



GENERAL SERVICES AGENCY

(Aghensian Setbision Hiniral)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

INVITATION FOR BID NO. : GSA-011-14

DESCRIPTION: Nutrition Services for the comprehensive Management, Operations, & Maintenance of the

Elderly Nutrition Program, Home-Delivered Meals component.

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

(X) BID GUARANTEE (15% of Bid Amount) May be in the form of;

Reference #11 on the General Terms and Conditions

a. Cashier's Check or Certified Check

b. Letter of Credit

c. Surety Bond – Valid only if accompanied by:

1. Current Certificate of Authority issued by the Insurance Commissioner;

2. Power of Attorney issued by the Surety to the Resident General Agent;

3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

(X) BROCHURES/DESCRIPTIVE LITERATURE;

(X) MANDATORY PRE-BID CONFERENCE TO BE HELD ON 1/31/14 2:30 p.m., IF NOT PRESENT

YOUR BID PACKET WILL NOT BE ACCEPTED.

(X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

(X) OTHER REQUIREMENTS:

Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders

Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees,

Limited English Proficiency Certification, Certification of non-Discrimination, Civil Rights Requirement,

Certification as to Lobbying, Certification Regarding Debarment, and Compliance with Federal Regulations and

Laws.

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this _____ day of _____, 2014, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: GSA-011-14

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit via email or fax form to ephrasia.lujan@gsa.guam.gov. or fax to 472-4217 / 475-1727

Name	_____
Signature	_____
Date	_____
Time	_____
Contact Number	_____
Fax Number	_____
Contact Person regarding IFB	_____
Title	_____
E-Mail Address	_____
Company/Firm	_____
Address	_____

Note: GSA shall not be liable for failure to provide notice to any party who did not register contact information.

- REMINDER: MANDATORY PRE-BID CONFERENCE ON 1/31/14 2:30 P.M. TO BE HELD IN THE GSA CONFERENCE ROOM.

- ALL QUESTIONS AND CONCERNS TO BE ASKED IN THE PRE-BID CONFERENCE MUST BE PUT IN WRITING, BEFORE THE PRE-BID CONFERENCE STARTS.

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PTI, GUAM 96915

CLAUDIA S. ACFALLE
Chief Procurement Officer

For: Pedro F. Bay Nieves

DATE ISSUED: 01/25/14 BID INVITATION NO: GSA-011-14

BID FOR: Department of Public health and Social services

SPECIFICATION: See Attached

DESTINATION: Nutrition Services for the Comprehensive Management, Operations, & Maintenance of the Elderly Nutrition Program, Home-Delivered Meals Component.

REQUIRED DELIVERY DATE: Initial contract period is upon signing of the contract for a period of (1) one year, with the option to renew for (2) two additional years, based upon availability of funds and satisfactory performance.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00 am Date: 2/10/14 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.
The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

ITEM

NO(S)

AWARDED:

AWARD: CONTRACT NO.:

AMOUNT:

DATE:

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE

Chief Procurement Officer

AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)
) ss.
HAGATNA, 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 _____.

Eddie Baza Calvo
Governor



Benita Manglona
Director, Dept. of Admin.

GENERAL SERVICES AGENCY

Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor

Anthony C. Blaz
Deputy Director

Special Provisions

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of 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 in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder _____
Date _____
Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Subscribed and sworn before me this _____ day of _____, 2014

Notary Public

Signature _____
Date _____

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]
(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

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.

§ 5802. Benefits.

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.

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.

§ 5801. Wage Determination Established.

(1) That I am _____ (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:

Procurement No: _____
Name of Offeror Company: _____ hereby certifies under penalty of perjury:
(1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

**FORM E
DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION**

Deputy Director
Anthony C. Blaz

Director, Dept. of Admin.
Benita Mangiona

Lt. Governor
Ray Tenorio

GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915



Governor
Eddie Baza Calvo

 REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Wage Determination No.: 2005-2147
 Division of
 Diane C. Koplewski
 Director
 Wage Determinations

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		12.50
01011 - Accounting Clerk I		13.53
01012 - Accounting Clerk II		15.59
01013 - Accounting Clerk III		17.67
01020 - Administrative Assistant		15.38
01040 - Court Reporter		10.48
01051 - Data Entry Operator I		11.99
01052 - Data Entry Operator II		13.06
01060 - Dispatcher, Motor Vehicle		12.25
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		10.29
01111 - General Clerk I		11.28
01112 - General Clerk II		12.32
01113 - General Clerk III		17.15
01120 - Housing Referral Assistant		10.12
01141 - Messenger Courier		11.23
01191 - Order Clerk I		12.25
01192 - Order Clerk II		14.33
01261 - Personnel Assistant (Employment) I		14.90
01262 - Personnel Assistant (Employment) II		16.48
01263 - Personnel Assistant (Employment) III		18.34
01270 - Production Control Clerk		9.67
01280 - Receptionist		11.10
01290 - Rental Clerk		13.75
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		15.38
01312 - Secretary II		17.15
01313 - Secretary III		11.57
01320 - Service Order Dispatcher		11.61
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		13.34
05005 - Automobile Body Repairer, Fiberglass		13.06
05010 - Automotive Electrician		12.10
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	10.47
07010	- Baker	9.54
07041	- Cook I	11.78
07042	- Cook II	7.25
07070	- Dishwasher	7.78
07130	- Food Service Worker	11.86
07210	- Meat Cutter	7.59
07260	- Waiter/Waitress	14.38
09000	- Furniture Maintenance And Repair Occupations	8.23
09010	- Electrostatic Spray Painter	8.23
09040	- Furniture Handler	10.99
09080	- Furniture Refinisher	8.33
09090	- Furniture Refinisher Helper	8.33
09110	- Furniture Repairer, Minor	8.23
09130	- Upholsterer	8.23
10000	- General Services And Support Occupations	9.14
11030	- Cleaner, Vehicles	9.14
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	15.81
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	- Electro-neuro-diagnostic 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	15.06
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	13.65
14041	-	Computer Operator I	15.76
14042	-	Computer Operator II	17.56
14043	-	Computer Operator III	19.50
14044	-	Computer Operator IV	21.81
14045	-	Computer Operator V	21.81
14071	-	Computer Programmer I	15.73
14072	-	Computer Programmer II	19.50
14073	-	Computer Programmer III	23.84
14074	-	Computer Programmer IV	(see 1)
14101	-	Computer Systems Analyst I	(see 1)
14102	-	Computer Systems Analyst II	(see 1)
14103	-	Computer Systems Analyst III	(see 1)
14150	-	Peripheral Equipment Operator	13.65
14160	-	Personal Computer Support Technician	19.50
15000	-	Instructional Occupations	24.23
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	8.08
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, Dry-Cleaning	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	14.49
19010	-	Machine-Tool Operator (Tool Room)	14.49
19040	-	Tool And Die Maker	18.20
21000	-	Materials Handling And Packing Occupations	12.49
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	20.69
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	-	Pneumatic 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	10.09
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	15.43
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	10.90
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	9.53
28041	-	Carnival Equipment Operator	10.08
28042	-	Carnival Equipment Repairer	7.78
28043	-	Carnival Equipment Worker	13.18
28210	-	Gate Attendant/Gate Tender	11.01
28310	-	Lifeguard	14.74
28350	-	Park Attendant (Aide)	10.76
28510	-	Recreation Aide/Health Facility Attendant	18.26
28515	-	Recreation Specialist	11.74
28630	-	Sports Official	17.71
28690	-	Swimming Pool Operator	15.20
29000	-	Stevedoring/Longshoremen Occupational Services	15.20
29010	-	Blocker And Bracer	15.20
29020	-	Hatch Tender	15.20
29030	-	Line Handler	14.22
29041	-	Stevedore I	16.25
29042	-	Stevedore II	35.77
30000	-	Technical Occupations	24.66
30010	-	Air Traffic Control Specialist, Center (HFO) (see 2)	27.16
30011	-	Air Traffic Control Specialist, Station (HFO) (see 2)	17.49
30012	-	Air Traffic Control Specialist, Terminal (HFO) (see 2)	19.56
30021	-	Archaeological Technician I	24.21
30022	-	Archaeological Technician II	23.18
30023	-	Archaeological Technician III	21.93
30030	-	Cartographic Technician	17.49
30040	-	Civil Engineering Technician	19.56
30061	-	Drafter/CAD Operator I	20.74
30062	-	Drafter/CAD Operator II	24.21
30063	-	Drafter/CAD Operator III	14.62
30064	-	Drafter/CAD Operator IV	16.41
30081	-	Engineering Technician I	18.36
30082	-	Engineering Technician II	22.34
30083	-	Engineering Technician III	27.83
30084	-	Engineering Technician IV	33.66
30085	-	Engineering Technician V	21.10
30086	-	Engineering Technician VI	20.74
30210	-	Laboratory Technician	23.34
30240	-	Mathematical Technician	19.06
30361	-	Paralegal/Legal Assistant I	21.53
30362	-	Paralegal/Legal Assistant II	26.35
30363	-	Paralegal/Legal Assistant III	30.80
30364	-	Paralegal/Legal Assistant IV	21.93
30390	-	Photo-Optics Technician	22.17
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	20.74
30621	-	Weather Observer, Senior	23.00
31000	-	Transportation/Mobile Equipment Operation Occupations	8.15
31020	-	Bus Aide	9.69
31030	-	Bus Driver	8.97
31043	-	Driver Courier	7.25
31260	-	Parking and Lot Attendant	9.99
31290	-	Shuttle Bus Driver	8.21
31310	-	Taxi Driver	8.97
31361	-	Truck Driver, Light	11.61
31362	-	Truck Driver, Medium	12.48
31363	-	Truck Driver, Heavy	12.48
31364	-	Truck Driver, Tractor-Trailer	12.48
99000	-	Miscellaneous Occupations	7.46
99030	-	Cashier	9.70
99050	-	Desk Clerk	22.74
99095	-	Embalmmer	16.24
99251	-	Laboratory Animal Caretaker I	17.04
99252	-	Laboratory Animal Caretaker II	17.04

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

(1) The application of systems analysts 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).

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 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.

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

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)

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)

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, mixing, and pressing of sensitive ordinance, 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 ordinance, 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 ordinance, (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 ordinance, explosive, and incendiary ordinance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordinance, 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 link 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. Conformance may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Eddie Baza Calvo
Governor



Benita Manglona
Director, Dept. of Admin.

GENERAL SERVICES AGENCY

Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Anthony C. Blaz
Deputy Director

Ray Tenorio
Lt. Governor

AFFIDAVIT re NON-COLLUSION

TERRITORY OF GUAM)
) ss.
) HAGATNA, GUAM)

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

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

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

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

Signature of one of the following:

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

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

NOTARY PUBLIC
My commission expires _____.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM
(
) SS:
(
) HAGATNA, 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] and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of 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]

Name	Address	% of Interest
------	---------	---------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

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]:

Name	Address	Compensation
------	---------	--------------

_____	_____	_____
-------	-------	-------

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 _____

AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM
HAGATNA, GUAM

)
) SS:
)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

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

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me
this _____ day of _____, 201

NOTARY PUBLIC
My commission expires _____

MANDATORY FEDERAL PROGRAM FORMS. The purchasing agency is providing the additional Mandatory Federal Program form samples. They must be completed and included with the IFB. The forms are attached in Section XV. Appendix of Mandatory Forms. Failure to complete and submit the forms will automatically disqualify the Bidder submission to this IFB, as being non-responsive. Furthermore, all Mandatory Federal Program forms submitted by the Bidder/Vendor awarded the contract will be open to public inspection and copying. The Mandatory Federal Program forms include the following:

1. Limited English Proficiency Certification;
2. Certification of Non-Discrimination;
3. Civil Rights Requirements;
4. Certification as to Lobbying;
5. Certification Regarding Debarment; and
6. Compliance with Federal Laws and Regulations.

**LIMITED ENGLISH PROFICIENCY CERTIFICATION
FOR INVITATION FOR BID NO. GSA-010-14**

<p><u>Limited English Proficiency Certification</u></p> <p>I certify that Limited English Proficiency persons have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.</p> <p style="text-align: center;">SUBMITTED BY:</p>	
Signature:	Date:
Name:	Title:
Agency:	

Instructions: Bidders/Vendors need to sign and submit this form with this IFB.

