li>a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.</li> <li>b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.</li> <li>c. Total value of currently active grants, cooperative agreements, and procurement contracts includes— <ul style="list-style-type: none"> <li>(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and</li> <li>(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised</li> </ul> </li> </ul> <p><a href="#">[2 CFR Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters]</a></p>

Name	Language
<p><b>18 Acknowledgement of Federal Funding in communications and contracting.</b></p>	<p>For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support using one of the following statements:</p> <p style="padding-left: 40px;">"This publication was made possible by Grant Number _____ from _____."</p> <p style="padding-left: 40px;">"The project described was supported by Grant Number _____ from _____."</p> <p>Recipients also must include a disclaimer stating the following:</p> <p style="padding-left: 40px;"><b>"Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the [SAMHSA]."</b></p> <p>If the recipient plans to issue a press release concerning the outcome of HHS grant-supported activities, it should notify SAMHSA in advance to allow for coordination. One copy of each publication resulting from work performed under an HHS grant-supported project must accompany the annual or final progress report submitted to SAMHSA.</p>
<p><b>19 Acknowledgement of Federal Funding at Conferences and Meetings</b></p>	<p>A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also <a href="#">45 CFR §§75.438, 75.456, 75.474, and 75.475</a>.</p> <p><b>Disclaimer for Conference/Meeting/Seminar Materials:</b> If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:</p> <p style="padding-left: 40px;"><i>"Funding for this conference was made possible (in part) by SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."</i></p>
<p><b>20 Rights in Data and Publications</b></p>	<p>As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in <a href="#">45 CFR § 75.322</a> and the <a href="#">HHS Grants Policy Statement</a>.</p> <p>Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.</p>

Name	Language
<b>21 Mandatory Disclosures</b>	<p>Consistent with <a href="#">45 CFR § 75.113</a>, applicants and recipients must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:</p> <p>U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building, Room 5527, Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email: <a href="mailto:MandatoryGranteeDisclosures@oig.hhs.gov">MandatoryGranteeDisclosures@oig.hhs.gov</a></p> <p>Failure to make required disclosures can result in any of the remedies described in <a href="#">45 CFR § 75.371</a> – Remedies for noncompliance, including suspension or debarment (see <a href="#">2 CFR §§ 180 &amp; 376</a> and <a href="#">31 U.S.C. 3321</a>).</p>
<b>22 Lobbying Restrictions</b>	<p>Per <a href="#">45 CFR §75.215</a>, Recipients are subject to the restrictions on lobbying as set forth in <a href="#">45 CFR § 93</a>.</p> <p>U.S.C. &gt; Title 18 &gt; Part I &gt; Chapter 93 &gt; Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.</p> <p>Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.</p>
<b>23 Drug-Free Workplace</b>	<p>The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (<a href="#">2 CFR §182</a>) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; <a href="#">41 U.S.C. 701-707</a>). By signing the application, the AOR agrees that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in <a href="#">2 CFR § 182</a>; HHS implementing regulations are set forth in <a href="#">2 CFR § 382.400</a>.</p>



Name	Language
<b>24 Civil Right Laws that prohibit discrimination</b>	<p>You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <a href="https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.htm">https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.htm</a>   and <a href="https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html">https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html</a>.</p> <ul style="list-style-type: none"> <li>• You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <a href="https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html">https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html</a> and <a href="https://www.lep.gov">https://www.lep.gov</a>.</li> <li>• For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <a href="http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html">http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html</a>.</li> <li>• HHS funded health and education programs must be administered in an environment free of sexual harassment, see <a href="https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html">https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html</a>.</li> <li>• For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <a href="https://www.hhs.gov/conscience/conscience-protections/index.html">https://www.hhs.gov/conscience/conscience-protections/index.html</a> and <a href="https://www.hhs.gov/conscience/religious-freedom/index.html">https://www.hhs.gov/conscience/religious-freedom/index.html</a>.</li> </ul>
<b>25 Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 CFR § 175</b>	<p>The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:</p> <ol style="list-style-type: none"> <li>a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;</li> <li>b) Procure a commercial sex act during the period of time that the award is in effect; or,</li> <li>c) Use forced labor in the performance of the award or subawards under the award.</li> </ol> <p>The text of the full award term is available at <a href="#">2 CFR § 175.15(b)</a>.</p>
<b>26 Confidentiality of Alcohol and Drug Abuse Patient Records</b>	<p>The regulations (<a href="#">42 CFR § 2</a>) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (<a href="#">42 CFR § 2.11</a>), if the program is federally assisted in any manner (<a href="#">42 CFR § 2.12b</a>). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with <a href="#">42 CFR § 2</a>. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.</p>
<b>27 Healthy People 2020</b>	<p>Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at: <a href="http://www.healthypeople.gov/">http://www.healthypeople.gov/</a></p>

