



**GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER**  
(Formerly Department of Mental Health and Substance Abuse)  
**Clinical Services Division, Residential Programs**

**Request for Proposals**  
**GBHWC RFP 01-2015**

**Professional Services**  
**Providing Twenty-Four (24) Hour Level II Residential,**  
**Therapeutic and Operational Services Program for Adults with**  
**Co-occurring Disabilities of Serious Mental Illness and**  
**Mild-to-Moderate Intellectual Disabilities**

***Hinanao-Ta (Our Journey) Residential Program***

ISSUE DATE: October 17, 2014

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*Buenās yan Hafa Adai.*

Welcome and thank you for your interest in providing service to consumers of the Guam Behavioral Health and Wellness Center (GBHWC). We are soliciting proposals for professional services providing twenty-four (24) hour Level II residential, therapeutic and operational services for adults with co-occurring disabilities of serious mental illness and mild-to-moderate intellectual disabilities. This program is known as *Hinanao-Ta* (Our Journey) Residential Program.

In order to be considered a “potential offeror”, you must register with the GBHWC by filling out the form (GBHWC RFP Form A) and returning it to my office as soon as possible so that you would be timely advised of any changes, amendments, inquiries, cancellations or other related matters. We will endeavor to contact you however, if we cannot reach you through first-class mail, electronic mail or telecommunication; however, GBHWC will not be liable for failure to provide notice to any party who did not register accurate and current contact information.

Questions regarding this RFP should be written and addressed to the GBHWC Director through U.S. Mail, hand delivery, facsimile (671) 649-6948 or email [rey.vega@mail.dmhsa.guam.gov](mailto:rey.vega@mail.dmhsa.guam.gov). All correspondence will be recorded, considered confidential and timely responded in the form of an answer or amendment whichever is applicable in accordance with Guam Procurement Regulations.

This proposal was prepared by a procurement team consisting of Rey M. Vega, the Agency Director as the GBHWC Procurement Officer, Reina Sanchez, Supervisor Community Support Services, as the writer of the scope of work and Marilyn C. Aflague, Administrative Services Officer as the point of contact and custodial of procurement records.

*Si Yu’os Ma’ase* and I look forward to hearing from you on or before 4:00 P.M. on the October 27, 2014.

Rey M. Vega, Director  
Guam Behavioral Health and Wellness Center  
October 17, 2014



Issued By:

**GUAM BEHAVIORAL HEALTH  
AND WELLNESS CENTER**

Proposal No.:

**GBHWC RFP 01-2015**

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Location of Operations:

790 Governor Carlos G. Camacho Road  
Tamuning, Guam 96913

Division of Agency:

Clinical Services Division  
Residential Programs

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## **SECTION I. GENERAL INFORMATION**

### **A. Overview**

The Guam Behavioral Health and Wellness Center (hereinafter known as the GBHWC) is requesting proposals for professional services providing twenty-four (24) hour residential, therapeutic and operational services program serving adults with a co-occurring disabilities of serious mental illness and mild to moderate intellectual disabilities.

Individuals, profit and non-profit organizations interested in bidding for this project may submit proposals that are directed towards adult males and females. Potential offerors must be experienced with Level II residential programs for adults with special behavioral needs as a result of serious mental illness or mild-to- moderate intellectual disabilities.

### **B. Background**

Title 10 of the Guam Code Annotated, Chapter 86, Sub-section 86109.1. Residential Treatment Program established within the GBHWC a program entitled Residential Treatment Program to provide transitional living services for mentally ill and mentally retarded (sic) client to provide adequate and continuing supervision and counseling to client released to the community and to acquaint and assist clients with various support agencies and programs.

On August 1, 2009, as a result of Case No. CV01-00041 CMB, Title: J.C. et al v. Camacho, et al, Docket Entry Order No. 14, the GBHWC complied with the order from U.S. District Court Judge Consuelo B. Marshal to place five (5) individuals from the Wait List at the Independent Group Home.

Subsequently, the GBHWC has determined that the *Hinanao-Ta* (Our Journey) Residential Program is a Level II residential program that would meet the unique needs of high quality habilitation and multi-disciplinary treatment services for consumers with behavioral health issues, especially those with mental illness, cognitive limitations, intellectual/developmental disabilities, and/or substance use issues, within a supportive living environment integrated in the community.

The *Hinanao-Ta* (Our Journey) Residential Program is in compliance with the Olmstead Act by ensuring the most integrated setting appropriate to the needs of qualified individuals with disabilities are available.

C. All Parties To Act in Good Faith

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

D. Liability For Costs to Prepare Proposal

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

E. 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 on-line at the [www.guamcourts.org/compileroflaws/GCA/05gca](http://www.guamcourts.org/compileroflaws/GCA/05gca). This RFP is issued by the GBHWC, a 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 "the potential offeror".

F. Licensing

(License to conduct business in the Guam)

A potential 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) 635-7674 or by mail at P.O. Box 23607, GMF, Guam 96921 or on-line at <https://www.guamtax.com>.

G. Registration Required To Be A Potential Offeror

All parties who receive an RFP, either via the website or email and who are possibly interested in submitting a proposal must register as an interested party by filling out the "Proposal Registration" (GBHWC RFP Form A) and either delivering it the GBHWC in person, by U.S. Mail, email, or facsimile. Only potential offerors who have registered with the GBHWC are assured of receiving any amendments to the RFP, responses to inquiries and other related matters. Acknowledgment of receipt to all amendments and responses to inquiries is required as part of any proposal, and only registered offerors will be considered as "potential offerors". The GBHWC maintains a procurement registration log as to those potential offerors who pick up copies of the RFP at the GBHWC. In the event the contact information for a potential offeror changes during the procurement process, it shall be the potential offeror's responsibility to update its registration contact information with the GBHWC. The GBHWC will not be liable for failure to provide notice to any party who did not register accurate and current contact information.

All parties shall identify an official or authorized representative to act on its behalf during negotiations and/or execution of contractual agreements. (GBHWC RFP Form A)

H. Debarment, Suspension and Ineligibility

All debarment or suspensions of persons are deferred from consideration for award of contracts imposed by the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency. (2 GAR Div 4 Sec 9102) Only potential offerors who are not suspended by local and/or federal government(s) are qualified to submit proposals.

I. Prohibition Against Employment of Sex Offenders

The potential 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.

J. Affidavit Re Disclosing Ownership and Commissions

The potential 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) (AG Procurement Form 002)

K. Affidavit Re Non-collusion

The potential 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) (AG Procurement Form 003)

L. Affidavit Re Gratuities or Kickbacks

The potential 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 2 GAR Div 4 Sec 11107 Gratuities and Kickbacks of the Guam Procurement Regulations. (AG Procurement Form 004)

M. Affidavit Re Ethical Standards

The potential 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. (AG Procurement Form 005)

N. Declaration Re Compliance with U.S. Department (DOL) Wage Determination

The potential 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 contract. (AG Procurement Form 006)

O. Affidavit Re Contingent Fees

The potential 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 the contract and represents that it is not in violation of 2 GAR Div 4 Sec 11108(a)(1) as failure to do so constitute a breach of ethical standards. (AG Procurement Form 007)



P. Type of Contract and Duration

P.1 Type of Contract

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

The price should be per occupied bed per day invoiced monthly for professional services to the agreed range of males or females or a combination of both for a total of no more than five (5) clients at any given time, and not to exceed amounts and approved Cost Reimbursement Object Categories and Staffing Levels.

P.2. Duration of Contract or Term of Service

The contract shall be effective upon the date of the signature of the Governor of Guam through the end of the of the fiscal year subject to the appropriation, allocation and availability of funds, and with the option by the GBHWC to renew for two (2) additional one (1) year periods.

At the option of the government, and as agreed to by the 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.

Q. Independent Contractor Status

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

R. Confidential/Proprietary Information

Any restrictions of the use or inspection of material within the proposal shall be clearly stated in the proposal itself. The potential 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 the GBHWC as being non-compliant/non-responsive with the RFP.** Any information that will be included in any resulting contract cannot be considered confidential. The GBHWC will make a written determination as to the apparent validity of any request for confidentiality. In the event the GBHWC does not concur with the potential offeror's request for confidentiality, the written determination will be sent to the potential offeror.