**CERTIFICATION OF NON-DISCRIMINATION
FOR INVITATION FOR BID NO. GSA-010-14**

Certification of Non-Discrimination

Contractor agrees that:

It will comply, with and will insure compliance by its sub-grantees and contractors with the non-discrimination requirements of the following statutes and regulations:

- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 U.S.C. 3789(d) which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the United States Department of Justice funded programs or activities;
- Title VI of the Civil Rights Act of 1964, and 42 U.S.C. §2000d which prohibits discrimination on the basis of race, color or national origin in the United States Department of Justice funded programs or activities;
- Section 504 of the Rehabilitation Act of 1973, and 29 U.S.C. §794 which prohibits discrimination on the basis of disability in U.S. D.O.E. funded programs or activities;
- Title II of the Americans with Disabilities Act (ADA) of 1990, and 42 U.S.C. §12132, as it relates to discrimination on the basis of disability in the United States Department of Justice funded programs or activities;
- Title IX of the Education Amendments of 1972, and 20 U.S.C. §1681 as it relates to discrimination on the basis of sex the United States Department of Justice funded training or educational programs;
- The Age Discrimination Act 1975, and 42 U.S.C. §6102, as it relates to services discrimination on the basis of age the United States Department of Justice funded programs or activities.

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (EEOP), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of that recipient, a copy of such findings must be forwarded to the United States of Department of Health and Human Services. If your offeror is required to develop an EEOP and your offeror has received a single award for \$500,000 or more in grant funds, whether directly from the U.S. Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEOP to the U.S. Department of Health and Human Services for their review and approval.

SUBMITTED BY:

Signature of Authorized Official: _____
Date: _____

Name of Authorized Official: _____

Name of Offeror: _____

Instructions: Bidder/Vendors need to sign and submit this form with this IFB.

**CIVIL RIGHTS REQUIREMENTS
FOR INVITATION FOR BID NO. GSA-010-14**

Civil Rights Requirements

Contractor:

Civil Rights Contact Person:

Title/Address:

Telephone Number:

Number of persons employed by the offeror unit:

Instructions: Bidders/Vendors need to sign and submit this form with this IFB.

**CERTIFICATION REGARDING LOBBYING
FOR INVITATION FOR BID NO. GSA-010-14**

By signing and submitting this certification, Contractor is certifying as set out below:

CERTIFICATIONS REGARDING LOBBYING

Applicant should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the Application Cover Page provides for 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Health and Social Services (DPHSS) determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SIGNATURE

DATE

COMPANY

NAME

Instructions: Bidders/Vendors need to sign and submit this form with this IRB.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
FOR INVITATION FOR BID NO. GSA-010-14**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
PROJECT INFORMATION:	
Project Name: _____	Project Number: _____
Data Universal Numbering System (DUNS) Number: _____	
Principal Contact: _____ Firm Name / Contact Name / Title	
Firm Address/ Phone Number/ Email Address _____	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
<p>Contractor-</p> <p>(1) The undersigned certifies, by submission of this proposal, that it and its principals:</p> <p>(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;</p> <p>(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and</p> <p>(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.</p> <p>(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal.</p> <p>*Exceptions will not necessarily result in denial of award, but will be considered in determining offeror responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.</p> <p>_____</p> <p>I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.</p>	
Signature/Authorized Certifying Official	Typed Name and Title
Prospective Contractor/Offeror	Date Signed
Contractor License No. (if any) _____	
Instructions: Bidders/Vendors need to sign and submit this form with this IFB.	

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor’s policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.

(8) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(9) In addition to other remedies available to the Government, the Contractor shall be subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

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G. Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g).

Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; (ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) used forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175.175. The Government of Guam and the United States Department of Public Health and Human Services, Administration for Children and Families may terminate any work, contract, grant, subcontract without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor imputed to them using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Contractor and its subcontractors shall inform the Government of Guam and the United States Department of Public Health and Human Services, Administration for Children and Families immediately of any information they receive from any source alleging violation of (i)(ii) and (iii) above. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) “Employee” means either: an individual employed by you or a subcontractor who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage, or slavery. (3) “Private entity”: means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

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H. Charitable Choice (applies to faith-based organizations only).

Contractor attests that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in the IFB. Contractor agrees to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients’ active participation in any religious practice. (In carrying out the said services, the Contractor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is not required to remove its religious writings or symbols or to alter its internal governance as a

condition of doing business with the DPHSS DSC). U.S. Department of Health and Human Services regulations pertaining to Equal Treatment for Faith-Based Organizations can be found at 45 CFR Part 87. DPHSS DSC incorporates and follows the Equal Treatment Regulations for Faith-Based Organizations as a matter of good practice.

DPHSS DSC rev. 7-19-12

SUBMITTED BY:

Signature of Authorized Official: _____
Date: _____

Name of Authorized Official: _____

Name of Bidder/Vendor: _____

This Form Must Be Submitted With the IFB.

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal

hereinafter called the Principal, and (Bonding Company),
A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are
Held firmly bound unto the Territory of Guam for the sum of
Dollars (\$) _____, for Payment of which sum will and
truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter
into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds
as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance
of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to
the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid
and such larger amount for which the Territory of Guam may in good faith contract with another party to perform
work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this
obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2014

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Comptroller of Laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- [X] 7. **“ALL OR NONE” BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid Guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing goods and/or service as described in this bid with a good record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment or organization" as used herein shall be construed to mean a fully equipped and well established company in line with best business practices in the industry and as determined by the proper authorities.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business, and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

[X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

[X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

[] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[X] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 30. **GUARANTEE:**
 - a) **Guarantee of Vehicle Type of Equipment:** The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
 - b) **Guarantee of Other Type of Equipment:** The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract 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 (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

Name: _____
 Address: _____
 Telephone: _____
 Title: _____

[X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

[] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. R 3121(e)(1)(G)

[X] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. R 3121(e)(1)(C) and R 3121(e)(1)(D)

[X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

[X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).

2. **PREPARATIONS OF BIDS:**

- a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
- b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
- c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
- d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.

3. **EXPLANATION TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.

4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgment of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

5. **SUBMISSION OF BIDS:**

- a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.

- b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).

- c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.

- d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**

- a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

- b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. SELLER'S INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.

ITEM NO. EXTENDED DESCRIPTION UOM QTY. PRICE PER MEAL

1.1 Nutrition Services for the Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Home-Delivered Meals Component.
 PER MEAL 1,000-1,200 (Estimated Range) \$ _____

The estimated range of meals served per day is one thousand (1,000) to one thousand two hundred (1,200) meals. For Fiscal Year 2014, meals served per day are not expected to exceed one thousand one hundred eighty (1,180) meals. Note: On exceptional days, the minimum quantity of meals served per day will not be met on the dates identified by the Department of Public Health and Social Services, not to exceed five (5) days.

MEAL ORDERS AND ADJUSTMENTS. The Bidder shall receive meal orders of authorized clients from the DPH&SS, DSC contracted service provider for the Case Management Services (CMS) program. Meal orders shall be communicated to the ENP Bidder by the CMS service provider. Adjustments to the meal orders due to an increase or decrease of authorized clients shall be coordinated with the CMS service provider and the ENP Bidder. The meal pattern below is a requirement of the ENP, which meals shall be based upon:

a.	Meat/Poultry/Seafood	3oz. edible portion exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	½ cup cooked and unbuttered as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	½ pint low fat or skim.
f.	Fruits	½ cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

ALL OR NONE AWARD.

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

BACKGROUND: The Guam State Office on Aging (SOA) under the Division of Senior Citizens, Department of Public Health and Social Services, is responsible for coordinating all activities related to older persons on Guam as required under the Older Americans Act, and through Guam Public Law 14-139. A copy of the 2012-2015 Guam Four Year State Plan on Aging is available at the Guam Department of Public Health and Social Services URL www.dphss.guam.gov.

The Division of Senior Citizens is charged with the responsibility to provide Supportive Services to help seniors remain in their communities. In accordance with the Older Americans Act of 1965, as amended in 2006, the Elderly Nutrition Program (ENP), Home-Delivered Meals Nutrition Services shall be provided to frail individuals age sixty (60) years and older authorized by the Case Management Services (CMS) program.

The target population to serve are older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) (Ref. Section 305(a)(2)(E) of the Older Americans Act of 1965, as amended). The Bidder shall target and serve older individuals with disabilities (with particular attention to individuals with severe disabilities) and enhance services and develop collaborative programs, where appropriate, to meet the needs of older individuals with disabilities (Ref. Section 307(a)(17) of the Older Americans Act of 1965, as amended).

PROGRAM INTENT. To provide hot, nutritious meals that meet the minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences to authorized clients, in a home setting.

Nutrition Services are provided to eligible clients who are, as determined by the Case Management Services (CMS) program, to be functionally impaired because:

1. The individual is unable to perform at least two (2) of the following Activities of Daily Living (ADL) without personal assistance, standby assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking; or
2. The individual has a cognitive or other mental impairment, and requires substantial supervision because he/she behaves in a manner that poses a serious health or safety hazard to the individual or to other individuals; or
3. The individual has been determined to be eligible based on a comprehensive assessment of the individual, inclusive of temporary and permanent impairments. In cases where there is no evidence manifested of the impairments, a Physician's Certification of Individual's Eligibility for Services is required for services to commence.

4. The DPH&SS, DSC reserves the option to provide Nutrition Services to the underage spouse of the eligible client, caretakers of the eligible client and to individuals residing in the home who have a disability whom otherwise meet Federal criteria.

5. The Elderly Nutrition Program Bidder shall provide the CMS information on the status of the eligible clients authorized to receive Nutrition Services, such as, and not limited to, when they attempt to deliver a meal and the authorized client is not home or is advised that the authorized client has been hospitalized. In such cases, Nutrition Services shall be suspended until the authorized client is able to receive the meal service.

The Bidder shall comply with the provisions of Title III C2 Home-Delivered Meals of the Older Americans Act of 1965, as amended, and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321), and the Dietary Guidelines for Americans 2010 as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture, [url: www.dietaryguidelines.gov](http://www.dietaryguidelines.gov) and the Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. The current Dietary Guidelines for Americans is available for download at <http://www.dietaryguidelines.gov> to this procurement and incorporated herein as it is fully rewritten. As more recent updated versions of the Dietary Guidelines for Americans are issued by the federal government and become available they will automatically be incorporated herein. It is the Bidder's responsibility to be updated and current with any such laws, regulations and guidelines.

The Elderly Nutrition Program Home-Delivered Meals nutrition services being acquired is to be funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans

Act, as amended, Grant Number: 14AAGUT3HD, Catalog of Federal Domestic Assistance (CFDA) Number 93.045, Title III C2 and local Government of Guam funds being allotted, allocated and certified.

If funds for this program are not secured for any reason, the Government reserves the right to cancel this procurement consistent with Guam procurement law and regulations. This Invitation for Bid (IFB) and any contract issued under it shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, or policy changes in local or federal funding.

SPECIFICATIONS: BIDDING, ON COMPLY/REMARKS

1.0 ELEMENTS OF ELDERLY NUTRITION PROGRAM HOME-DELIVERED MEALS COMPONENT

1.1 NUMBER OF CLIENTS TO BE SERVED. The Bidder shall serve an estimated range of one thousand (1,000) to one thousand two hundred (1,200) to eligible and authorized frail individuals. The average number of Home-Delivered meals served for the reporting month of September 2012 is one thousand ninety-eight (1,098) meals and for September 2013 is one thousand one hundred forty-nine (1,149) meals. For September 2012, there were nineteen (19) service days, and for September 2013, there were twenty (20) service days.

For the reporting months of September 2012 and 2013, the number of ENP Home-Delivered meals ordered and the average of ENP meals served are as follows:

No.	Area	September 2012 Meals Ordered (FY2012)	September 2013 Meals Ordered (FY2013)
1	Agana Heights	620	630
2	Agat	1,169	1,157
3	Amigua	80	198
4	Asan	133	160
5	Barrigada	1,604	1,656
6	Chalan Pago	395	773
7	Dededo	5,326	5,668
8	Harmon	358	220
9	Inarajan	228	140
10	Maina	95	210
11	Matte	95	180
12	Malojloj	209	296
13	Mangilao	2,251	2,144
14	Merizo	524	694
15	Mongmong	405	331
16	Ordor	180	146
17	Piti	265	227
18	Santa Rita	873	1,148
19	Sinajana	920	886
20	Talofoto	599	517
21	Tamuning	1,049	1,258
22	Toto	730	630
23	Tumon	116	269
24	Umatac	145	332
25	Yigo	1,832	2,345
26	Yona	654	757
	TOTAL	20,855	22,972

In September of FY2012, there were 19 service days for a total of 20,855 meals ordered, for an average of 1,098 meals served per service day.