Name	Language
<b>28 Accessibility Provisions</b>	<p>Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.</p> <p>The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: <a href="http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html">http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html</a>.</p> <p>Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- <a href="http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html">http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html</a>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <a href="https://www.hhs.gov/civil-rights/index.html">https://www.hhs.gov/civil-rights/index.html</a> or call 1-800-368-1019 or TDD 1-800-537-7697.</p> <p>Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <a href="https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&amp;lvlid=6">https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&amp;lvlid=6</a>.</p>
<b>29 Data Collection and Performance Measurement:</b>	<p>All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the NOFO and are required to submit data via SAMHSA's data-entry and reporting system.</p> <p>Please contact your Government Program Official for additional submission information.</p>
<b>30 Legislative Mandates</b>	<p>Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at <a href="https://www.congress.gov/bill/115th-congress/house-bill/6157/text?Format=txt">https://www.congress.gov/bill/115th-congress/house-bill/6157/text?Format=txt</a>.</p>
<b>31 Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs</b>	<p>This EO promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients that electronically exchange patient level health information to external entities where national standards exist must:</p> <ol style="list-style-type: none"> <li>Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult <a href="http://www.healthit.gov">www.healthit.gov</a> for more information, and</li> <li>Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant.</li> </ol>

Name	Language
<b>32 Audits</b>	<p>Non-Federal recipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of <a href="#">45 CFR § 75.501(a)</a>. Guidance on determining Federal awards expended is provided in <a href="#">45 CFR §75.502</a>.</p> <p>Recipients are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.</p> <p>For specific questions and information concerning the submission process:</p> <ul style="list-style-type: none"> <li>• Visit the Federal Audit Clearinghouse at <a href="https://harvester.census.gov/facweb">https://harvester.census.gov/facweb</a></li> <li>• Call FAC at the toll-free number: (800) 253-0696</li> </ul>
<b>33 Ad Hoc Submissions</b>	<p>Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Payroll</li> <li>• Purchase orders</li> <li>• Contract documentation</li> <li>• Proof of project implementation</li> </ul>
<b>34 Submitting Responses to Conditions and Reporting Requirements</b>	<p>Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted through the eRA Commons system.</p>
<b>35 Risk Assessment</b>	<p>SAMHSA's Office of Financial Advisory Services (OFAS) may perform an administrative review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with <a href="#">45 CFR § 75/2 CFR § 200</a>, as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management Services account, until the concerns are addressed.</p>
<b>36 90-day Reconciliation and Liquidation Period</b>	<p>In accordance with <a href="#">45 CFR § 75.309</a> and <a href="#">§ 75.381</a>, recipients must liquidate all obligations incurred under an award not later than ninety (90) days after the end of award's obligation and expenditure period (i.e., the project period. After ninety (90) days, letter of credit accounts are locked. SAMHSA does not approve extensions to the ninety (90) day post-award reconciliation/liquidation period. Therefore, recipients are expected to complete all work and reporting within the approved project period and the aforementioned 90-day post-award reconciliation/liquidation period. Recipients (late) withdrawal requests occurring after the aforementioned periods will be denied.</p>
<b>37 Cancel Year:</b>	<p><a href="#">31 U.S.C. 1552(a)</a> Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.</p>