S. Ownership of Proposal

The GBHWC has the right to retain the original proposal and other RFP response materials for its files. As such, the GBHWC may retain or dispose of copies as is lawfully deems appropriate. Proposal materials of the successful offeror may be reviewed by any person after the award is made. The GBHWC has the right to use any or all information/material presented in reply to the RFP, subject to the limitation outlined in the clause, Proprietary/Confidential Information. Potential 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.

T. Explanation to Offerors

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

U. Equal Employment Opportunity

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

V. 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.

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

W. 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 request for proposals 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 request for proposal it amends. Amendments shall be sent to all potential offerors known to have received a request for proposal. Amendments shall be distributed within a reasonable time to allow potential offerors to consider in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by facsimile or telephone and confirmed in the amendment.

X. Proposal Selection

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

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

Y. Errors and Omissions

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

## **SECTION II. SCOPE OF WORK**

Potential offeror will work collaboratively and cooperatively with GBHWC to serve consumers participating in *Hinanao-Ta* (Our Journey) Residential Program. Consumers entering the program will come from referrals through the GBHWC who are engaged in treatment.

*Hinanao-Ta* (Our Journey) Residential Program is for consumers of behavioral health services who demonstrate a willingness to develop the skills for independent living; who require group living as a temporary alternative to their existing living situation; who have a behavioral issue(s) that substantially interfere with their ability to acquire meaningful life skills, form and maintain interpersonal relationships, and/or successfully live in their community independently.

*Hinanao-Ta* (Our Journey) Residential Program is a Level II residential program. The Level II criteria:

- Consumers have a primary diagnosis of a severe mental illness (e.g., Schizophrenia, Schizoaffective Disorder, Bipolar Disorder, Major Depressive Disorder) and have mild-to-moderate intellectual disabilities.
- Consumers require a moderately-structured environment, limited personal care and/or regular supervision, moderate assistance with activities of daily living.
- Consumers have minimal or moderate behavioral concerns.

Potential offerors are required to submit a written plan that describes how they will lead in efforts to develop and implement the following scope of work:

- II.1. To oversee the residential, therapeutic and operational services to the GBHWC's *Hinanao-Ta* (Our Journey) Residential Program providing best efforts to the performance of professional services as outlined below in accordance with laws, rules, regulations, and policies of the Government.
- II.2. To provide services for up to five (5) individuals with co-occurring disabilities of serious mental illness and mild-to-moderate intellectual disabilities.
  - II.2.a. The residential management and operations of *Hinanao-Ta* (Our Journey) Residential Program shall be in a safe and secure house that will adequately accommodate the clients and located within walking distance to public recreation facilities, educational facilities, public health center, convenience stores and food establishments; all within a community/residential setting and accessible to public transportation.
- II.3. Minimum services must include but will not be limited to:
  - II.3.a. Operational services will include:
    - II.3.a.1. Purchase of supplies and other amenities needed for the operational services.
    - II.3.a.2. Direct payment for all utilities to include power, water, telephone, cable and internet services.
  - II.3.b. Care Worker Services shall include assistance to the residents to achieve great self-determination utilizing a recovery-oriented model and providing the following supportive services:

- II.3.b.1. Personal Management: Perform appropriate individual grooming/hygiene activities (bathing, dressing up in appropriate and clean clothes) with minimal supervision.
- II.3.b.2. Nutritional Management: Able to identify, purchase and prepare nutritional food items with moderate supervision.
- II.3.b.3. Money Management: Able to develop and maintain a personal budget with moderate supervision.
- II.3.b.4. Home Management: Able to clean their bedroom as well as the communal rooms with minimal supervision. Able to appropriately perform household chores, yard maintenance and laundry with minimal supervision.
- II.3.b.5. Medication Management: Able to identify prescribed medication(s) and understand the purpose and importance of its use as well as side effects. Able to identify and know the time of medication intake as well as the prescribed dosage.
- II.3.b.6. Daily Time Management: Able to wake up at an appropriate time. Able to participate in the scheduling of their day with program staff. Able to utilize and maintain their day's schedule with minimal supervision.
- II.3.B.7. Problem Solving: Able to identify and discuss problems in a timely and appropriate manner.
- II.3.B.8. Personal Safety Awareness: Able to recognize the proper use and storage of kitchen utensils, electrical appliances and household cleaners. Able to recite emergency numbers and recognize the report personal dangerous situations.
- II.3.B.9. Participation in Community-based and home-based activities.
- II.3.B.10. Vocational Skills: Participate in one of the following vocational programs: The GBHWC Day Treatment Program; Vocational Rehab Program at the Department of Integrated Services for Individuals with Disabilities; and vocational programs at the Agency for Human Resources and Development.
- II.3.B.11. Activities in Daily Living (ADL) Program: Daily activities (personal, nutritional, money, home, medication, time management, problem solving and personal safety).

- II.3.b.12. Supportive Counseling: Learn appropriate and acceptable behaviors.
- II.4 To provide adequate living and sleeping accommodations meeting reasonable accessibility requirements of the Americans with Disabilities Act (ADA), as amended, and ensure the facility is secure and safe from any potential hazards.
- II.5 To provide a safe and humane environment for each consumer and shall commit to zero tolerance for abuse or neglect of each consumer.
- II.6 To ensure program staff complete required Cardiopulmonary Resuscitation (CPR) and Non-violent Crisis Intervention (NCI) training, and Health Information Portability and Accountability Act (HIPAA) Awareness in-service on a regular basis.
- II.7 To ensure the custody, care, control and storage of consumer records, reports and support plans are maintained with strict confidentiality and made accessible to the GBHWC and its authorized representatives and must be subject to audit, monitoring and evaluation. Program staff must maintain a service record in each consumer file, charting progress, program updates and other concerns.
- II.8 To ensure any and all medications prescribed or non-prescribed are secured in a safe and locked cabinet. Provision of care over any controlled substance must also be maintained.
- II.9 To provide transportation and supervision of all consumers activities and appointments including but not limited to psychiatric, medical, dental and vocational when necessary and/or indicated in consumer's service/behavioral plans.
- II.10 To provide services to the aforementioned site 24 hours a day, seven days a week, Monday through Sunday, including holidays.
- II.11 To include the administrative activities associated with *Hinanao-Ta* (Our Journey) Residential Program.
- II.12 To collaborate with the GBHWC program supervisor on rules and regulations of the home including utilization of established forms for reporting.
- II.12.a To document daily consumer activities and services in daily logs, and to make available upon request to the GBHWC Director or his designee.
- II.12.b To develop and to post bulletin of calendaring quarterly events.

- II.12.c To provide monthly detailed programmatic and financial reports on program activities on the 10<sup>th</sup> day after the month the activities were performed.
- II.12.d To submit invoices monthly on the 10<sup>th</sup> day after the month costs were incurred.
- II.13 To use program policies and procedures when responding to emergency/crisis intervention or to any related emergency that arises, to include natural and man-made disasters. These policies and procedures shall incorporate the GBHWC policies and procedures when applicable. To utilize emergency assistance from public service providers, as it deems necessary.
- II.14 To provide complete monthly reports of home activities for the daily operations of services that are provided including all incident reports documenting patterns and trends of incidents and injuries and provide recommendations for reducing incidents and injuries in the future. The GBHWC's program manager will collaborate with the contractor on the reporting requirement format and make available the format for information to the contract, and receive monthly-completed information.
- II.15 To ensure that all activities adhere to standards set by the government and the GBHWC policies and procedures, or will approximate these as much as possible in the event of personnel shortage or resource unavailability.
- II.16 To ensure that the environment is adequately hazard-free, clean and in good repair. The GBHWC's safety officer and/or staff will have access to the facility at any time. Violations cited by the GBHWC's safety officer and/or staff will be corrected within the time frame set for compliance. The GBHWC has the option to reduce the monthly payment to the service provider by 10% until compliance is verified. The contractor will be provided a copy of the Housing Safety Inspection Checklist (HSIC) that will be used by the safety officer and/or staff to be familiar with the requirements of the safety inspection.
- II.17 To be subjected to placement, treatment and discharge decisions made by the GBHWC.
- II.18 To discuss and advise the GBHWC Director or his designee on areas or issues of concern that are directly related to the services, operations, resources, and facilities of the GBHWC. The GBHWC Director or his designee will respond to these concerns in writing within ten (10) days from being notified by the contractor, and shall make every effort to expediently resolve such concerns with the contractor.
- II.19 To ensure that treatment staff consist of:

(1) at least one lead treatment specialist or clinical supervisor with a master's degree in psychology, social work, counseling or related fields and

(2) care workers with a high school grade degree and a valid driver's license.