In September of FY2013, there were 20 service days for a total of 22,972 meals ordered, for an average of 1,149 meals served per service day.

1.2

NUTRITION SERVICES. Elderly Nutrition Program services shall be provided to eligible individuals in a home setting Monday through Saturday. However, upon the Bidder being notified and authorized as funds are appropriated, allocated, and allotted by the DPH&SS, DSC, Nutrition Services shall be provided on Sundays and/or holidays, which may include breakfast and/or dinner services. Elderly Nutrition Services shall occur no later than two (2) working days after receipt of Intake, Profile and Referral Form and Determine Your Nutritional Health Form from the CMS service provider.

2.0 CLIENT REGISTRATION AND MAINTENANCE

2.1 REGISTERED CLIENT. For the purposes of the ENP, a client who receives a home-delivered meal within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Bidder shall be responsible for registering clients and tracking deceased clients within the reporting fiscal year.

2.2 INTAKE, PROFILE AND REFERRAL FORM. The Bidder shall use the Intake, Profile and Referral (IPR) Form to refer eligible individuals to other Title III Aging Services.

2.3 MULTI-DISCIPLINARY TEAM MEETING. The Bidder, at the request of other agencies providing services to their ENP C2 clients, shall attend such meetings to assist in the coordination of services. In addition, the Bidder may request CMS to activate a Multi-Disciplinary Team to address multifaceted service issues concerning authorized clients of ENP C2.

2.4 AWARENESS OF ELDER CONCERNS. The Bidder shall address problems and concerns of ENP C2 clients and submit them to the DPH&SS, DSC as part of the Monthly Program Reports. A record book of problems and concerns addressed or being addressed by the Bidder shall be maintained and made available upon request by the DPH&SS, DSC for review, monitoring and other program and administrative purposes.

3.0 PRIORITIZATION OF SERVICES

3.1 Guam State Office on Aging (SOA) (DPH&SS, DSC) recognizes the unique situation in which the demand for services may outweigh the available resources; therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA. The scale will be based on a point system in three (3) focal areas, the older individual's: (1) mobility, (2) degree of existing support system, and (3) housing condition.

Greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need.

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support available; but not living in same household	Full concrete structure
2	Wheel chair users	Minimal support; but not regularly available	Semi-concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

3.2 Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor for services.

Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

Impairments in Activities of Daily Living (ADL) – The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: *eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.*

3.3 Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA. (Re: Excerpt from 2012-2015, Guam's State Plan on Aging, pages 19-20)

3.4 After applying the Prioritization of Services and the demand for services still outweigh the available resources the Bidder shall advise the Guam SOA who will provide additional guidance and direction to the Bidder as to other variables and/or conditions to assess to reduce the demand to meet the available resources.

3.5 When the Bidder receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals.

4.1 OFFICE HOURS. The Bidder shall maintain office hours for the Elderly Nutrition Program from 8:00 a.m. to 5:00 p.m., Monday through Friday, except on observed Government of Guam holidays.

4.2 MEAL SERVICE HOURS. The Bidder shall deliver home-delivered meals no earlier than 10:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on observed Government of Guam holidays. The DPH&SS, DSC reserves the option to expand meal services, which may include additional service times, as funding becomes available. No meals shall be delivered after 2:30 p.m. The Bidder must notify homebound clients, CMS and DPH&SS, DSC that meals will not be delivered after 2:30 p.m.

4.3 OPERATIONAL REQUIREMENTS. The Bidder shall provide the personnel, equipment and supplies to provide ENP nutrition services.

4.4 FOOD SAFETY AND SANITATION. The Bidder shall comply with all governing statutes and rules and regulations of the Guam Department of Public Health and Social Services and other federal and local regulatory agencies for the requirements on, but not limited to, food and safety and sanitation.

4.5 PREPARATION OF MEALS. The Bidder shall have the ability to prepare estimated range of one thousand (1,000) to one thousand two hundred (1,200) hot nutritious meals per service day in a central kitchen and to deliver them to authorized homebound clients.

a. In purchasing food, preparing and delivering meals in the performance of this program, the Bidder shall follow appropriate procedures to preserve the nutritional value and food safety of the meals provided. It is encouraged for the Bidder to "Buy Local" for this nutrition program.

b. Meals shall be prepared no earlier than four (4) hours prior to their delivery to the authorized homebound clients.

c. Meals shall be low in saturated fat, sodium and cholesterol and prepared in a manner acceptable for persons with diabetes or hypertension. Monosodium Glutamate (MSG) shall not be used.

d. Meat, fish and poultry shall be tender and easy to chew. For the authorized clients who cannot consume solid foods, mechanical meals (chopped) or pureed meals (blenderized) shall be provided upon the request of the client, their caregiver or authorized representative, or as indicated by the CMS program and is considered special meals.

4.6 MEAL PATTERN. The Bidder shall ensure meals comply with the provisions of Title III C2 Home-Delivered Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XII, Subchapter C, Part 1321) and Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and shall furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Meals must conform to the following pattern:

a.	Meat/Poultry/Seafood	3 oz. edible portion, exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	1/2 cup cooked, unbuttered, as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	1/2 pint low fat or skim.
f.	Fruits	1/2 cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

4.7

MENU PREPARATION. The Bidder shall ensure menus are prepared for cycles of four (4) weeks and changed monthly. Menus shall be submitted by the Bidder to the DPH&SS, DSC, no more than thirty (30) working days prior to their implementation. Menus and meals substitutions shall be approved by a Licensed Dietitian (LD) or Licensed Nutritionist (LN) prior to their submission to the DPH&SS, DSC. The signature of the LD or LN and date of their approval shall appear on the menus. The DPH&SS, DSC, shall require changes, as necessary, with respect to the appropriateness of the menus.

4.8

MONTHLY MEAL MENU DISTRIBUTION. The Bidder shall distribute approved Monthly Meal Menus to the CMS service provider. Any changes to the menu shall be communicated by the Bidder to the CMS and the DPH&SS, DSC no later than the day prior to the change.

4.9

REQUESTS FOR SPECIAL MEALS. The Bidder shall provide special meals, where feasible, reasonable and appropriate, to meet the particular dietary needs arising from the health or religious requirements of eligible clients; however, special meals do not include liquid supplement. The CMS Program Manager shall coordinate with the Bidder for the provision of special meals which shall be supported in the following manner:

a. A senior requesting a special meal for health related reasons shall provide a signed statement from their physician or licensed nutritionist stating the

medical necessity for special meals and the types of foods the clients can or cannot consume.

b. A senior requesting a special meal for religious reasons shall provide a signed statement from their priest, rabbi, pastor, etc. attesting to the dietary requirements of their faith that meet the 1/3 RDA.

c. Vegetarian meals shall meet the most current RDA, the nutritional needs of the senior client, shall be based on careful diet planning by a registered dietitian or nutritionist based on food servings delineated in the Food Guide Pyramid and shall be approved by a physician.

d. The CMS service provider shall provide the Bidder with copies of supporting documentation for each special menu request which the Bidder shall maintain in the client's file.

4.10 EMERGENCY MENUS. The Bidder's Emergency Management Plan shall be submitted to the DPH&SS, DSC for review and approval by DPH&SS, DSC within thirty (30) calendar days upon award of this IFB. The plan shall include the submission of proposed emergency menus for the provision of dry goods as approved by the LD or LN for a period of three (3) days. Further, the plan shall also include that the provision of meals, as practicable, or dry goods to clients be for a period of one (1) day to three (3) days during periods of officially declared emergencies or in preparation to local efforts in response to impending or actual disasters.

4.11 PACKAGING OF MEALS. Home-Delivered Meals shall be delivered and served in pre-packaged form, which are compartmentalized sealed containers. These sealed containers shall be sanitary, convenient, and able to maintain proper food temperature and should be clearly labeled identifying Bidder, their telephone number, the preparation date, funding source: DPH&SS, DSC, Title III C2, Older Americans Act, and the following statement: Complaints, Concerns, and Complaints, to include the delivery of meals earlier than 10:00 a.m. and later than 12:30 p.m., must be reported to the Bidder.

a. Hot food containers shall be firm, compartmentalized with each section sealed and deep enough to prevent the mixing of one type of food with another; sealed so that heat is retained and dust or foreign matter cannot enter; impermeable so that liquid does not soak through; disposable; easy to open; and made to be stacked for storing and carrying.

b. Dinnerware shall consist of three section heavy duty plates, heavy duty cups, as applicable; heavy duty forks, knives, spoons; and cups and bowls with fitted lids for soups, salads and fruit.

c. The Bidder shall ensure that breads, salads, desserts, juice, milk, and condiments are packed in compliance with health and sanitation laws.

d. The Bidder shall ensure cold foods are packed separately from hot foods.

e. The Bidder shall ensure that appropriate food containers and utensils for clients with disabilities are available to those clients recommended by CMS.

4.12 FOOD TEMPERATURE. The Bidder shall ensure hot foods are maintained at or above 140 degrees Fahrenheit and cold foods shall be maintained at below 40 degrees Fahrenheit, upon arrival to authorized clients.

4.13 DELIVERY OF MEALS. The Bidder shall ensure all meals are complete with meal order, properly packaged, labeled and ready for delivery to homebound authorized clients prior to leaving the central kitchen. The Bidder shall ensure meals be delivered no earlier than 10:00 a.m. and no later than 12:30 p.m., Monday through Saturday, except on holidays observed by the Government of Guam, or unless otherwise approved by the DPH&SS,

DSC, to the home settings.

a. ENP delivery staff shall not leave meals unattended if no one is home to receive it. Leaving the meal in a cooler or outside refrigerator is not permitted.

b. If the eligible individual is not home on a regular basis due to medical appointments, a willing neighbor may be authorized to receive the meal provided a consent form signed by the neighbor and approved by the CMS has been provided to the Bidder.

c. The Bidder shall ensure vehicles used in the delivery of meals are in compliance with the Guam Department of Public Health and Social Services (DPH&SS) Rules and Regulations Governing Eating and Drinking Establishments.

4.14

MEAL COMPLAINTS. The Bidder shall immediately report complaints regarding meals to the DPH&SS, DSC program coordinator assigned to oversee this program, as follows:

a. Meals not delivered within the designated delivery times.

b. Meals that exclude certain items or do not meet specified portions.

c. Meals appearing disarrayed, spoiled, contaminated or otherwise undrinkable or inedible.

d. Any meal determined spoiled or contaminated shall be reported in the Problems and Concerns and Proposed Solutions section of the Monthly Program Reports submitted to the DPH&SS, DSC.

4.15

INSPECTION REPORTS. The Bidder shall submit a copy of all inspection reports received from government agencies inclusive of Food Service Establishment Inspection Reports shall be provided to the DPH&SS, DSC no later than 10:00 a.m., the next working day following the inspection. A copy of all Food Service Establishment Inspection Reports received from the Division of Environmental Health, Department of Public Health and Social Services shall also be submitted to the President of the Elderly Nutrition Program Council within the same time period.

4.16

CLIENT FILES. All client files shall remain confidential. The Bidder shall maintain and update individual ENP client files which shall be retained for a period of three (3) years and shall include the ENP client's initial referral from the CMS or services with accompanying Intake, Profile and Referral Form and subsequent updates; Determine Your Nutritional Health (DYNH) assessment checklist and updates; Nutrition Services Service Plan (Special Meal Requirements), as applicable; Signed statement from their priest, rabbi, pastor, physician or licensed nutritionist as to what foods the client can or cannot consume; Current map to client's residence; Reports of accidents/incidents involving ENP clients and/or ENP Program staff, as applicable; and other documents as deemed necessary by the DPH&SS, DSC.

4.17

STANDARD OPERATING PROCEDURES. The Bidder shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan is submitted to the DPH&SS, DSC for review and approval within thirty (30) calendar days upon award of this IFB.

4.18

EMERGENCY MANAGEMENT PLAN. In an effort to protect the health, safety and welfare of clients, staff and volunteers, the Bidder shall visibly post emergency telephone numbers and the established emergency procedures, as applicable. The Bidder shall provide training to staff on procedures to be followed in the event of a:

a. fire/earthquake, to include a drill in which all staff members shall participate, with an evacuation plan visibly posted;

b. medical emergency, to include food poisoning situations;

c. physical threat, to include bodily harm situations;

d. severe weather or a natural disaster; and

e. power/water outages, etc.

4.19 The Bidder shall ensure the Emergency Management Plan include contingency plans to address manmade and natural disasters. The Bidder must have adequate storage and power back-up facilities, i.e. standby generator to ensure continuation to prepare meals for this food service program.