Name	Language
<p><b>38 Termination</b></p>	<p>Termination (<a href="#">45 CFR § 75.372</a>) applies to this award and states, in part, the following:</p> <p>(a) This award may be terminated in whole or in part:</p> <p>(1) By the HHS awarding agency (SAMHSA) or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;</p> <p>(2) By the HHS awarding agency (SAMHSA) or pass-through entity for cause;</p> <p>(3) By the HHS awarding agency (SAMHSA) or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;</p> <p>(4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.</p>
<p><b>39 Prohibition on certain tele-communications and video surveillance services or equipment</b></p>	<p>As described in <a href="#">2 CFR § 200.216</a>, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:</p> <ol style="list-style-type: none"> <li>1. Procure or obtain;</li> <li>2. Extend or renew a contract to procure or obtain; or</li> <li>3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ul style="list-style-type: none"> <li>• For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</li> <li>• Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>• Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.</li> </ul> </li> </ol>

**ACKNOWLEDGEMENT:**

- Submitted by:
- \_\_\_\_\_
- **Signature of Authorized Official** **Date**
- \_\_\_\_\_
- **Name and Title of Authorized Official**
- \_\_\_\_\_
- **Name of Organization**



## Fiscal Year 2022 – Award Standard Terms

### Extracted from Universal Identifier and SAM Requirements No. 15

This award is subject to requirements as set forth in 2 CFR § 25 – Universal Identifier and System of Award Management (SAM) Requirements.

A. Requirement for System of Award Management.

Unless you are exempted from this requirement under 2 CFR § 25.110, you, as the recipient, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier.

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you; and
2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you."

Acknowledgement:

SUBMITTED BY:

Signature of Authorized Official:	Date:
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Name of Authorized Official:
------------------------------

Name of Organization:
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Civil Rights Requirements

Service Provider

Civil Rights Contact Person:

Title/Address:


Telephone Number:

Number of persons employed by the organizational unit:

**This form should be submitted in the Proposal Envelope.**

Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant Funds

Limited English Proficiency Certification

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

SUBMITTED BY:

Signature:	Date:
Name:	Title:
Agency:	

**This form should be submitted in the Proposal Envelope**

Guam Behavioral Health and Wellness Center  
 U.S. Department of Health and Human Services  
 Substance Abuse and Mental Health Services Administration  
 Federal Grant Funds

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**PROJECT INFORMATION:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Principal Contact:** \_\_\_\_\_

*Firm Name / Contact Name / Title*

\_\_\_\_\_  
*Firm Address/ Phone Number/ Email Address*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Contractor-**

(1) The undersigned certifies, by submission of this proposal, that it and its principals:

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

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

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

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

\_\_\_\_\_  
 Signature/ Authorized Certifying Official

\_\_\_\_\_  
 Typed Name and Title

\_\_\_\_\_  
 Prospective Contractor/Organization

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Contractor License No. (if any)



\*Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant Funds

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

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

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

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

Title 2: Grants and Agreements  
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS  
Subpart B—General Provisions

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**200.110 Effective/applicability date.**

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

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

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

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

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

**§200.317 Procurements by states.**

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

**Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.**

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§200.318 General procurement standards.

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

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

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

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

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(j)(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor

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exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

#### §200.319 Competition.

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

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

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

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

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

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

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

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

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

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

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

(2) If sealed bids are used, the following requirements apply: (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised; (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond; (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly; (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and (v) Any or all bids may be rejected if there is a sound documented reason.

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

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most

qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

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

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

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

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

(b) Affirmative steps must include:

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

§200.322 Procurement of recovered materials.

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

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

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

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

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

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

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

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

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

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

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

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity

must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

**§200.325 Bonding requirements.**

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

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of

Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or

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subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) Procurement of recovered materials. (2 CFR § 200.322)

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



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

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Partner/Subrecipient/ Sub Grantee by signing below acknowledge receipt of all nine (9) pages of this form, and that they have been advised of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards above, and they agree that they shall apply and are part of this procurement and that they shall comply with applicable provision in their own procurements.

**SUBMITTED BY:**

Signature of Authorized Official:	Date:
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Name of Authorized Official:
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Name of Organization:
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**This form should be submitted in the Proposal Envelope.**