II.20 To adhere to the Grievance and Appeals Policy and Procedures as stipulated in the court decision in Civil Case 01-00041 and 04-00005. Notice of the right to file a complaint as well as the right to appeal decisions on services rendered will be given to the consumer or official representative. (Available on-line [www.dmhqa.gov](http://www.dmhqa.gov))

II.21 To report to and be responsible to the GBHWC Director or designee.

The scope of work hereinabove was written by Reina Sanchez, Supervisor of the Community Support Services, Clinical Services Division of the GBHWC.

### **SECTION III. PROPOSED CONTENTS, REQUIREMENTS & INSTRUCTIONS**

#### **A. Contents of Proposal**

The potential offeror's response to the items mentioned in Section II Scope of Services shall be considered the potential offeror's proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the potential offeror's ability to fulfill the requirement 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 contain:

1. Title Page - name of the potential offeror, the location of the potential offeror's principal place of business, telephone and facsimile numbers, and email address.
2. Table of Contents
3. Designations of contact person to include his/her address and contact numbers, including email address, if different from the potential offeror's. The designated person must be able to answer any questions regarding the potential offeror's proposal and must be able to negotiate the fee and other contract terms.
4. Current business license, the potential offeror's federal employer identification number (EIN), or tax identification number (TIN), if any. (Local business license is required before the contractual agreement is executed).
5. Statement of understanding and willingness, expressing the potential offeror's understanding of the work to be accomplished as specified in Section II Scope of



Services, and a statement of positive commitment and willingness to perform the services.

6. Background Summary:

- a. Description of Organization
- b. History of the Organization (the number of years the potential offeror has been in business and the average number of its employees, if any, over the past year)
- c. Organizational Philosophy
- d. Unique Characteristics
- e. Organizational Chart

7. Skills and Experience:

- a. Proposed services (what the potential offeror will undertake to accomplish the objectives of this project and the work described in the scope of work)
- b. Target Population

8. Project Personnel and Community Partners:

- a. Project leader's academic background (education and specialized training), skills (abilities and qualifications) and community development work experience with similar projects
- b. Staff position titles/description of work responsibilities
- c. Community partners – organization/volunteers

9. Service Delivery

- a. Proposed services (a discussion of the program that the potential offeror 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 potential offeror.

10. A list of other contracts or work performed for services similar in scope, size and discipline for the required services, which the potential offeror, 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 Scope of Work;

11. Letters, awards or other forms of recognition that demonstrate confidence in the work performed by the potential offeror, to include a current financial statement or audit;

12. Reporting System

- Regular progress reporting mechanism;
- Tracking of financial activity;
- Tracking system to report project progress; and,
- Performance measures on completion of services contained in Section IV.

13. Proposal Signature – Form B

14. Submitting Licenses – Form C

15. Affidavit re Disclosing Ownership – Form 002

16. Affidavit re Non-Collusion – Form 003

17. No Gratuities or Kickbacks Affidavit - 004

18. Ethical Standards Affidavit – Form 005

19. Wage Determination and Benefit – Form 006

20. Contingent Fees – Form 007

21. Annual Program Cost - Form F

B. Requirements and Instructions

All Proposals must be submitted in writing. It should include a listing of current and former business clients and a description of the type of work performed or being performed. At a minimum, if the potential offeror is an individual, the proposal should include a complete resume of the individual. If the potential offeror is a firm, the proposal should include a resume of the firm's principal(s).

The potential offeror is required to read each and every page of the proposal and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein except as noted elsewhere. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the potential offeror. Erasures, strikeouts, or other types of changes that are evident on their face made to a proposal must be explained or noted over the signature of the potential offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind may be rejected by the GBHWC as being incomplete. Proposals **must follow the format of the RFP as outlined in the table of contents.**

The GBHWC also requires respondents to present satisfactory evidence that the leadership/management 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 residential, therapeutic and operational services to adults with co-occurring disabilities of serious mental illness and mild-to-moderate intellectual disabilities. The proposal must include resumes of treatment staff with experience, expertise, and certifications in treatment, 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:

Lead Treatment Specialist or Clinical Supervisor must have:

- Master's degree in any of the following psychology, social work, counseling or related fields.

Care Worker Staff must have:

- High school duplicate
- Valid driver's license
- Training in recovery models, behavioral health, etc. (Will commence upon hire)
- 

## SECTION IV. GENERAL PROCEDURES

### A. Receipt and Registration of Proposals

All proposals and modifications shall be time stamped upon receipt and held in a secure place until the established due date below. Proposals and modifications received after the due date and time will not be considered. It is the sole responsibility of each potential offeror to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered. The deadline for **receipt** of proposals by GBHWC is **no later than 4:00 P.M., October 27, 2014.**

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

Mailing & Delivery Address:

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

2. Offeror shall submit one (1) original hard copy, (1) electronic copy (flash drive or compact discs) and three (3) hard copies of each proposal. The Cost Proposal shall be submitted together with the technical proposal but in a **separate, sealed envelope**. The Cost Proposal shall be presented in the format as provided on GBHWC RFP Form F.
3. Envelopes/boxes containing proposals shall be **sealed and marked** on the face with the name and address of the potential offeror, the proposal number and the time and date of submission. **Please be aware that submissions without this information will be considered non-responsive, will not be opened and will be returned to potential offeror (if address is known).**
4. No facsimile or emailed proposals will be accepted.
5. Proposals may be hand-carried and received at the GBHWC on or before the deadline date and time.
6. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time.
7. The GBHWC will not accept a late proposal unless a man-made or natural disaster/emergency prevents delivery at or acceptance by the GBHWC.

8. Proposals will be considered only from such potential offerors who, in the opinion of the GBHWC, can show evidence of their ability, experience, equipment and facilities to render satisfactory service, and are not currently debarred by federal or local government

**B. Opening of Proposals**

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

**C. Proposal Evaluation**

In determining the most qualified potential offeror, the following criteria will be used to evaluate proposals and the GBHWC shall be guided by the following.

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

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

**Evaluation Criteria and Assigned Weight**

<b>Evaluation Criteria</b>	<b>Assigned Weight</b>
Introduction/Understanding of RFP – The organization’s familiarity with the needs of the consumers and knowledge of overall services and support required.	30
Work Plan/Project Execution – The organization’s description of how they will provide services detailed in Section II – Scope of Work.	20

Corporate/Organization Experience – Experience in successfully managing projects, inclusive of similar projects accomplished or underway. Demonstrated ability to meet schedules, deadlines or reporting requirements or a history of work with the GBHWC to include cooperativeness, openness, and collegial relationship.	10
Qualification of Personnel – The qualifications and abilities of key personnel proposed to be assigned to perform the services as reflected by technical training and education, developmental disabilities experience, and other specific experience.	20
Current, certified financial statement or latest financial audit (within 1 to 3 years)	10
Equipment & Facilities – The equipment and facilities to perform the required services are available or will be made readily available at the time of contracting.	10
<b>Total Points</b>	<b>100</b>

**D. Negotiation and Award of Contract**

The GBHWC will negotiate a contract with the best-qualified potential 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 potential offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) determining that the potential offeror will make available the necessary personnel to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

**E. Right to Reject Offers and Cancel the Procurement**

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

**F. Failure to Negotiate Contract With Potential Offerors Initially Selected As Best Qualified**

If compensation, contract requirements, and contract documents cannot be agreed upon with the best qualified potential offeror, a written record stating the reasons therefore shall be placed in the file and the GBHWC will advise such potential offeror of the termination of negotiations which shall be confirmed by written notice within three days or as soon as possible.

Upon failure to negotiate a contract with the best-qualified potential offeror, the GBHWC will enter into negotiations with the next most qualified potential offeror. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with the next qualified potential offeror.

Should the GBHWC be unable to negotiate a contract with any of the potential offerors initially selected as the best qualified potential offerors, offers may be re-solicited or additional potential 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.

G. Retention and Access Requirements For Records

The contractor shall retain all records pertinent to the contract for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The contractor shall provide access and the right to examine all records related to the contract to the GBHWC, Guam Public Auditor or their authorized representatives.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with funds from this contract funds must be retained for 3 years after its final disposition.

The contractor shall provide access to any project site(s) to the GHBWC, Guam Public Auditor or their authorized representatives. 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.