4.20 The Bidder shall conduct quarterly drills with staff in response to a fire, earthquake, health emergencies, medical emergencies, physical threat, vehicle accidents and power and/or water outages.

5.0 ELEMENTS OF STAFFING REQUIREMENTS, CERTIFICATION AND TRAINING

5.1 The Bidder shall ensure staff employed for the administration and operations of the ENP are qualified to execute their respective duties and responsibilities. Upon the awarding of the ENP, the Bidder shall provide DPH&SS, DSC with written Position Description for each position involved in the direct delivery of ENP Home-Delivered Meals service.

5.2 The Bidder shall ensure the following requirements be met by all staff prior to employment and be current, not expired or outdated, while employed with the ENP. Tuberculosis (TB) Clearance to be renewed annually; Original Police, Court, and Traffic Clearances updated every three (3) years; Original Police, Court, and Traffic Clearances for new staff shall be dated no earlier than ninety (90) days prior to employment; Possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized or certified vocational institution, in a specialized field required for the job; Annual Orientation to Title III programs and the Bureau of Adult Protective Services presented by the DPH&SS, DSC staff shall be met within the first month of each fiscal year, and new staff within thirty (30) days of employment; Current Health Certificates, which must be on the person, as required by the Division of Environmental Health, DPH&SS; and Annual completion of fire extinguisher and basic fire awareness training.

5.3 The Bidder shall maintain and update individual staff files of each ENP employee in its central office. The staff files shall include; current Tuberculosis (TB) clearance to be renewed annually; original Police, Court and Traffic Clearances updated every three (3) years; original Police, Court and Traffic Clearances for new staff which shall be dated no earlier than ninety (90) days prior to employment; High School Diploma or General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job; Documentation of attendance at Annual Orientation to Title III programs and the Bureau of Adult Protective Services by DPH&SS, DSC staff; Documentation of continuing education, certifications, training and workshops; copy of prior and current Health Certificates while employed with the ENP; Acknowledgement of completion of fire extinguisher and basic fire awareness training, as applicable; Acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278;

6.0 ELEMENTS OF STAFFING QUALIFICATIONS AND RESPONSIBILITIES

Acknowledgement of Bidder's Drug and Smoke-Free Workplace Policy; Acknowledgement of Bidder's Equal Employment Opportunity Policy; Acknowledgement of Bidder's Standard Operating Procedures that includes Emergency Management Plan; Completed Employment Application; Position Description; and Reports of accidents and/or incidents involving ENP staff affecting the care of clients or operation of the program and actions taken towards resolution.

6.1 The Bidder shall submit an Organizational Chart illustrating the placement of the ENP with relationship to all other programs and businesses under Bidder's organization.

6.2 The Bidder shall submit a Staffing Pattern and Position Description of all positions for the ENP. The Position Description shall contain minimum qualifications, abilities and responsibilities of persons assigned to provide the required services. All employed staff shall meet the minimum requirements set forth in their respective position description.

6.3 The Bidder shall not employ an individual for the ENP Home-Delivered Meal service if: He/she has been convicted of a felony within seven (7) years prior to the date of his/her initial employment with this program; or He/she has been convicted of a drug or alcohol offense.

6.4 The Bidder shall ensure ENP staff, with the exception of the Executive or Program Director, Program Manager, and Licensed Dietitian (LD) or Licensed Nutritionist (LN), possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a recognized accredited or certified vocational technical institution, in a specialized field required for the job. The Bidder has the option to retain ENP staff, with exception to those positions listed above or as otherwise specified in this IFB, who have been employed with the ENP for the past five (5) years without incident and who do not possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certified vocational technical institution, in a specialized field required for the job.

6.5 The Bidder shall ensure all services and activities provided by the ENP are performed in a professional, courteous, safe, and caring manner. Staff shall be sensitive, patient, and understanding in providing services to clients.

6.6 The Bidder shall provide a resume of the Executive or Program Director with at least five (5) years of experience in food service management who will be responsible for the overall management of the Elderly Nutrition Program and shall possess the experience, knowledge, and skills to accomplish the objectives of this IFB. Within ten (10) days of official notification of award of this IFB, Bidder must submit the name and copy of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

a. Maintaining current ServSafe Food Protection Manager Certification.

b. Planning and development in the delivery of program services.

c. Evaluation of program services and standards of operations.

d. Resource development and grant writing activities.

e. Fiscal management and budgeting.

f. Community and advisory group collaboration and relations.

g. Personnel management, training, and staff development.

h. Contractual compliance ensuring the efficiency, effectiveness and accountability of the Elderly Nutrition Program.

i. Shall not hold an executive position within the organization's board, as practicable.

6.7

The Bidder shall provide a resume of the Program Manager with at least three (3) years of experience in the food service industry; maintains a current ServSafe Food Protection Manager's Certification; and will ensure the daily operations of the nutrition program is performed in accordance with the agreed upon scope of services for this IFB. Within ten (10) days of official notification of award of this IFB, Bidder must submit the name and copy of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

a. Maintain current ServSafe Food Protection Managers Certification.

b. Ability in accessing and developing resources and services responsive to the needs of the target population to be served.

c. Ability in refining and improving operations, work processes and quality of services responsive to the needs of the target population to be served.

d. Ability to train and supervise, and develop the capacity of program staff and volunteers.

e. Ability to evaluate staff and the program for effectiveness, efficiency and accountability and ensure compliance with the scope of services of this Bid.

f. Ensure referrals are initiated with the appropriate Service Providers for clients requiring additional services.

g. Ability to maintain complete and accurate records and prepare reports in compliance with the ENP's reporting requirements or as required through direction from the DPH&SS, DSC.

6.8

The Bidder shall have access to services of a Guam Licensed Dietitian (LD) or Guam Licensed Nutritionist (LN), as needed, in order to comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture. Within ten (10) days of official notification of the award of this IFB, the Bidder shall submit the name and provide a copy of the license of the LD or LN (Ref. P. L. 25-192, Title 10 GCA, Chapter 12, Article 21, Part 2).

6.9

The Bidder shall ensure the ENP LD or LN is knowledgeable and capable of performing the following:

a. Provide technical assistance, as required by the Bidder, to areas relating to food service for the ENP including food service equipment, purchases, recipes, portion control, food cost controls, food packaging, food delivery systems, and hygienic food service techniques for the handling and preparing of food.

b. The LD or LN shall, on a quarterly basis, select and review ten (10) packaged meals prior to delivery to ensure specifications and requirements of the ENP are met. The Bidder shall submit a copy of the report documenting the findings and recommendations to address deficiencies identified in the review conducted by the LD or LN to the DPH&SS, DSC after each quarterly review.

7.0 ADMINISTRATIVE REQUIREMENTS

c. Shall attend the Elderly Nutrition Program Council meetings quarterly to offer nutritional advice and guidance.

6.10 The Bidder shall ensure that at least one (1) staff who possesses a current ServSafe Food Protection Manager's Certification is on duty throughout the operations of the ENP. Within ten (10) days of official notification of award of this IFB, Bidder must submit the name(s) and copy(ies) of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

6.11 The Bidder shall ensure all ENP delivery staff is properly licensed by the Department of Motor Vehicle, Government of Guam.

6.12 The Bidder shall ensure the ENP Delivery staff are knowledgeable and capable of performing the following:

a. ENP delivery staff shall place a door hanger or similar product at the home of the authorized client indicating the ENP delivery staff was present to deliver the meal and no one was home to receive the meal.

b. ENP delivery staff shall physically see the authorized client at least three (3) times per week to ensure the client is safe.

c. ENP delivery staff shall, upon returning to the office, report to the ENP Program Manager significant changes in the authorized client's condition or non-delivery of meals to the authorized client for two (2) consecutive days who in turn will notify the CMS for their follow up.

d. ENP delivery staff shall, upon returning to the office, report to the ENP Program Manager significant abuse of the Elderly Nutrition Program who in turn will notify the DPH&SS, DSC.

7.1 REQUESTS FOR INFORMATION. Requests for Information by the DPH&SS, DSC shall be acted upon in a professional manner and submitted to the DPH&SS, DSC within five (5) working days unless otherwise specified in the request. Corrections to information requested shall be submitted as specified by the DPH&SS, DSC.

7.2 IMPROPER ACTIVITIES OF ENP STAFF. The Bidder shall report in writing to the DPH&SS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement by their employees which affects the ENP. The Bidder shall file a report with the appropriate authorities and a copy shall be provided to DPH&SS, DSC.

7.3 COMPLAINTS, PROBLEMS, AND CONCERNS. The Bidder shall attempt to remedy non-urgent complaints, problems and concerns of clients with other service providers, vendors or health and human service agencies prior to reporting the matter to the DPH&SS, DSC. Complaints and concerns that cannot be resolved to the mutual satisfaction of all parties shall be reported in writing to the DPH&SS, DSC for assistance and guidance. Urgent complaints, problems, and concerns requiring immediate attention shall be reported to the DPH&SS, DSC as soon as possible with written communications to be submitted by 10:00 a.m. the next business day or as determined by the DPH&SS, DSC upon being notified. This shall include complaints filed against the Bidder with local or Federal agencies by clients or staff. Written notices for information or corrective action, issued by the DPH&SS, DSC, to the Bidder, shall be acted upon within five (5) working days upon receipt of notification or as specified by the DPH&SS, DSC.

ACCIDENTS AND INCIDENTS. The Bidder shall ensure all accidents and incidents involving injury to individuals and/or damage to property are verbally reported to the DPH&SS, DSC as soon as possible with written report submitted the following working day if it is not practicable to submit the report of the accident and/or incident the same day it occurred. A copy of reports, i.e., GPD, GFD, GMH, Mayor, etc., issued regarding the accident and/or incident shall be submitted to the DPH&SS, DSC no later than the next working day following its receipt by the Bidder. Acts of vandalism to any vehicle or facility used in the ENP shall be reported to the DPH&SS, DSC in the same manner.

STAFF IDENTIFICATION. The Bidder shall issue each staff a numbered photo identification card that shall be worn in clear view while on duty.

PROPER HYGIENE AND DRESS CODE. The Bidder shall ensure all staff practice good hygiene and maintain a professional appearance. They are required to be neat, clean, and well-groomed and are expected to serve as role models in the upkeep of one's personal hygiene. The staff shall wear clothing that is professional in appearance. Staff providing direct services to clients shall wear closed-toed shoes for safety. The staff who perform custodial or maintenance work are allowed to wear denim pants. All other staffs are to dress professionally.

MANAGEMENT PERSONNEL. Management personnel shall be knowledgeable of the provisions of the Bidder's Agreement with the DPH&SS, DSC and be provided copies of the Agreement and approved purchase order. The absence of the ENP Executive or Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPH&SS, DSC naming the person(s) authorized to act on their behalf and the expected duration of the appointment.

PROGRAM REPORTING REQUIREMENTS. It is a requirement that Bidders provide invoices and reports on standard DPH&SS, DSC Elderly Nutrition Program Forms. The Forms are named as follows: (Refer to Attached Sample Forms)

a. Monthly Program Report (Transmittal) Form (See Sample Form Attachment "A")

b. Invoice Form

c. Monthly Meal Record and Meal Breakdown Form (See Sample Form Attachment "B")

d. Accounts Receivable Activity Report Form (See Sample Form Attachment "C")

e. Program Income Report Form (See Sample Form Attachment "D")

f. Program Income Expenditure Report Form (See Sample Form Attachment "E")

g. Monthly Statistical Report Form (See Sample Form Attachment "F")

h. Monthly Program Summary Form (See Sample Form Attachment "G")

i. Release of Claims Statement Form (See Sample Form Attachment "H")

j. Intake Profile and Referral Form (See Sample Form Attachment "I")

k. Intake, Profile and Referral Record Change and Service Update Form (See Sample Form Attachment "J")

l. Determine Your Nutritional Health Form (See Sample Form Attachment "K")

(See Sample Form Attachment "L")

MONTHLY PROGRAM REPORT. The Bidder shall meet with DPH&SS, DSC staff within the first week of being notified of being awarded the ENP to be orientated on the Forms to be completed to satisfy the required

8.0 PROGRAM MONIES

Program Reporting Requirements. The Bidder shall ensure all monthly fiscal program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPH&SS, DSC.

a. The Monthly Program Reports are due no later than ten (10) working days after the end of each reporting month, with the exception of the September Reports or for the month being reported on in which the contract expires, which are due no later than five (5) working days after the end of either the fiscal year or the expiration of the contract.

b. The September Reports or for the month being reported on in which the contract expires and is either being renewed or awarded to the same Vendor shall also include Release of Claims Statement and listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Bidder shall include traffic citations and violations.

8.1 SERVICE CONTRIBUTIONS. The Bidder shall comply with the provisions of the Older Americans Act of 1965, as amended, and provide each eligible individual with an opportunity to voluntarily contribute to the cost of the ENP, a service contribution as defined in 45 CFR Part 1321.67 (Service Contribution). The Bidder shall in keeping with 45 CFR Part 1321.67 clearly inform each eligible individual that there is no obligation to contribute and that the contribution is purely voluntary; protect the privacy and confidentiality of each eligible individual with respect to the ENP eligible individual's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible individual shall be denied a service because the eligible individual will not or cannot contribute to the cost of the service. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC.

8.2 PROGRAM INCOME. The Bidder shall safeguard Program Income generated in support of the ENP, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. The Bidder shall establish as part of their Standard Operating Procedures written procedures that safeguard and account for all contributions, donations and fundraising activities in support of the program. All income received and spent shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC.

8.3 UNEXPENDED SERVICE CONTRIBUTIONS AND PROGRAM INCOME. Unless approval is granted by the DPH&SS, DSC, Service Contributions and Program Income Funds shall be expended within the current contract period of each fiscal year (Funds). Funds not expended within each fiscal year may be used to reduce the Bidder's monthly invoiced amount, unless granted by DPH&SS, DSC, for the Bidder to carry over the unexpended Funds into the next fiscal year. In the event the ENP contract is terminated, not renewed or expires, all unexpended Funds is immediately due within five (5) working days, payable to the DPH&SS, DSC or to the new Bidder, as directed by DPH&SS, DSC. In the event unexpended Funds is not forwarded, the Bidder's final invoice shall be reduced by DPH&SS, DSC as an offset in an amount equal to the Funds not paid to the DPH&SS, DSC or to the new Bidder, as directed by DPH&SS, DSC.

9.0 INSURANCE COVERAGE

9.1 The Bidder shall maintain and furnish the DPH&SS, DSC evidence of insurance coverage to protect the integrity of the program. A copy of all claims filed by the Bidder shall be provided within no more than two (2) working days to the DPH&SS, DSC.

10.0 PROGRAM PENALTIES

10.1 MEAL DELIVERY AND SPECIFICATION COMPLIANCE. Meals shall be delivered no earlier than 10:00 a.m. and no later than 12:30 p.m., unless otherwise approved by the DPH&SS, DSC. The DPH&SS, DSC may assess a penalty from the cost of the total number of meals served for early or late delivery of meals based on the following schedule:

- a. 10 to 15 minutes early or late – 20%
- b. 16 to 20 minutes early or late – 25%
- c. 21 to 30 minutes early or late – 40%
- d. 31 minutes early – 100%
- e. 31 minutes late – \$25.00 penalty per meal

10.2 MEAL EXCLUSION, SPOILAGE, INEDIBLE. The DPH&SS, DSC may assess a penalty based on the following percentages of the cost of the total number of meals served that day from the impacted area(s) from the meal price when any item on the menu is excluded, determined to be spoiled, does not meet the specified portions, is undrinkable or is otherwise inedible and is not replaced within the meal delivery time:

- a. 30% for meat, seafood, poultry, soup (or other main entrée)
- b. 20% for rice, bread, mashed potatoes, roll, fruit, vegetable/salad, milk
- c. 5% for salad dressing, condiments, margarine/butter

10.3 ADMINISTRATIVE. In the event the initial submission of the Monthly Program Reports are incomplete, inaccurate or missing, and upon being notified by the DPH&SS, DSC, the Bidder shall have three (3) working days to submit or resubmit the required reports, and upon being cleared by the DPH&SS, DSC, no penalties will be applied. If further corrections to the Monthly Program Reports are needed, the DPH&SS, DSC will assess a penalty of half of one percent (.005) for incomplete, inaccurate or late submission of any of the required Monthly Program Reports and shall be calculated after any disallowed costs to the monthly invoice amount is applied.

10.4 PERSONNEL AND CLIENT FILES AND RECORDS. Personnel and client files and records shall be kept current and filed accordingly. The Bidder shall have three (3) working days to correct personnel and client files and records identified to be incomplete, inaccurate, missing, outdated or expired. After the third work day has passed and the Bidder has not rectified the identified deficiency to the satisfaction of the DPH&SS, DSC, the Bidder will be assessed a flat penalty of Twenty-Five Dollars (\$25.00) for each personnel and client files and records identified to be deficient.

10.5 ANNUAL AUDIT. The Bidder will be assessed a penalty of Five Hundred Dollars (\$500.00) for each month the annual audit is submitted late to DPH&SS, DSC. The payment of the penalty shall not be derived from Service Contributions received or Program Income funds generated through this program. The payment shall be made payable to the DPH&SS, DSC and shall be the responsibility of the Bidder. The penalty

11.0 COMPENSATION FOR SERVICES

11.1 For Fiscal Year 2014, the Elderly Nutrition Program Home-Delivered Meals nutrition services being acquired is funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, As Amended, Grant Number: 14AAGUT3HD, Catalog of Federal Domestic Assistance (CFDA) Number 93.045, Title III C2 and local Government of Guam funds being allotted, allocated and certified.

11.2 UNAUTHORIZED SERVICES. Any unauthorized services rendered by the Bidder shall be considered a disallowed cost and shall be deducted from the monthly invoice. Any cost above the agreed amounts shall be at the expense of the Bidder.

11.3 Under no circumstances shall the cost per meal exceed the agreed upon cost per meal in this Agreement, nor shall the number of meals invoiced exceed the number of meals ordered.

11.4 Payment shall be based upon costs submitted less penalties and/or disallowed costs. Compensation based upon the aggregate of the costs submitted may be less than the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.

11.5 The Bidder will be compensated upon the clearance of monthly invoices by DPH&SS, DSC. In any reporting month and there exist a discrepancy in the statistical, narrative or financial reports submitted by the Bidder, ten percent (10%) of the invoice amount after applying any penalties and/or disallowed costs will be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC. Upon being notified by DPH&SS, DSC that the discrepancy has been resolved, the Bidder shall submit an invoice for the remaining ten percent (10%) to be processed accordingly.

12.0 SPECIAL TERMS AND CONDITIONS

12.1 MANDATORY USE OF PROGRAM DATABASE. The Bidder shall be required to utilize the Guam GetCare system which is funded through the Aging Disability Resource Center (ADRC) to ensure a unified automated information system that supports and promotes a coordinated and comprehensive system of care is maintained. The Bidder shall ensure that their staff attend training, maintain and enter data, generate reports and conduct all necessary transactions to comply with the reporting requirements of the ENP. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DSC and/or the software company contracted to maintain the system at no cost to the Bidder, with the exception of staff time to attend the orientation, training and technical assistance activities in support of the Program Database. **Failure to comply with this section shall result in non-payment to the Bidder.**

12.2 PROGRAM DATABASE INFORMATION SYSTEM. The software and hardware of the Program Database is currently funded by the ADRC Project grantee. The Bidder shall be granted access upon being awarded this

12.3 GRANTOR RECOGNITION. The Bidder shall ensure recognition of the role of the grantor agency in providing services through this IFB. When a press release is issued or interview is given for any activity funded in whole or in part through this IFB, reference shall be given as to the funding source and funding agency. The Bidder shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPH&SS, DSC to include all activities, facilities, and items utilized pursuant to this IFB. For example, "This project is made possible through funds under Title III C2, Older Americans Act of 1965, as amended in 2006, administered by the Department of Public Health and Social Services, Division of Senior Citizens." All advertisements by the Bidder about the ENP shall be submitted to the DPH&SS, DSC prior to distribution to the general public and local media.

12.4 ELDERLY NUTRITION PROGRAM COUNCIL. The Bidder's Executive or Program Director or Program Manager shall attend the Elderly Nutrition Program Council meetings to discuss the menus for the current, previous, and following month, recommend menu changes and respond to questions, concerns and complaints of the ENP clients. Recommendations made by the Bidder or the Elderly Nutrition Program Council for serving cold meals, i.e., sandwiches, must be approved in writing by the DPH&SS, DSC prior to being served. At a minimum, on a quarterly basis, the LD or LN employed by the Bidder shall attend the Elderly Nutrition Program Council meeting.

12.5 PROGRAM INPUT. The Bidder shall design a system that will allow clients or their family and caregiver an opportunity to express their thoughts on ENP services. The Executive or Program Director shall address each suggestion on a weekly basis and provide feedback through either a newsletter or open letter listing the suggestions received and the action taken, proposed action to be taken and the individual or organization that will be responsible to address or respond to the suggestion presented.

12.6 STANDARDS OF CONDUCT. The Bidder shall uphold the highest standards of conduct of their staff in administering services to the elderly. All staff shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from clients or their families.

12.7 ACTIVITIES OF PERSONNEL. The Bidder shall ensure the Bidder or its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)]. Further, the Bidder shall ensure the Bidder or its employees do not intentionally identify the Title III Aging program or the Bidder with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].

12.8 REMOVAL AND TERMINATION OR SUSPENSION OF PROGRAM PERSONNEL. The DPH&SS, DSC, retains the absolute right and authority to demand removal and termination or suspension from the ENP for reasonable cause; any personnel furnished by the Bidder when DPH&SS, DSC determines this management intervention is required to be executed to safeguard the ENP. A disregard of Federal and local laws, regulations, policies, and non-compliance or non-performance with a contracted provision or provisions, but not limited to, shall be considered reasonable cause. The Bidder's personnel policy and procedures used in the management of their personnel shall include this provision.

12.9 TERMINATION FOR NON-COMPLIANCE WITH REGULATORY REQUIREMENTS. In the event the Bidder who is awarded this IFB for the provision of ENP Nutrition Services is issued a "C" rating from the Division of

Environmental Health, DPH&SS or is issued a "Stop Order" by the Guam Fire Department, the awarded Vendor may be terminated as the Vendor of the ENP Nutrition Services.

12.10 DUPLICATION OF SERVICES. The Bidder shall ensure that all ENP nutrition services are provided in an efficient and effective manner and where possible coordinated with other appropriate community service providers.

12.11 REPORT OF ABUSE OR NEGLECT OF SENIORS AND ADULTS WITH A DISABILITY. The Bidder shall immediately make a verbal report of suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within forty-eight (48) hours to the Bureau of Adult Protective Services, DSC or its contracted Service Provider of the Emergency Receiving Home with a Crisis Intervention Hotline. (Ref. P.L. 31-278, Title 10 GCA, Chapter 2).

12.12 REPORT OF ABUSE OR NEGLECT OF CHILDREN. The Bidder shall immediately make a verbal report of suspected cases of abuse or neglect of children and provide a written report within forty-eight (48) hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 10 GCA, Chapter 88).

12.13 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The Bidder shall comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.

12.14 SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT. The Bidder shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of Social Security numbers (Ref. P.L. 28-95, Title 5 GCA, Chapter 32, Article 7).

12.15 ALCOHOL-FREE EVENTS. The Bidder shall ensure events funded or sanctioned through the ENP are "Alcohol Free" events.

12.16 CLIENT CONFIDENTIALITY. The Bidder shall ensure information obtained directly or indirectly from clients be kept confidential and cannot be released in a form that identifies the client without the informed consent of the client, or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies (Ref. 45 CFR 1321.51). [Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E].

12.17 PROGRAM TRANSITION. All steps shall be taken by the Bidder to ensure a smooth and professional transition of the ENP to prevent any interruption of services to the clients and to preserve the integrity of the ENP.

a. The Bidder, who has not been awarded a new contract or renewal of an existing contract under the ENP, shall immediately prepare to relinquish all program related information, files, equipment, service contributions and program income balances and all other operational, administrative, and service documents and/or items to the new vendor.

b. The DPH&SS, DSC shall oversee the transfer of all program related information, files, equipment, monies, etc., to the new vendor.

12.18 FINANCIAL MANAGEMENT SYSTEM. The Bidder shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management. The Bidder shall ensure their accounting system shall

permit timely development of all necessary cost data in the form required by the DPH&SS, DSC and is in accordance with generally accepted accounting principles (Ref. Title 5 GCA, Chapter 5, Article 3, Part E, §5236).

12.19 FILES AND RECORDS MAINTENANCE. All files and records pertaining to the ENP, both programmatic and financial, shall be accurate and complete and made accessible to the DPH&SS, DSC and its authorized representatives and are, at a minimum, subject to audit, monitoring, and evaluation.