H. Special Reporting Requirements for Non-Profit Organizations

The contractor, if a non-profit organization, in addition to any other terms and conditions of the contract shall comply with the reporting requirements set forth in P.L. 32-068 Chapter XIII § 11 and this clause. In the event one of the contractor's subcontractors is a non-profit organization the provisions of this clause shall also be deemed to apply to the contractor's subcontractor, and contractor is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

The contractor shall maintain accurate financial records of all monies paid to it under the contract.

The contractor shall provide to the government of Guam a budgetary breakdown by object category as to all services under the contract. An initial proposed budgetary breakdown (GBHWC RFP Form F) is part of the request for proposal, and the agreed cost proposal, budget, staffing request and are incorporated into the contract's scope of services.

The contractor shall provide to government of Guam 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.

The contractor must provide prior written notification to the government of Guam of all procurement of equipment and services of FIVE THOUSAND DOLLARS (\$5,000.00) or more as to its professional services related to this contract, or with regard to items to be invoices as part of the contract.

The contractor shall provide access to duly authorized representative of the government of Guam, 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 contractor shall upon written request by the government of Guam, 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.

The contractor is subject to the Single Audit Rules and shall provide annually to the GBHWC copies of its Audit Reports for all time periods covered as part of the contract. The contractor shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to the government of Guam as well as a Fiscal Year end report of all expenditures of funds under the contract no later than November 15, the initial year, and November 15, of the each subsequent year.

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

## **SECTION V. CONTRACTUAL TERMS**

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.justice.gov.gu/compileroflaws>. The contractor and the government of Guam agree that the laws of Guam apply to this procurement, and shall govern the validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties. The Guam Procurement Laws are available at the Office of Complier's website as part of the 5 GCA Ch. 5. The Guam Procurement Regulations are available at the Office of Complier's website 2 GAR Division 4. Additionally, the Guam Office of Public Accountability <http://www.guamopa.com/>, the Guam Office of Attorney General <http://www.guamag.org/> and the Department of Administration General Service Agency [www.gsa.doa.guam.gov](http://www.gsa.doa.guam.gov) all have useful procurement information and forms.

A proposed contract is attached to this RFP as Sample Contract (GBHWC RFP Form E). Potential offerors understand that the Sample Contract complies with law and is the general form of contract that the government expects the Potential offeror to enter into with the

Government. The GBHWC reserves the right to amend or revise the Sample Contract form as may be deemed necessary to serve the Government'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 with the best qualified Offeror, then such changes are considered negotiated and no amendment to this RFP will be issued.

-----Nothing Follows-----





**GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER  
GBHWC RFP 01-2015**

Professional Services Providing Twenty-Four (24) Hour Level II Residential,  
Therapeutic and Operational Services Program for Adults with Co-occurring Disabilities  
of Serious Mental Illness and Mild to Moderate Intellectual Disabilities  
*Hinanao-Ta (Our Journey) Residential Program*

**PROPOSAL REGISTRATION**

The individual, firm, entity or organization identified below is an interested party and/or "potential offeror" to GBHWC RFP 01-2015 and will receive changes, amendments, inquiries and/or related correspondence in accordance with the Guam Procurement Regulations. However, GBHWC will not be liable for failure to provide notice to any party who did not register accurate and current contact information.

<b>Name of Organization or Individual</b>	
<b>Office or Home Address</b>	
<b>Mailing Address</b>	
<b>Contact Number(s)</b>	
<b>Facsimile Number(s)</b>	
<b>Point of Contact (POC) or Official representative</b>	
<b>POC Contact Number(s)</b>	
<b>POC Facsimile Number(s)</b>	
<b>Email address(es)</b>	
<b>Special Comment or Request(s)</b>	

For those reviewing this proposal from the website, this registration form can be dropped off at 790 Governor Carlos Camacho Road, Tamuning, Guam during weekdays, except holidays and weekends, faxed to (671) 649-6948 or emailed to [marilyn.aflague@mail.dmhsa.guam.gov](mailto:marilyn.aflague@mail.dmhsa.guam.gov)

(Form Dev. 08/2014)

**GBHWC RFP FORM A**



## PROPOSAL SIGNATURE FORM

### For GBHWC RFP 01-2015

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

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

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

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

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

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

\_\_\_\_\_  
Type or Print Name and Title                      Signature of Authorized Representative

Name of Offeror: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

**GBHWC RFP FORM B**

## FORM FOR SUBMITTING ALL LICENSES For GBHWC RFP 01-2015

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

☐ **Business License**

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

☐ **Fictitious Name Registration**

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

☐ **Certificate of Incorporation**

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

☐ **Federal I.D.#**\_\_\_\_\_

☐ **Other Attachments. Please indicate:**\_\_\_\_\_

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

Authorized Signature:\_\_\_\_\_Date:\_\_\_\_\_

**GBHWC RFP FORM C**

**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

CITY OF )  
 ) **ss.**  
ISLAND OF GUAM )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

☐ The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

☐ The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ *[please state name of offeror company]*, and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u><b>Name</b></u>	<u><b>Address</b></u>	<u><b>% of Interest</b></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u><b>Name</b></u>	<u><b>Address</b></u>	<u><b>Compensation</b></u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

\_\_\_\_\_  
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 \_\_\_\_\_, 201

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

AG Procurement **Form 002** (Rev. Nov. 17, 2005)

**AFFIDAVIT re NON-COLLUSION**

**CITY OF \_\_\_\_\_ )**  
**ISLAND OF GUAM ) ss.**

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

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

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

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

**Signature of one of the following:**

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

Subscribed and sworn to before me

**this** \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_.

AG Procurement Form 003 (Jul. 12, 2010)

**CITY OF \_\_\_\_\_ )**  
**ISLAND OF GUAM ) ss.**

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.

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.

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.

NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

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

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

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

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

AG Procurement Form 006 (Feb. 16, 2010)



**Attachment to AG Procurement Form 006**

WD 05-2147 (Rev.-16) was first posted on www.wdol.gov on 08/05/2014

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2147
Director	Wage Determinations	Revision No.: 16
		Date Of Revision: 07/25/2014

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.50
01012 - Accounting Clerk II	13.53
01013 - Accounting Clerk III	15.59
01020 - Administrative Assistant	17.67
01040 - Court Reporter	15.38
01051 - Data Entry Operator I	10.48
01052 - Data Entry Operator II	11.99
01060 - Dispatcher, Motor Vehicle	13.06
01070 - Document Preparation Clerk	12.25
01090 - Duplicating Machine Operator	12.25
01111 - General Clerk I	10.29
01112 - General Clerk II	11.28
01113 - General Clerk III	12.32
01120 - Housing Referral Assistant	17.15
01141 - Messenger Courier	10.12
01191 - Order Clerk I	11.23
01192 - Order Clerk II	12.25
01261 - Personnel Assistant (Employment) I	14.33
01262 - Personnel Assistant (Employment) II	14.90
01263 - Personnel Assistant (Employment) III	16.48
01270 - Production Control Clerk	18.34
01280 - Receptionist	9.67
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	13.75
01311 - Secretary I	13.75
01312 - Secretary II	15.38
01313 - Secretary III	17.15
01320 - Service Order Dispatcher	11.57
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57

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

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

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.65
14160 - Personal Computer Support Technician		19.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.08
16030 - Counter Attendant		8.08
16040 - Dry Cleaner		9.34
16070 - Finisher, Flatwork, Machine		8.08
16090 - Presser, Hand		8.08
16110 - Presser, Machine, Drycleaning		8.08
16130 - Presser, Machine, Shirts		8.08
16160 - Presser, Machine, Wearing Apparel, Laundry		8.08
16190 - Sewing Machine Operator		9.86
16220 - Tailor		10.33
16250 - Washer, Machine		8.46
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.49
19040 - Tool And Die Maker		18.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.49
21030 - Material Coordinator		18.34
21040 - Material Expediter		18.34
21050 - Material Handling Laborer		10.65
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		12.49
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.23
21150 - Stock Clerk		18.58
21210 - Tools And Parts Attendant		12.49
21410 - Warehouse Specialist		12.49
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.69
23021 - Aircraft Mechanic I		19.70
23022 - Aircraft Mechanic II		20.69
23023 - Aircraft Mechanic III		21.74
23040 - Aircraft Mechanic Helper		13.70
23050 - Aircraft, Painter		18.50
23060 - Aircraft Servicer		16.09
23080 - Aircraft Worker		17.38
23110 - Appliance Mechanic		14.49
23120 - Bicycle Repairer		9.74
23125 - Cable Splicer		15.43
23130 - Carpenter, Maintenance		13.00
23140 - Carpet Layer		13.55

23160	- Electrician, Maintenance	14.99
23181	- Electronics Technician Maintenance I	14.72
23182	- Electronics Technician Maintenance II	15.05
23183	- Electronics Technician Maintenance III	18.31
23260	- Fabric Worker	12.60
23290	- Fire Alarm System Mechanic	15.43
23310	- Fire Extinguisher Repairer	11.67
23311	- Fuel Distribution System Mechanic	15.43
23312	- Fuel Distribution System Operator	13.01
23370	- General Maintenance Worker	11.95
23380	- Ground Support Equipment Mechanic	19.70
23381	- Ground Support Equipment Servicer	16.09
23382	- Ground Support Equipment Worker	17.38
23391	- Gunsmith I	11.67
23392	- Gunsmith II	13.55
23393	- Gunsmith III	15.43
23410	- Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411	- Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430	- Heavy Equipment Mechanic	15.15
23440	- Heavy Equipment Operator	13.73
23460	- Instrument Mechanic	15.43
23465	- Laboratory/Shelter Mechanic	14.49
23470	- Laborer	10.65
23510	- Locksmith	14.49
23530	- Machinery Maintenance Mechanic	17.38
23550	- Machinist, Maintenance	15.43
23580	- Maintenance Trades Helper	9.92
23591	- Metrology Technician I	15.43
23592	- Metrology Technician II	16.41
23593	- Metrology Technician III	17.37
23640	- Millwright	15.43
23710	- Office Appliance Repairer	14.38
23760	- Painter, Maintenance	13.55
23790	- Pipefitter, Maintenance	15.32
23810	- Plumber, Maintenance	14.38
23820	- Pneudraulic Systems Mechanic	15.43
23850	- Rigger	15.43
23870	- Scale Mechanic	13.55
23890	- Sheet-Metal Worker, Maintenance	15.21
23910	- Small Engine Mechanic	13.55
23931	- Telecommunications Mechanic I	19.01
23932	- Telecommunications Mechanic II	19.76
23950	- Telephone Lineman	18.24
23960	- Welder, Combination, Maintenance	14.66
23965	- Well Driller	15.43
23970	- Woodcraft Worker	15.43
23980	- Woodworker	11.67
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.09
24580	- Child Care Center Clerk	12.58
24610	- Chore Aide	12.43
24620	- Family Readiness And Support Services Coordinator	12.44
24630	- Homemaker	16.12
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	15.43
25040	- Sewage Plant Operator	14.49

25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35

30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.74
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).



HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

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

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

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

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

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

Conformance Process:

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

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

-----NOTHING FOLLOWS-----

**CITY OF \_\_\_\_\_ )**  
**ISLAND OF GUAM ) ss.**

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

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

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.

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

AG Procurement Form 007 (Jul. 15, 2010)

**Taken From:**

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

**Business Associate Contracts****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.

# GBHWC **RFP FORM E**

## SAMPLE CONTRACT

## GBHWC RFP FORM E

(SAMPLE)  
CONTRACTUAL AGREEMENT  
BETWEEN  
THE GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER  
AND  
\_\_\_\_\_

Regarding Providing Twenty-Four (24) Hour Level II Residential, Therapeutic and Operational Services for Adults with Co-occurring Disabilities of Serious Mental Illness and Mild-to-Moderate Intellectual Disabilities

*Hinanao-Ta* (Our Journey) Residential Program

GBHWC RFP 01- 2015

This AGREEMENT is made between the GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, an agency of the GOVERNMENT OF GUAM, (hereinafter called the GBHWC), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and \_\_\_\_\_ (hereinafter called the Service Provider) whose office address is \_\_\_\_\_.

WHEREAS; the GBHWC was renamed from the Department of Mental Health and Substance Abuse pursuant to P.L. 32-024 (May 6, 2013) codified at 10 GCA Section 86102 (a); and

WHEREAS, the GBHWC adhering to the Amended Permanent Injunction in the United States District of Guam Case No. CV01-00041 CMB; J.C., et al. v. Camacho, et al; and its enabling statute in the Guam Code Annotated Title 10 Chapter 86; provides a twenty-four (24) hour residential, therapeutic and operational services program serving adults with co-occurring disabilities of serious mental illness and mild-to-moderate intellectual disabilities called the *Hinanao-Ta* (Our Journey) Residential Program; and

WHEREAS, the GBHWC intends to engage professional services of the Service Provider for the purpose of providing its *Hinanao-Ta* (Our Journey) Residential Program; and

WHEREAS, the GBHWC has provided adequate public announcement of the need for such service through a Request for Proposal (GBHWC RFP 01-2015) 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 Agreement 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; and

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

## SECTION I. PURPOSE

To provide the GBHWC's *Hinanao-Ta* (Our Journey) Residential Program services up to five (5) adult individuals with co-occurring disabilities of serious mental illness and co-occurring mild-to-moderate intellectual disabilities through a qualified independent group home, professional service provider in compliance with Case No. CV01-00041.

## SECTION II. SCOPE OF WORK

- II.1. To oversee the residential, therapeutic and operational services to the GBHWC's *Hinanao-Ta* (Our Journey) Residential Program providing best efforts to the performance of professional services as outlined below in accordance with laws, rules, regulations, and policies of the Government.
- II.2. To provide services for up to five (5) individuals with co-occurring disabilities of serious mental illness and mild-to-moderate intellectual disabilities.
  - II.2.a. The residential management and operations of *Hinanao-Ta* (Our Journey) Residential Program shall be in a safe and secure house that will adequately accommodate the clients and located within walking distance to public recreation facilities, educational facilities, public health center, convenience stores and food establishments; all within a community/residential setting and accessible to public transportation.
- II.3. Minimum services must include but will not be limited to:
  - II.3.a. Operational services will include:
    - II.3.a.1. Purchase of supplies and other amenities needed for the operational services.
    - II.3.a.2. Direct payment for all utilities to include power, water, telephone, cable and internet services.

II.3.b. Care Worker Services shall include assistance to the residents to achieve great self-determination utilizing a recovery-oriented model and providing the following supportive services:

- II.3.b.1. Personal Management: Perform appropriate individual grooming/hygiene activities (bathing, dressing up in appropriate and clean clothes) with minimal supervision.
- II.3.b.2. Nutritional Management: Able to identify, purchase and prepare nutritional food items with moderate supervision.
- II.3.b.3. Money Management: Able to develop and maintain a personal budget with moderate supervision.
- II.3.b.4. Home Management: Able to clean their bedroom as well as the communal rooms with minimal supervision. Able to appropriately perform household chores, yard maintenance and laundry with minimal supervision.
- II.3.b.5. Medication Management: Able to identify prescribed medication(s) and understand the purpose and importance of its use as well as side effects. Able to identify and know the time of medication intake as well as the prescribed dosage.
- II.3.b.6. Daily Time Management: Able to wake up at an appropriate time. Able to participate in the scheduling of their day with program staff. Able to utilize and maintain their day's schedule with minimal supervision.
- II.3.B.7. Problem Solving: Able to identify and discuss problems in a timely and appropriate manner.
- II.3.B.8. Personal Safety Awareness: Able to recognize the proper use and storage of kitchen utensils, electrical appliances and household cleaners. Able to recite emergency numbers and recognize the report personal dangerous situations.
- II.3.B.9. Participation in Community-based and home-based activities.
- II.3.B.10. Vocational Skills: Participate in one of the following vocational programs: The GBHWC Day Treatment Program; Vocational Rehab Program at the Department of Integrated Services for Individuals with Disabilities; and vocational programs at the Agency for Human Resources and Development.