12.20 MONITORING. Unannounced monitoring of the Elderly Nutrition Program by the DPH&SS, DSC shall not be denied by the VENDOR. Monitoring may include, but is not limited to, on-site observations of activities and/or staff, facility inspections, and discussions with clients regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPH&SS, DSC.

12.21 CLIENT SURVEY. The Bidder shall conduct a client survey to gauge the clients' perceptions of nutrition services rendered through the ENP. At a minimum, the survey should include feedback on the quality and taste of food, presentation of food, packaging of meals, timeliness of meals delivered, the personal hygiene and dress code of the delivery staff, and the strength and weaknesses of the ENP. The first survey shall be submitted to the DPH&SS, DSC in July 2014 for the service period rendered in FY2014 and the second and third surveys shall be submitted in July for Fiscal Years 2015 and 2016.

12.22 EVIDENCE OF PAYMENT. The Bidder shall ensure a copy of receipt of payment for services is provided to the DPH&SS, DSC within twenty-four (24) hours of receipt.

13.0 AUDIT

13.1 It is a requirement that Bidders who are *non-profit* or *for-profit* organizations are in compliance with Office of Management and Budget (OMB) Circular A-133.

13.2 The Office of Management and Budget (OMB) Circular A-133 requires a *non-profit* organization that expends \$500,000.00 or more per year under Federal grants, cooperative agreements, and/or procurement contracts to have an annual audit by a public accountant or a Federal, State, or local governmental audit organization. The audit must meet the standards specified in Generally Accepted Government Auditing Standards (GAGAS).

13.3 A *for-profit* organization is required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000.00 or more under one or more U.S. Department of Health and Human Services (HHS) awards (as a sub-recipient). Title 45 CFR, Part 74.26(d) incorporates the thresholds and deadlines of OMB Circular A-133 but provides *for-profit* organizations two options regarding the type of audit that will satisfy the audit requirements. The *for-profit* organization may either have: A *Financial-Related Audit* as defined in, and in accordance with, the Government Auditing Standards, commonly known as the "Yellow Book", (GPO Stock #020-000-00-265-4) of all the HHS awards; or An *Audit* that meets the requirements of OMB Circular A-133.

13.4 The Bidder shall prepare and provide to the DPH&SS, DSC within 30 days upon official notification of award of this IFB, a copy of their engagement with a Certified Public Accountant firm to perform the independent audit of the ENP. This audit shall be completed and forwarded to the DPH&SS, DSC, no later than March 31st proceeding September 30th of each contract term.

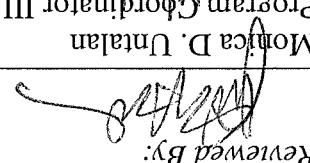
- 13.5 The Bidder shall prepare and provide supporting documents to resolve any questioned costs or material weaknesses identified in the annual audit.

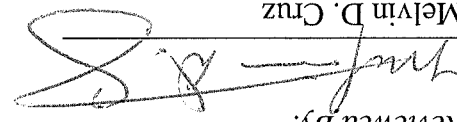
- 13.6 The Bidder is responsible for any questioned costs not resolved at the end of the Agreement year and remains the responsibility of the Bidder awarded said Agreement, even if the Bidder is not awarded the new IFB. The amount due resulting from any questioned costs shall be due to the DPH&SS, DSC within ninety (90) days upon notification by the DPH&SS, DSC, unless otherwise agreed upon by the DPH&SS, DSC and the Bidder.

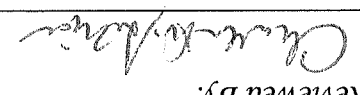
- 13.7 The Bidder is responsible for any questioned costs not resolved which shall result in a deduction in the contractual amount of the entire amount questioned from the agreed upon value of the negotiated Renewal or the negotiated new Agreement awarded to the same Bidder.

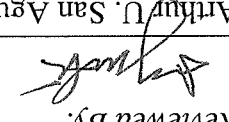
- 13.8 The Bidder on which the contract expires shall submit the annual audit to the DPH&SS, DSC no more than six (6) months after the end of the contract's expiration. This provision is specific to the final service year for nutrition services of the ENP and is not to be misconstrued as to negate the requirement of submitting the annual audits for the first two (2) service years.

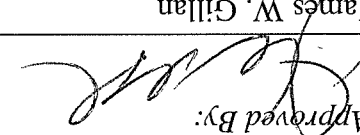
The above Elderly Nutrition Program, Home-Delivered Meals Bid Specifications were drafted by personnel of the DPH&SS, DSC to include, but not limited to the Senior Citizens Administrator, Program Coordinator IV, and Program Coordinator III.

Reviewed By: 
Monica D. Untalan
Program Coordinator III
Date: 11/21/13

Reviewed By: 
Melvin D. Cruz
Program Coordinator III
Date: 11/21/13

Reviewed By: 
Charlene D. San Nicolas
Program Coordinator IV
Date: 11/21/13 CSN

Reviewed By: 
Arthur U. San Agustin, MHR
Senior Citizens Administrator
Date: 11-21-13

Approved By: 
James W. Gillan
Director, DPHSS
Date: 11.6.14

SAMPLE BID FORM ATTACHMENT "A"

DSC 2014 – ENP C2

<p>DATE OF SUBMISSION:</p>	
<p>SUBMITTED BY:</p> <p>VENDOR'S NAME:</p>	
<p>APPROVED BY:</p> <p>NAME OF EXECUTIVE OR PROGRAM DIRECTOR & SIGNATURE:</p>	
<p>REVIEWED BY:</p> <p>NAME OF PROGRAM MANAGER & SIGNATURE:</p>	

<p>MONTHLY PROGRAM REPORT FY - TRANSMITTAL FORM</p>	<p>ELDERLY NUTRITION PROGRAM</p> <p><input type="checkbox"/> HOME-DELIVERED MEALS – C2</p> <p>MONTH:</p> <p>SELECT ONE:</p> <table border="1"> <tr> <td><input type="checkbox"/> DEC</td> <td><input type="checkbox"/> MAR</td> <td><input type="checkbox"/> JUN</td> <td><input type="checkbox"/> SEP</td> </tr> <tr> <td><input type="checkbox"/> NOV</td> <td><input type="checkbox"/> FEB</td> <td><input type="checkbox"/> MAY</td> <td><input type="checkbox"/> AUG</td> </tr> <tr> <td><input type="checkbox"/> OCT</td> <td><input type="checkbox"/> JAN</td> <td><input type="checkbox"/> APR</td> <td><input type="checkbox"/> JUL</td> </tr> </table>	<input type="checkbox"/> DEC	<input type="checkbox"/> MAR	<input type="checkbox"/> JUN	<input type="checkbox"/> SEP	<input type="checkbox"/> NOV	<input type="checkbox"/> FEB	<input type="checkbox"/> MAY	<input type="checkbox"/> AUG	<input type="checkbox"/> OCT	<input type="checkbox"/> JAN	<input type="checkbox"/> APR	<input type="checkbox"/> JUL
<input type="checkbox"/> DEC	<input type="checkbox"/> MAR	<input type="checkbox"/> JUN	<input type="checkbox"/> SEP										
<input type="checkbox"/> NOV	<input type="checkbox"/> FEB	<input type="checkbox"/> MAY	<input type="checkbox"/> AUG										
<input type="checkbox"/> OCT	<input type="checkbox"/> JAN	<input type="checkbox"/> APR	<input type="checkbox"/> JUL										

SAMPLE BID FORM ATTACHMENT "B"

DSC 2014 - ENP C2

FY- _____ INVOICE				
FROM: (Name of Vendor) ENP Home-Delivered Meals - C2	TO: Department of Public Health and Social Services 123 Chalan Kareta Mangilao, Guam 96913-6304 Account # _____ Contract # _____ Vendor # _____			
ADDRESS: (Address of Vendor)	ORDER OF AGREEMENT NO. _____ _____ _____			
INVOICE NO. _____	DATE: _____			
ITEM NO.	ARTICLES OF SERVICES	QUANTITY	UNIT	AMOUNT
	ENP C2 Home-Delivered Meals served for the month of:			
TOTAL MEALS: 0 TOTAL COST: \$ -				
SERVICES HAVE BEEN RENDERED:				
Allotment Charge:				
Arthur U. San Agustin, MHR Administrator, Division of Senior Citizens		Date: _____		
I CERTIFY that this invoice is correct, just, and that payment therefore has not been received.		James W. Gillian Director, DPH&SS Date: _____		
APPROVED FOR PAYMENT:		Tommy C. Taltague Certifying Officer, DPH&SS Date: _____		

SAMPLE BID FORM ATTACHMENT "D"

DSC 2014 - ENP C2

FY- _____ ACCOUNTS RECEIVABLE ACTIVITY REPORT (Name of Vendor) ELDERLY NUTRITION PROGRAM - HOME-DELIVERED MEALS (C2) FOR THE MONTH ENDING:					
MONTH	INVOICE NUMBER	MONTHLY RECEIVABLES	MONTHLY RECEIVABLES	YEAR-TO-DATE PAID	MONTH
		AMOUNT	AMOUNT	AMOUNT	
October		BALANCE DUE	BALANCE DUE	BALANCE DUE	October
		\$ -	\$ -	\$ -	November
		\$ -	\$ -	\$ -	December
		\$ -	\$ -	\$ -	January
		\$ -	\$ -	\$ -	February
		\$ -	\$ -	\$ -	March
		\$ -	\$ -	\$ -	April
		\$ -	\$ -	\$ -	May
		\$ -	\$ -	\$ -	June
		\$ -	\$ -	\$ -	July
		\$ -	\$ -	\$ -	August
		\$ -	\$ -	\$ -	September
		\$ -	\$ -	\$ -	TOTAL AMOUNT

Vendor: (Name of Vendor)

Program: Elderly Nutrition Program (ENP) C2 - Home-Delivered Meals

A. CLIENT COUNT		Month Total	YTD						
1.	Clients Served this Month: Beginning of Fiscal Year (Excluding New Clients Served)								
2.	Total Intake, Profile and Referrals (IPRs) Form Received		0						
3.	Total IPRs Determined to be Ineligible		0						
4.	New Clients Served a. From IPRs..... b. From Returned to Active Status (New this FY)..... c. From Waiting List..... d. New Clients Served for this month..... =	0	0						
5.	Total Unduplicated Active Clients for the Month (Add Month Total Lines 1 & 4 inclusive of Clients Returned to Active Status this FY)	0							
6.	Total Unduplicated Clients Registered for Fiscal Year		0						
CLIENTS ACTIVITY									
7.	Waiting List (Clients not receiving any services) a. YTD from previous month..... b. NEW Clients added to the Waiting List..... c. Enter the value from Box 4c..... d. Removed from Wait List (no service provided)..... e. Total Waiting List for this month..... =	0							
Aggregate		0							
B. UNITS OF SERVICE		Month Total	YTD						
1.	Nutrition Counseling (1 Session/Client)		0						
2.	Number of Regular Meals Served		0						
3.	Number of Special Meals Served: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>a. Mechanical (Chopped)</td> <td>d. Religious</td> </tr> <tr> <td>b. Pureed (Blenderized)</td> <td>e. Vegetarian</td> </tr> <tr> <td>c. Health</td> <td></td> </tr> </table>	a. Mechanical (Chopped)	d. Religious	b. Pureed (Blenderized)	e. Vegetarian	c. Health		0	0
a. Mechanical (Chopped)	d. Religious								
b. Pureed (Blenderized)	e. Vegetarian								
c. Health									
4.	Number of Meals Served to Spouse (regardless of age) and/or Caretaker of Eligible Individual [as approved by DPH&SS, DSC].		0						
5.	Number of Meals Served to Individuals with a Disability residing in the household (who meet Federal criteria) [as approved by DPH&SS, DSC].		0						
6.	Total Meals Served (add lines 2, 3, 4 & 5)	0	0						

SAMPLE BID FORM ATTACHMENT "G" Page 1 of 2

Vendor: _____ (Name of Vendor)
 Program: _____ Elderly Nutrition Program (ENP) C2 - Home-Delivered Meals