- II.3.B.11. Activities in Daily Living (ADL) Program: Daily activities (personal, nutritional, money, home, medication, time management, problem solving and personal safety).
- II.3.b.12. Supportive Counseling: Learn appropriate and acceptable behaviors.
- II.4 To provide adequate living and sleeping accommodations meeting reasonable accessibility requirements of the Americans with Disabilities Act (ADA), as amended, and ensure the facility is secure and safe from any potential hazards.
- II.5 To provide a safe and humane environment for each consumer and shall commit to zero tolerance for abuse or neglect of each consumer.
- II.6 To ensure program staff complete required Cardiopulmonary Resuscitation (CPR) and Non-violent Crisis Intervention (NCI) training, and Health Information Portability and Accountability Act (HIPAA) Awareness in-service on a regular basis.
- II.7 To ensure the custody, care, control and storage of consumer records, reports and support plans are maintained with strict confidentiality and made accessible to the GBHWC and its authorized representatives and must be subject to audit, monitoring and evaluation. Program staff must maintain a service record in each consumer file, charting progress, program updates and other concerns.
- II.8 To ensure any and all medications prescribed or non-prescribed are secured in a safe and locked cabinet. Provision of care over any controlled substance must also be maintained.
- II.9 To provide transportation and supervision of all consumers activities and appointments including but not limited to psychiatric, medical, dental and vocational when necessary and/or indicated in consumer's service/behavioral plans.
- II.10 To provide services to the aforementioned site 24 hours a day, seven days a week, Monday through Sunday, including holidays.
- II.11 To include the administrative activities associated with *Hinanao-Ta* (Our Journey) Residential Program.
- II.12 To collaborate with the GBHWC program supervisor on rules and regulations of the home including utilization of established forms for reporting.
  - II.12.a To document daily consumer activities and services in daily logs, and to make available upon request to the GBHWC Director or his designee.



- II.12.b To develop and to post bulletin of calendaring quarterly events.
- II.12.c To provide monthly detailed programmatic and financial reports on program activities on the 10<sup>th</sup> day after the month the activities were performed.
- II.12.d To submit invoices monthly on the 10<sup>th</sup> day after the month costs were incurred.
- II.13 To use program policies and procedures when responding to emergency/crisis intervention or to any related emergency that arises, to include natural and man-made disasters. These policies and procedures shall incorporate the GBHWC policies and procedures when applicable. To utilize emergency assistance from public service providers, as it deems necessary.
- II.14 To provide complete monthly reports of home activities for the daily operations of services that are provided including all incident reports documenting patterns and trends of incidents and injuries and provide recommendations for reducing incidents and injuries in the future. The GBHWC's program manager will collaborate with the contractor on the reporting requirement format and make available the format for information to the contract, and receive monthly-completed information.
- II.15 To ensure that all activities adhere to standards set by the government and the GBHWC policies and procedures, or will approximate these as much as possible in the event of personnel shortage or resource unavailability.
- II.16 To ensure that the environment is adequately hazard-free, clean and in good repair. The GBHWC's safety officer and/or staff will have access to the facility at any time. Violations cited by the GBHWC's safety officer and/or staff will be corrected within the time frame set for compliance. The GBHWC has the option to reduce the monthly payment to the service provider by 10% until compliance is verified. The contractor will be provided a copy of the Housing Safety Inspection Checklist (HSIC) that will be used by the safety officer and/or staff to be familiar with the requirements of the safety inspection.
- II.17 To be subjected to placement, treatment and discharge decisions made by the GBHWC.
- II.18 To discuss and advise the GBHWC Director or his designee on areas or issues of concern that are directly related to the services, operations, resources, and facilities of the GBHWC. The GBHWC Director or his designee will respond to these concerns in writing within ten (10) days from being notified by the contractor, and shall make every effort to expediently resolve such concerns with the contractor.

II.19 To ensure that treatment staff consist of:

(1) at least one lead treatment specialist or clinical supervisor with a master's degree in psychology, social work, counseling or related fields and

(2) care workers with a high school grade degree and a valid driver's license.

II.20 To adhere to the Grievance and Appeals Policy and Procedures as stipulated in the court decision in Civil Case 01-00041 and 04-00005. Notice of the right to file a complaint as well as the right to appeal decisions on services rendered will be given to the consumer or official representative. (Available on-line [www.dmhsa.guam.gov](http://www.dmhsa.guam.gov))

II.21 To report to and be responsible to the GBHWC Director or designee.

### SECTION III. CONTRACT TERM

#### III.1. Effective Date.

This Agreement shall be effective upon the date of the signature of the Governor of Guam. The GBHWC is not responsible for any services prior to that date, and the Service Provider warrants that no services will be performed under this Agreement prior to the effective date.

#### III.2. Initial Term.

The initial term of this Agreement contract shall be from the effective date through the end of the fiscal year subject to the appropriation, allocation and availability of funds.

#### III 3. Renewal Term.

At the option of the GBHWC, and as agreed by the Service Provider, the contract may be renewed for up to two (2) additional one (1) year periods, upon the option of the GBHWC and subject to the appropriation, allocation and availability of funds. The most recent applicable U.S. Department of Labor Wage Determination will apply to any renewal term. Upon expiration of the final Renewal Term, this Agreement shall expire unless sooner terminated.

#### III.4. Multiple Years.

In the event funds are not appropriated, allocated or otherwise made available and this Agreement is cancelled, the Service Provider shall be notified in a timely manner and reimbursed the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services delivered under this Agreement.

#### III.5. Special Monthly Extension Periods.

At the option of the GBHWC and as agreed to by the Service Provider, this Agreement 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 if the GBHWC is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the GBHWC. Any Special Monthly Extension Period are subject to wage and benefit compliance and the appropriation, the allocation and availability of funds from fiscal year to fiscal year and the GBHWC's determination of its best interest.

#### III. 6 Multiple Certification of Funds.

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

### SECTION IV.

#### SERVICE PROVIDER'S COMPENSATION FOR SERVICES

##### IV.1. Annual and Monthly Compensation

Service Provider's compensation shall be per the agreed cost and pricing reimbursement agreement, labeled as "ANNUAL PROGRAM COST", and attached hereto and incorporated herein as if fully re-written. The total not to exceed annual compensation in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) is based per occupied bed, per day and not to exceed 365 days per fiscal year for professional services to the agreed range of males or females or a combination of both for a total of no more than five (5) clients at any given time, and not to exceed amounts and approved Cost Reimbursement Object Categories and Staffing Levels.

##### IV.2. Invoicing and Payments

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

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

#### IV.3. Final Payment.

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

#### IV.4. Allowable Costs – Cost Reimbursement

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

##### a. Financial Records.

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

##### b. Accounting Records.

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

##### c. Internal Control.

The Service Provider shall maintain effective control over and accountability for all funds and assets. The Service Provider shall keep effective internal controls to ensure that all the GBHWC funds received are separately and properly allocated to the

activities described in this Agreement. The Service Provider shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

d. Source Documentation.

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

e. Reimbursable Cost Principles.

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

f. Allowable Cost.

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

g. Applicable Credits.

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

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

## SECTION V. THE GOVERNMENT IS NOT LIABLE

V.1. The GBHWC assumes no liability for any accident or injury that may occur to the Service Provider, his or her agents, dependents, or personal property while in route to or from worksite or during any travel mandated by the terms of this Agreement.

V.2. The GBHWC shall not be liable to the Service Provider for any work performed by the Service Provider prior to the approval of this Agreement by the Governor of Guam and the Service Provider hereby expressly waives any and all claims for services performed in expectation of this Agreement prior to its approval by the Governor of Guam.

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

VI.1. In the event that the Service Provider is a non-profit organization, the Service Provider shall comply with the reporting requirements set forth in P.L. 32-181 Chapter XIII Section 71-77 Chapter XIII § 11 and this clause. In the event one of the Service Provider's subcontractors is a non-profit organization the provisions of this clause shall also be deemed to apply to the Service Provider's subcontractor, and the Service Provider is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

VI.2. The Service Provider shall maintain accurate financial records of all monies paid to it under this Agreement. The Service Provider shall provide to the GBHWC a budgetary breakdown by object category as to all services under this Agreement. An initial proposed budgetary breakdown is part of the request for proposal, and the agreed cost proposal, budget, staffing request and are incorporated into the scope of services of this Agreement as part of Attachment A.

VI.3. The Service Provider shall provide to the GBHWC a quarterly report describing its activities during the reporting period and the results it achieved no later than twenty (20) days after the end of each Quarter.

**VI.4 The Service Provider must provide prior written notification to the GBHWC of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more as to its services related to this Agreement, or with regard to items to be invoices as part of the contract.**

VI.5. The Service Provider shall provide access to duly authorized representative of the GBHWC, the Guam Public Auditor, or their authorized representatives, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of the contract. The Service Provider shall upon written request by the GBHWC, the Guam Public Auditor or their authorized representatives provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.

VI.6. The Service Provider is subject to the Single Audit Rules shall provide annually to GBHWC copies of its Audit Reports for all time periods covered as part of this Agreement.

VI.7. The Service Provider shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to the GBHWC as well as a Fiscal Year-end report of all expenditures of funds under the contract no later than November 15, the initial year, and November 15, of the each subsequent year.

**VI.8. In the event the Service Provider fails to timely provide any reports or items set forth in this section to the GBHWC after prior written reasonable notice by the GBHWC to the Service Provider and the Service Provider's failure to cure the contract default, the GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this contract by the Service Provider.**

## SECTION VII. GBHWC AGREES TO THE FOLLOWING

VII.1. Maintain oversight of the Service Provider's performance in administering the GBHWC *Hinanao-Ta* (Our Journey) Residential Program.

VII.2. Use of selected equipment as negotiated with the Service Provider when providing direct therapeutic intervention and/or activities to consumers.

## SECTION VIII. RESPONSIBILITY OF SERVICE PROVIDER

VIII.1. The Service Provider shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The Service Provider shall, without additional cost to the GBHWC, re-do services, correct or revise all errors or deficiencies in

its services, work and material identified during the term of the contract, and any applicable warranty period.

VIII.2. The Service Provider shall devote its best efforts to the duties and responsibilities under this Agreement in accordance with the laws, rules, regulations and policies of the government of Guam.

VIII.3. The GBHWC's review, approval, acceptance of, and payment of fees for services required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement 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 this Agreement.

#### SECTION IX.

##### ACCESS TO RECORDS AND OTHER REVIEW:

IX.1. The Service Provider, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the GBHWC, the Public Auditor, and any applicable federal granting agency, Inspector General or its delegate. Each subcontract by the Service Provider pursuant to this Agreement shall include a provision containing the conditions of this Section.

IX.2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the records must be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later.

IX.3. Records for non-expendable property acquired in whole or in part, with funds from this contract funds must be retained for three (3) years after its final disposition.

IX.4. The Service Provider shall provide access to any project site(s) to the GBHWC, Guam Public Auditor and in the event there are federal funds, the federal granting agency or its designated Inspector General or their authorized representative. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

#### SECTION X.

##### OWNERSHIP OF DOCUMENTS

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



## SECTION XI. INDEMNITY

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

## SECTION XII. CHANGES

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

## SECTION XIII. INSURANCE

The Service Provider shall procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance coverage for the operation of the services set forth in this Agreement. The Service Provider shall provide certificates of such insurance to the GBHWC when required and shall immediately report in writing to the GBHWC any insurance claims filed.

XIII.1. Workers Compensation Insurance that covers all employees of the Service Provider working in any capacity in the Service Provider's services under this Agreement, in the amount as required by Guam law.

XIII.2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. The Service Provider shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of

not less than one million dollars (\$1,000,000.00) for bodily injuries or death per occurrence, and not less than three hundred thousand (\$300,000.00) for damages to property. Such policy shall insure the GBHWC and its respective agents and employees with respect to liability as a result of the operation of the services set forth in this Agreement.

XIII.3. Professional Liability Insurance in a form acceptable to the GBHWC and with a limit of liability of not less than one million dollars (\$1,000,000.00).

#### SECTION XIV. TERMINATION

##### XIV.1. Termination for Defaults

- a. Default. If the Service Provider refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Agreement, the GBHWC may notify the Service Provider in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the GBHWC, the GBHWC may terminate the Service Provider's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the GBHWC may procure similar professional services in a manner and upon terms deemed appropriate by the GBHWC. The Service Provider shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar professional services, goods or services.
- b. The Service Provider's Duties. Notwithstanding termination of the Agreement and subject to any directions from the GBHWC, the Service Provider shall take timely, reasonable, and necessary action to protect and preserve property in possession of the Service Provider in which the GBHWC has an interest.
- c. Compensation. Payment for completed professional services delivered and accepted by the GBHWC shall be per Section IV Compensation for the Service Provider's services. The GBHWC may withhold from amounts due the Service Provider such sums as the GBHWC deems to be necessary to protect the GBHWC against loss because of outstanding liens or claims of former lien holders and to reimburse the GBHWC for the excess costs incurred in procuring similar professional services. The Service Provider may pursue its rights under Section XVI Mandatory Disputes clause of this Agreement, and the Guam Procurement Laws and Regulations if it disagrees with the GBHWC's decision with regard to compensation.
- d. Erroneous Termination for Default. If, after notice of termination of the Service Provider's right to proceed under the provisions of this clause, it is determined for any reason that the Service Provider was not in default under the provisions of this

clause, or that the delay was excusable under the provisions of Section XXII Force Majeure of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such clause..

- e. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- f. Non-Profit Organization Special Reporting Requirements. The Service Provider, if a non-profit organization subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. 32-181 Chapter XIII Section 71-77 Chapter XIII § 11); and if the Service Provider fails to timely provide any reports or items set forth in Section VI Special Reporting Requirements for Non Profit Organizations of this Agreement; then the GBHWC pursuant to that section may after prior written reasonable notice to the Service Provider and the Service Provider's failure to cure the contract default, the GBHWC in addition to other contractual rights and remedies under this Agreement, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this contract by the Service Provider.

#### XIV.2. Termination for Convenience

- a. Termination. The Director of the GBHWC may, when the interest of the GBHWC so requires, terminate this Agreement in whole or in part, for the convenience of the GBHWC. The Director of the GBHWC shall give thirty (30) days prior written notice of the termination to the Service Provider specifying the part of the contract terminated and when termination becomes effective.
- b. The Service Provider's Obligations. The Service Provider shall incur no further obligations in connection with the terminated professional services and on the date set in the notice of termination, the Service Provider will stop work to the extent specified. The Service Provider shall also terminate outstanding orders and subcontracts as they relate to the terminated professional services. The Service Provider shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated professional services. The Service Provider must still complete the professional services not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

- c. Compensation.

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

#### XIV.3 Program Transition

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

### SECTION XV. PRODUCT OF SERVICE-COPYRIGHT

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

### SECTION XVI. MANDATORY DISPUTE RESOLUTION CLAUSE

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

#### XVI.1. Disputes - Contractual Controversies

The GBHWC and the Service Provider agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the Service Provider shall request the Director of GBHWC or his designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The Director of GBHWC or his designee shall immediately furnish a copy of the decision to the Service Provider, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

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

If the Director of GBHWC, or his designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Service Provider may proceed as though the Director of the GBHWC, or his designee had issued a decision adverse to the Service Provider.

#### XVI.3. Appeals to the Office of Public Accountability

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

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

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

#### XVI.5. Exhaustion of Administrative Remedies

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

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

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

### SECTION XVII.

#### MANDATORY REPRESENTATIONS BY SERVICE PROVIDER

##### XVII.1. Ethical Standards

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

#### XVII.2. Prohibition Against Gratuities and Kickbacks

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

#### XVII.3. Prohibition Against Contingent Fees

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

#### XVII.4. Prohibition of Employment of Sex Offenders

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

The Service Provider warrants (1) that no person providing services on behalf of the Service Provider has been convicted of a sex offense as set forth in the preceding subsection; and (2) that if any person providing services on behalf of the Service Provider is convicted of a sex offense under the provisions of 9 GCA Chapter 25 or 9 GCA Chapter 28 Article 2, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

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

#### XVII.5. Wage and Benefit Compliance – Service Providers Providing Services

The Service Provider shall comply with 5 GCA § 5801 et. seq., and with regard to all

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

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

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

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

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

The Service Provider agrees that any violation of the Service Provider's obligations or its subcontractors obligations as set forth in this Section "Wage and Benefit Compliance Service Providers Providing Service's Clause" shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

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

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

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

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

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

#### XVII.7. Client Confidentiality

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

#### XVII.8 Confidentiality

Any information provided to or developed by the Service Provider in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Service Provider without the prior written approval of the GBHWC.

#### XVII.9. Technology Access For Blind Or Visually Impaired

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

#### XVII.10. Equal Opportunity Compliance

The Service Provider agrees to abide by all Federal and Guam laws and rules and regulations, and Executive Orders of the Governor of Guam, pertaining to equal employment



opportunity. In accordance with such laws of Guam, the Service Provider assures that no person shall on the grounds of race, religion, color, national origin, ancestry, sexual orientation or gender identity be excluded from employment with or participation in, be denied benefit of, or otherwise be subjected to discrimination under any program or activity under this Agreement. If the Service Provider is found not to be in compliance with these requirements during the life of this Agreement, the Service Provider agrees to take appropriate steps to correct these deficiencies.