C. CLIENTS' ETHNICITY		(Total Clients = Line A1 of Page 1)	New This Month	YTD
Freely Associated States Clients				
1A.	a. Chamkese			0
	b. Kosraean			0
	c. Pohnpeian			0
	d. Yapese			0
	e. Marshallese			0
	f. Palauan			0
	Total FAS Clients (Add lines 1A - a through f)		0	0
NAPIS (National Aging Program Information System) Reporting Requirements				
2.	American Indian or Native Alaskan			0
Asian:				
	a. Cambodian			0
	b. Chinese (inclusive of Taiwanese)			0
	c. Indian			0
	d. Japanese (inclusive of Okinawans)			0
	e. Korean			0
	f. Malaysian			0
	g. Pakistani			0
	h. Filipino			0
	i. Thai			0
	j. Vietnamese			0
3B.	Total Asian Clients (Add lines 3A - a through j)	0	0	0
4.	Black or African American			0
5.	Hispanic or Latino			0
Native Hawaiian or other Pacific Islander				
	a. Chamorro (Guam)			0
	b. Hawaiian			0
	c. NMI (person having origins from Saipan, Rota or Tinian)			0
	d. Samoan			0
	e. Carolinian			0
	f. FAS Clients (post the sum of line 1B here)	0	0	0
6B.	Total Native Hawaiian or other Pacific Islander (Add lines 6A - a through f)	0	0	0
7.	White			0
8.	Total Clients (Equals the sum of lines 2, 3B, 4, 5, 6B and 7)	0	0	0
D. CITIZENSHIP				
		Month Total	YTD	
U.S.				0
NON - U.S.		Month Total	YTD	0

FY- _____ MONTHLY PROGRAM SUMMARY
 (Name of Vendor)
 ELDERLY NUTRITION PROGRAM
 HOME-DELIVERED MEALS – C2
 (Month – Year)

PROGRAM SUMMARY:

Monthly Reports with transmittal page signed by the Program Director and Program Manager shall be complete, accurate, and received by the DPH&SS, DSC in the format provided no later than ten (10) working days after the end of each reporting month, with the exception of the September Reports that are due no later than five (5) working days after the end of the fiscal year and shall include:

A. Activities Section

- 1) Training, workshops, conferences and presentations attended by staff (include names of staff, dates attended, titles, presenters and locations)

Name of Staff / Volunteer / Student Intern	Date	Title	Presenter	Location

- 2) Accomplishments including presentations given

- 3) Suggestion Box Feedback

B. Complaints, Problems and Concerns and Proposed Solutions:

- 1) From Eligible Clients

- 2) From Staff

- 3) Regarding Services Provided

C. Program Accomplishments: Provide a description highlighting the results achieved by the VENDOR.

DSC 2014 – ENP C2

SAMPLE BID FORM ATTACHMENT "H" Page 1 of 2

D. Plans for Next Month

1) Staff and Volunteers Training Plan

2) Management Plan

E. Clients Listing: *Current year-to-date list of participants in alphabetical order containing the following information:*

- 1) Full Name (last name, first name, middle initial)
- 2) Social Security Number
- 3) Date of Birth
- 4) Telephone Number
- 5) Home Address
- 6) Ethnicity
- 7) Profile (client, caregiver or child with disability)
- 8) Units of Service (Number of congregate meals provided for the reporting month)

FY- _____ RELEASE OF CLAIMS STATEMENT

CONTRACT: _____ (Name of Vendor)

PROGRAM NAME: ELDERLY NUTRITION PROGRAM: HOME-DELIVERED MEALS COMPONENT

CONTRACT NO.: _____

KNOWN ALL MEN BY THESE PRESENTS:

In consideration of the promise and the sum of, the total amount of which will not exceed _____ lawful money of the United States of America and _____ of which has been paid and _____ under the above mentioned contract, the undersigned Contractor does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge the Government of Guam, its officers, agents and employees of and from all liabilities, obligations and claims whatsoever in law and equity under or arising out of said contract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____

WITNESS:

PRINT NAME _____

BY: _____

CONTRACTOR

SIGNATURE _____

TITLE: _____

CERTIFICATE

I, _____ of the _____ Corporation as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was the _____ of the Corporation by authority of its governing body and is within the scope of its corporate powers.

NAME AND SIGNATURE _____

DATE: _____

DSC 2014 - ENP C2

SAMPLE BID FORM ATTACHMENT "1"

**SENIOR CITIZENS AGING SERVICES FY-2014
INTAKE, PROFILE AND REFERRAL (IPR) FORM**

INSTRUCTIONS

- ♦ **SIGNATURE:** The signature of the client or responsible party is required before services can be provided.
- ♦ **SPECIAL ACCOMMODATIONS:** Clients requiring special accommodations shall inform the program in advance of their requirements.
- ♦ **SECTION B:**
 - **Case Management Services.** Case Management Services Program, at a minimum, conducts an assessment to individuals requesting Adult Day Care Services, In-Home Services and Home-Delivered Meals. Entry into these programs shall not be permitted before an assessment is made and eligibility established by Case Management Services.
 - **Transportation Services.** In order to meet demands, clients requesting transportation shall make reservations with the Transportation Services Program in advance for service. If the date requested cannot be accommodated, the Transportation Services Program shall recommend an alternate date. Requests for persons using wheelchairs or having a Personal Assistant/Personal Care Attendant shall be made in the same manner, whether for Center participation or to and from medical appointments, etc.
 - **Elderly Nutrition Program.** To the extent practicable, meals are adjusted to meet special dietary needs of eligible participants, and shall be supported by a statement from the client's doctor or religious leader stating the necessity for special meals. Mechanical (chopped) or pureed (blended) meals are not classified as special meals and shall be provided to the client at their request.
- ♦ **FORM:** This form is an Intake Profile and Referral (IPR) Form, and not an Assessment Form. Profile characteristics are used in developing new programs to meet the needs of the elderly. Each Service Provider may have their own Assessment Form for their specific programs.
- ♦ **DATA RETENTION:** Client data is inputted and retained in a main registry.
- ♦ **SSN:** If a client does not provide a Social Security Number (SSN) then leave the space blank.
- ♦ **INCOME LEVEL:** The Income Level is based on the U.S. Department of Health and Human Services Poverty Guidelines and shall be completed before the Intake, Profile and Referral Form can be processed.
- ♦ **PRIORITIZATION OF SERVICES:** Based on the need to activate prioritization of services, the number of persons to be served will be determined by the existing conditions of clients enrolled in a program and those on a wait list at the time of implementation. Information on mobility, support system, housing condition, activities of daily living, health status and financial assets is collected should prioritization of services be necessary.
- ♦ **REFUSAL TO ANSWER:** Should a client refuse to answer a certain question, leave it blank. In the comments section, list the reason for not answering the question. This does not apply to Income Level.

**FOR ADULT PROTECTIVE SERVICES (APS)
REFERRALS, PLEASE CONTACT
735-7421 / 7415 OR
EMERGENCY RECEIVING HOME,
24-HOUR CRISIS
INTERVENTION HOTLINE
AT 632-8853
TWENTY-FOUR HOURS A DAY
SEVEN DAYS A WEEK.**

SAMPLE BID FORM ATTACHMENT "J" Page 1 of 7

A. CLIENT IDENTIFICATION	
Last Name	
First Name	
Middle Name	
Nickname	
Social Security No.	
Email Address	
Homeless	<input type="checkbox"/> Yes <input type="checkbox"/> No
Receives care from NFCSP client	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requires Assistance in an Emergency	<input type="checkbox"/> Yes (Specify) <input type="checkbox"/> No
Home Address	
Mailing Address	
Phone (1)	
Phone (2)	
B. CLIENT CONTACTS	
Primary Emergency Contact	
Relationship	
Address	
Phone	
Email	
Physician Contact	
Physician Type	
Address	
Phone	
Email	

Primary Caregiver	
Relationship	
Address	
Phone	
Email	
Personal Contact	
Relationship	
Address	
Phone	
Email	
C. CLIENT DEMOGRAPHICS	
Date of Birth	Age
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
Disabled	<input type="checkbox"/> Yes (Specify Type) <input type="checkbox"/> No
Disability	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Not Applicable (N/A)
Physical Disability	Specify <input type="checkbox"/> N/A
Intellectual Disability	Specify <input type="checkbox"/> N/A
Mental Illness	Specify <input type="checkbox"/> N/A
Cerebral Palsy	Specify <input type="checkbox"/> N/A
If < 60 Reason for Service	<input type="checkbox"/> Caregiver <input type="checkbox"/> Disabled <input type="checkbox"/> Meal <input type="checkbox"/> Volunteer <input type="checkbox"/> Other: _____ <input type="checkbox"/> Spouse <input type="checkbox"/> N/A
Citizenship (Specify)	
Race (Specify)	<input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Other <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other <input type="checkbox"/> Multiple

CLIENT'S NAME: _____ (Last, First, Middle Name)
 GETCARE ID: _____ PROGRAM ID: _____

DSC INTAKE, PROFILE AND REFERRAL FORM (10.08.13) All other forms remain obsolete.

Ethnicity	(Specify)
Primary Language	(Specify)
English Fluency	<input type="checkbox"/> Needs Translation <input type="checkbox"/> Limited <input type="checkbox"/> Fluent
Literacy	<input type="checkbox"/> In English <input type="checkbox"/> In Main Language <input type="checkbox"/> In Both <input type="checkbox"/> Illiterate
Relationship Status	<input type="checkbox"/> Married <input type="checkbox"/> Single (Never Been) <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Domestic Partner
Employment Status	<input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Retired <input type="checkbox"/> Un-Employed <input type="checkbox"/> Volunteer <input type="checkbox"/> Disabled
Veteran Status	<input type="checkbox"/> Veteran <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> No
Urban/Rural	<input type="checkbox"/> Rural
Housing Type	<input type="checkbox"/> House/Own <input type="checkbox"/> House/Rent <input type="checkbox"/> Apartment/Duplex <input type="checkbox"/> Residential Care Facility <input type="checkbox"/> Nursing Facility <input type="checkbox"/> Other <input type="checkbox"/> None
Lives With	<input type="checkbox"/> Alone <input type="checkbox"/> Family <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Relative <input type="checkbox"/> Other
Referral Source	<input type="checkbox"/> Other: _____ <input type="checkbox"/> Agency: _____ <input type="checkbox"/> Family/Friend <input type="checkbox"/> Self

Sources of Support	<input type="checkbox"/> Family <input type="checkbox"/> Friend/Neighbor <input type="checkbox"/> Paid Help <input type="checkbox"/> Has help but unsure who provides help <input type="checkbox"/> Unknown																														
Assisted Transportation	<input type="checkbox"/> Yes <input type="checkbox"/> No																														
Needs an Escort	<input type="checkbox"/> Yes <input type="checkbox"/> No																														
Primary Transportation	<input type="checkbox"/> Owns Car <input type="checkbox"/> Aide <input type="checkbox"/> Friend <input type="checkbox"/> Public Transport <input type="checkbox"/> Senior Transport <input type="checkbox"/> Family <input type="checkbox"/> Other <input type="checkbox"/> None																														
Income Level	Is your income less than <table border="1"> <tr> <td>Unit Size</td> <td>Per Month</td> <td>Per Year</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>One (1)</td> <td>\$1,195.83</td> <td>\$14,350</td> <td></td> <td></td> </tr> </table> Is your combined income less than <table border="1"> <tr> <td>Unit Size</td> <td>Per Month</td> <td>Per Year</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Two (2)</td> <td>\$1,615.00</td> <td>\$19,380</td> <td></td> <td></td> </tr> </table> Is your combined income less than <table border="1"> <tr> <td>Unit Size</td> <td>Per Month</td> <td>Per Year</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Three (3)</td> <td>\$2,034.17</td> <td>\$24,410</td> <td></td> <td></td> </tr> </table> Four (4) or more in the Unit Size, add \$419.16 per month or \$5,030 per year for each additional member. \$ _____	Unit Size	Per Month	Per Year	Yes	No	One (1)	\$1,195.83	\$14,350			Unit Size	Per Month	Per Year	Yes	No	Two (2)	\$1,615.00	\$19,380			Unit Size	Per Month	Per Year	Yes	No	Three (3)	\$2,034.17	\$24,410		
Unit Size	Per Month	Per Year	Yes	No																											
One (1)	\$1,195.83	\$14,350																													
Unit Size	Per Month	Per Year	Yes	No																											
Two (2)	\$1,615.00	\$19,380																													
Unit Size	Per Month	Per Year	Yes	No																											
Three (3)	\$2,034.17	\$24,410																													
Income Information	<input type="checkbox"/> Above 100% FPL <input type="checkbox"/> At or Below 100% FPL																														
Financial Assets	(Refer to FAS Scale) <input type="checkbox"/> 29% to 49% below the poverty level <input type="checkbox"/> 50% to 74% below the poverty level <input type="checkbox"/> 75% or greater below the poverty level <input type="checkbox"/> N/A																														

CLIENT'S NAME: _____ (Last, First, Middle Name)
 GETCARE ID: _____ PROGRAM ID: _____

DSC INTAKE, PROFILE AND REFERRAL FORM (10.08.13) All other forms remain obsolete.

Receives Social Security	<input type="checkbox"/> None <input type="checkbox"/> Retirement <input type="checkbox"/> Disability <input type="checkbox"/> Dependent
Receives Private Pension	<input type="checkbox"/> Yes <input type="checkbox"/> No
Health Insurance	(Specify)
Medicare	<input type="checkbox"/> Part A <input type="checkbox"/> Part B <input type="checkbox"/> Part D <input type="checkbox"/> Claim No. _____ <input type="checkbox"/> None
	<input type="checkbox"/> Medicare Supplemental <input type="checkbox"/> Claim No. _____ <input type="checkbox"/> None
	<input type="checkbox"/> Yes <input type="checkbox"/> Claim No. _____ <input type="checkbox"/> None
Medicaid	<input type="checkbox"/> None <input type="checkbox"/> Claim No. _____
Guardian / Conservator	<input type="checkbox"/> None <input type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary
Person/ Organization Holding Guardianship/ Conservatorship	
Guardian Type	<input type="checkbox"/> Estate <input type="checkbox"/> Person <input type="checkbox"/> Both <input type="checkbox"/> Dementia Power <input type="checkbox"/> Medical Authority <input type="checkbox"/> None
Durable Power of Attorney	<input type="checkbox"/> Unknown <input type="checkbox"/> Limited <input type="checkbox"/> Health <input type="checkbox"/> Both <input type="checkbox"/> None
Supplemental Nutrition Assistance Program (SNAP)	<input type="checkbox"/> Yes <input type="checkbox"/> No

D. CLIENT FUNCTIONAL ASSESSMENT	<i>Activities of Daily Living (ADL) Choices</i>	
	Transfer Mobility	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
	Bathing	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
	Dressing	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
	Toileting	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
	Eating	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
	Ambulating	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
	Assistive Devices (Specify)	
Mobility Devices (Specify)		

CLIENT'S NAME: _____ (Last, First, Middle Name)
 GETCARE ID: _____ PROGRAM ID: _____

DSC INTAKE, PROFILE AND REFERRAL FORM (10.08.13) All other forms remain obsolete.

SAMPLE BID FORM ATTACHMENT "J" Page 4 of 7

Communication Skills Status	
Receptive	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Does Not Understand
Expressive	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Cannot Be Understood
Sensory Skills	
Vision	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Limited <input type="checkbox"/> Legally Blind <input type="checkbox"/> Blind
	<input type="checkbox"/> Glasses <input type="checkbox"/> Other
Hearing	<input type="checkbox"/> Unknown <input type="checkbox"/> Hearing Aid <input type="checkbox"/> Other
	<input type="checkbox"/> Deaf <input type="checkbox"/> Limited <input type="checkbox"/> Good
	<input type="checkbox"/> Unknown <input type="checkbox"/> Support is Available <input type="checkbox"/> Minimum Support <input type="checkbox"/> No Support
Housing	<input type="checkbox"/> Unknown <input type="checkbox"/> Full Concrete <input type="checkbox"/> Semi Concrete <input type="checkbox"/> Tin and Wood
Homebound	<input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No
Bedridden	<input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No

E. AGING SERVICES REQUESTED

Case Management Services

Adult Day Care Services

In-Home Services

Legal Assistance Services

National Family Caregiver Support Program

Senior Center Operations: _____ (Specify Center)

Transportation Services

Elderly Nutrition Program:

Congregate Meals (Center/Day Care)
 Home-Delivered Meals (Homebound)

Meal Type:

Regular
 Mechanical / Chopped
 Pureed / Blended
 Liquid Supplement
 Special (Provide document from physician or religious leader to certify special meal requirement.)

COMMENTS:

CLIENT'S NAME: _____ (Last, First, Middle Name)
 GETCARE ID: _____ PROGRAM ID: _____

DSC INTAKE, PROFILE AND REFERRAL FORM (10.08.13) All other forms remain obsolete.

SAMPLE BID FORM ATTACHMENT "J" Page 5 of 7

F. HIGH RISK CLIENTS UNDER EMERGENCY DECLARATION

A client is considered High Risk under Emergency Declaration if any of the following exists. This information shall be provided to the client's village Mayor in preparation for emergencies. *Check all that apply.*

- Bedridden
- Requires transportation and/or escort assistance for evacuation to shelter, e.g., those living alone.
- Requires refrigeration of medication and/or requires insulin dependent.
- Requires oxygen.
- Lives in substandard housing.
- Not Applicable

G. ELIGIBILITY AND CONSENT OF CLIENT

Individuals age sixty (60) years and older are eligible for Title III programs under the Older Americans Act. This Act also prioritizes services for:

- ◆ Persons who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated; and
- ◆ Persons with greatest economic need with particular attention to low-income individuals; persons with greatest social need with particular attention to low-income minority individuals, and those who reside in rural areas.

Voluntary contributions to Title III programs are encouraged and used to expand services. Services may not be denied because the client will not or cannot contribute to the cost of the program.

I CERTIFY THE INFORMATION GIVEN BY ME IS TRUE TO THE BEST OF MY KNOWLEDGE, AND I UNDERSTAND IT WILL BE KEPT CONFIDENTIAL AND USED ONLY TO HELP ME RECEIVE THE BENEFITS/SERVICES WHICH I MAY BE ENTITLED. I HEREBY AUTHORIZE THE DISCLOSURE AND RELEASE OF THIS INFORMATION ONLY FOR THE PURPOSES FOR WHICH IT IS INTENDED. THIS AUTHORIZATION MAY BE REVOKED BY THE UNDERSIGNED AT ANY TIME BY GIVING WRITTEN NOTICE TO THE PARTIES AUTHORIZED HEREIN.

Signature of Client or Authorized Representative (AR)		
Date	Relationship to Client, if AR	
H. INTAKE INFORMATION		
Intake Worker	Signature of Intake Worker	
Organization	Date/ Time of Intake	
Phone Number	IPR Forwarded To	
<input type="checkbox"/> Case Management Services Program <input type="checkbox"/> Adult Day Care Program <input type="checkbox"/> In-Home Services Program <input type="checkbox"/> Elderly Nutrition Program (Home-Delivered) <input type="checkbox"/> Elderly Nutrition Program (Congregate Meals) <input type="checkbox"/> Legal Assistance Services Program <input type="checkbox"/> Senior Center Operations Program <input type="checkbox"/> Transportation Services Program <input type="checkbox"/> National Family Caregiver Support Program		
Forwarded By	Date Forwarded	
Time Forwarded	I. RECEIVING ORGANIZATION INFORMATION	
IPR Received By	Date	
Time	Date of Initial Contact with Client	
Time of Initial Contact with Client	Time of Initial Contact with Client	
Organization	Time of Intake	
Phone Number		

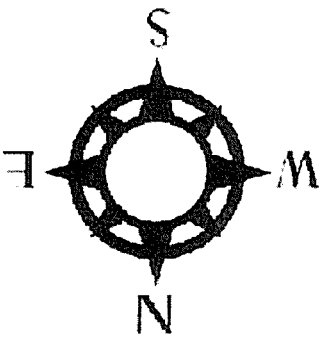
CLIENT'S NAME: _____ (Last, First, Middle Name)
 GETCARE ID: _____ PROGRAM ID: _____

DSC INTAKE, PROFILE AND REFERRAL FORM (10.08.13) All other forms remain obsolete.

SAMPLE BID FORM ATTACHMENT "J" Page 6 of 7

J. CLIENT'S HOME		
IF MAP IS SENT SEPARATELY, INCLUDE THE CLIENT'S NAME AND SSN AT TOP OF MAP		
Does the home have an accessible driveway?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you use a wheelchair, is there an accessible ramp?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

MAP TO THE CLIENT'S HOME
 In the box below, draw a map to the client's residence marking the client's home with an "X". Indicate the house number, street name and the village where the client is from. Include primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc. *All pets at your home shall be controlled by leash, cage, etc. in accordance with P.L. 15-96 and 22-13.*



CLIENT'S NAME: _____ (Last, First, Middle Name)
 GETCARE ID: _____ PROGRAM ID: _____

DSC INTAKE, PROFILE AND REFERRAL FORM (10.08.13) All other forms remain obsolete.

**SENIOR CITIZENS AGING SERVICES FY-2014
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM**
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK

Use of this form will record a change or document a program service update to a client's *Intake, Profile and Referral* form or to the most recent *Record Change and Service Update* form on file. Requested changes should be supported with proper documentation i.e. Marriage Certificate, Mayor's Verification, etc.

Please check if this is a Record Change or Service Update Change, or both:

<input type="checkbox"/> RECORD CHANGE	<input type="checkbox"/> SERVICE UPDATE CHANGE
--	--

Name (Last, First, Middle Initial)	Effective Date of Action (MM/DD/YY)
Date of Birth (MM/DD/YY)	

A. CLIENT IDENTIFICATION (RECORD CHANGE)	
AREA OF CHANGE	FROM
	TO

B. CLIENT CONTACTS (RECORD CHANGE)	
AREA OF CHANGE	FROM
	TO

C. CLIENT DEMOGRAPHICS (RECORD CHANGE)	
AREA OF CHANGE	FROM
	TO

D. CLIENT FUNCTIONAL ASSESSMENT (RECORD CHANGE)	
AREA OF CHANGE	FROM
	TO

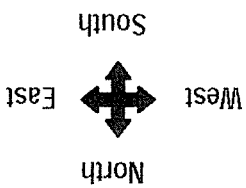
E. AGING SERVICES REQUESTED (SERVICE UPDATE CHANGE)	
Indicate the specific program, and describe the change in service to include effective date of period change, and duration of change.	
AREA OF CHANGE	FROM
	TO

SAMPLE BID FORM ATTACHMENT "K" Page 1 of 2

F. HIGH RISK CLIENT UNDER EMERGENCY DECLARATION (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

J. CLIENT'S HOME (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

DRAW A MAP TO THE CLIENT'S HOME (RECORD CHANGE)
 (Indicate primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc.)



PROGRAM MANAGER		INTAKE INFORMATION	
Name of Program Manager	Signature of Program Manager	Worker	Name of Intake Worker
Date of Review	Signature of Intake Worker		
DISPOSITION		Organization	Date of Intake
<input type="checkbox"/> APPROVED Effective Date: _____	<input type="checkbox"/> DISAPPROVED Reason: _____	Aging Program	
		Contact No.	
		Date Forwarded to Program Manager	

Client's Name: _____ Guam GetCare No: _____ Page 2 of 2

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM, ALL OTHER FORMS ARE OBSOLETE. 11.07.13

SAMPLE BID FORM ATTACHMENT "K" Page 2 of 2

DETERMINE YOUR NUTRITIONAL HEALTH

The Warning Signs of poor nutritional health are often overlooked. Use this checklist to find out if you or someone you know is at nutritional risk.

Read the statements below. Circle the number in the Yes Column for those that apply to you or someone you know. For each "Yes" answer, score the number in the box. Total your nutritional score.

YES	2	I have an illness or condition that made me change the kind and/or amount of food I eat.
	3	I eat fewer than 2 meals per day.
	2	I eat few fruits or vegetables, or milk products.
	2	I have 3 or more drinks of beer, liquor or wine almost every day.
	2	I have tooth or mouth problems that make it hard for me to eat.
	4	I don't always have enough money to buy the food I need.
	1	I eat alone most of the time.
	1	I take 3 or more different prescribed or over-the-counter drugs a day.
	2	Without wanting to, I have lost or gained 10 pounds in the last 6 months.
	2	I am not always physically able to shop, cook, and/or feed myself.
TOTAL:		

Total Your Nutritional Score. If it's...
These materials developed and distributed by the Nutrition Screening Initiative, a project of:

AMERICAN ACADEMY OF FAMILY
PHYSICIANS

THE AMERICAN DIETETIC
ASSOCIATION

NATIONAL COUNCIL ON AGING

Remember that warning signs suggest
risk, but do not represent diagnosis of
any condition. For more information,
contact:

The Nutritional Screening Initiative
2626 Pennsylvania Avenue
NW, Suite 301
Washington DC, 20037

- 0-2 Good!** Recheck your nutritional score in 6 months.
- 3-5 You are at moderate nutritional risk.** See what can be done to improve your eating habits and lifestyle. Your office of aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in 3 months.
- 6 or more You are at high nutritional risk.** Bring this checklist the next time you see your doctor, dietitian or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

Name: _____

Date of Birth: _____

Center: _____

Date: _____

SAMPLE BID FORM ATTACHMENT "L"