#### XVII.11. Records Discrimination Against Status Offenders Prohibited

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

#### XVII.12. Restricting the Use of Mobile Phones While Driving a Vehicle, and Providing for the Public Education Requirements Regarding Such Restrictions

The Service Provider shall ensure compliance with relative to the restrictions on the use of mobile phones while driving. P.L. 31-194

#### XVII.13. Drug and Smoke-Free Workplace

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

#### XVII.14. Social Security Number Confidentiality Act

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

#### XVII.15. Employment of Individuals with Severe Disabilities; P.L. 26-109 Section 2, §41210(b), Article 2, Chapter 41, Division 5, Title 17 of the Guam Code Annotated

The Service Provider shall comply with the provision of this mandate with emphasis on the employment of two percent (2%) of its workforce with severe disabilities in coordination with the Division of Vocational Rehabilitation Administrator, Department of Integrated Services for Individuals with a Disability (DISID) for placement. In the event the Service Provider is unable to employ due to the lack of individuals with disabilities who are able to work, the Service Provider shall utilize funds for the purchase of supplies produced by non-profit organizations employing

individuals with disabilities. Efforts to comply with this specification shall be documented by the Service Provider and is subject to review and inspection by the GBHWC.

SECTION XVIII.  
ASSIGNMENT, SUCCESSORS AND ASSIGNS

Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants without the prior written consent of the party. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will 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 Agreement without the prior written approval of the GBHWC.

SECTION XX.  
STATUS OF SERVICE PROVIDER

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

SECTION XXI.  
GENERAL COMPLIANCE WITH LAWS

The professional services, deliverables and materials under this Agreement shall comply with all applicable Federal and Guam laws and regulations. The Service Provider shall maintain all licenses and permits during all times pertinent to this contract. The Service Provider is responsible for payment of all taxes under this Agreement. In the event this Agreement 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.

SECTION XXII.  
FORCE MAJEURE

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

SECTION XXIII.  
SEVERABILITY

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

SECTION XXIV.  
ENFORCEMENT OF AGREEMENT

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

SECTION XXV.

NO WAIVER

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

SECTION XXVI.

APPLICABLE LAW

The laws of Guam shall govern this Agreement, 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 Agreement, 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 Agreement.

SECTION XXVII.

AMENDMENT

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

SECTION XXVIII.

MERGER

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

SECTION XXIX.

INCORPORATION AND ORDER OF PRECEDENCE

The Request for Proposal GBHWC No. 01-2015 and the Service Provider's proposal are incorporated by reference into this Agreement and are made part of this Agreement. 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; then
2. this Agreement itself; then
3. the Request for Proposal; then

4. the Service Provider's Best and Final Offer(s), in reverse chronological order; then
5. the Service Provider's proposal.

### SECTION XXX.

#### PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

XXX.1. The Service Provider shall defend at its own expense, the government of Guam and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Guam, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon the Service Provider's trade secret infringement relating to any product or service provide under this Agreement, the Service Provider agrees to reimburse the government of Guam for all costs, attorneys' fees and the amount of the judgment. To qualify for such a defense and/or payment, the government of Guam shall:

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

XXX.2. If any product or service becomes, or in the Service Provider's opinion is likely to become the subject of a claim of infringement, the Service Provider shall at its option and expense:

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

### 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 Agreement. No changes in personnel will be made by the Service Provider without the prior written consent of the GBHWC. Replacement of any of the Service Provider's personnel, if approved will be with equal ability, experience and qualifications. The Service Provider will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project or program immediately upon receiving assignments. Approval of replacement personnel shall not

be unreasonably withheld. The GBHWC shall retain the right to request the removal of any of the Service Provider's personnel at any time.

SECTION XXXII.

SURVIVAL

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

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

SERVICE PROVIDER

GOVERNMENT OF GUAM

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**ANNUAL PROGRAM COST**  
*Hinanao-Ta* Residential Program (Level II)  
 GBHWC RFP 01-2015



Account Code	Classification	<b>FY 2015 Budget</b>	Explanation, Rationale or Comment
<b>Personnel</b>			
111	Salaries		
112	Overtime		
113	Benefits		
Subtotal		\$	(Attach current FY 2015 staffing pattern)
<b>Operations</b>			
220	Travel		
230	Contractual Services		
233	Office Space Rental		
240	Supplies & Materials		
250	Equipment (below \$5000)		(Attach list or quotation)
270	Workmen's & Comp. Ins.		
271	Drug Testing		
290	Miscellaneous		
Subtotal		\$	
<b>Utilities</b>			
361	Power		
362	Water/Sewer		
363	Telephone/Cable/Internet		
Subtotal		\$	
450	Capital Outlay (over \$5000)		(Attach list or quotation)
Subtotal		\$	
<b>TOTALS</b>		\$	
# Employees			

**General cost reimbursement type contract.** The cost is \$\_\_\_\_\_ per occupied bed, per day and not to exceed 365 days per fiscal year for professional services to the agreed range of males or females or a combination of both for a total of no more than five (5) clients at any given time, and not to exceed amounts and approved Cost Reimbursement Object Categories and Staffing Levels.

Offeror's comments: \_\_\_\_\_

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

Submitted and certified by \_\_\_\_\_  
 Legal Name of Person, Corporation, Entity or Organization

\_\_\_\_\_  
 Official Representative (Name & Title)                      Signature                      Date

Accepted by the GBHWC \_\_\_\_\_

# ANNUAL PROGRAM COST YEAR

Hinanao-Ta Residential Program (Level II)

GBHWC RFP 01-2015

## GBHWC RFP FORM F

Account Code	Classification	FY 2016 Budget	Explanation, Rationale or Comment
<b>Personnel</b>			
111	Salaries		
112	Overtime		
113	Benefits		
Subtotal		\$	(Attach proposed FY 2016 staffing pattern)
<b>Operations</b>			
220	Travel		
230	Contractual Services		
233	Office Space Rental		
240	Supplies & Materials		
250	Equipment (below \$5000)		(Attach list or quotation)
270	Workmen's & Comp. Ins.		
271	Drug Testing		
290	Miscellaneous		
Subtotal		\$	
<b>Utilities</b>			
361	Power		
362	Water/Sewer		
363	Telephone/Cable/Internet		
Subtotal		\$	
450	Capital Outlay (over \$5000)		(Attach list or quotation)
		\$	
<b>TOTALS</b>		\$	
# Employees			

**General cost reimbursement type contract.** The cost is \$\_\_\_\_\_ per occupied bed, per day and not to exceed 365 days per fiscal year for professional services to the agreed range of males or females or a combination of both for a total of no more than five (5) clients at any given time, and not to exceed amounts and approved Cost Reimbursement Object Categories and Staffing Levels.

Offeror's comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted and certified by \_\_\_\_\_  
Legal Name of Person, Corporation, Entity or Organization

\_\_\_\_\_  
Official Representative (Name & Title)                      Signature                      Date

Accepted by the GBHWC \_\_\_\_\_



# ANNUAL PROGRAM COST

Hinanao-Ta Residential Program (Level II)

GBHWC RFP 01-2015



## GBHWC RFP FORM F

Account Code	Classification	FY 2017 Budget	Justification, Rationale or Comment
<b>Personnel</b>			
111	Salaries		
112	Overtime		
113	Benefits		
Subtotal		\$	(Attach proposed FY 2017 staffing pattern)
<b>Operations</b>			
220	Travel		
230	Contractual Services		
233	Office Space Rental		
240	Supplies & Materials		
250	Equipment (under \$5000)		(Attach list or quotation)
270	Workmen's & Comp. Ins.		
271	Drug Testing		
290	Miscellaneous		
Subtotal		\$	
<b>Utilities</b>			
361	Power		
362	Water/Sewer		
363	Telephone/Cable/Internet		
Subtotal		\$	
450	Capital Outlay (over \$5000)		(Attach list or quotation)
Subtotal		\$	
<b>TOTALS</b>		\$	
# Employees			

**General cost reimbursement type contract.** The cost is \$\_\_\_\_\_ per occupied bed, per day and not to exceed 365 days per fiscal year for professional services to the agreed range of males or females or a combination of both for a total of no more than five (5) clients at any given time, and not to exceed amounts and approved Cost Reimbursement Object Categories and Staffing Levels.

Offeror's comments:\_\_\_\_\_

\_\_\_\_\_

Submitted and certified by \_\_\_\_\_  
Legal Name of Person, Corporation, Entity or Organization

\_\_\_\_\_  
Official Representative (Name & Title)                      Signature                      Date

Accepted by the GBHWC \_\_\_\_\_