



GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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MULTI-STEP BID NO. : GSA-104-14

DESCRIPTION:

ELECTRONIC BEHAVIOR HEALTH RECORD

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the Multi-Step Bid to ascertain that all of the following requirements checked below are submitted in the bid enveloped, one original and four copies, at the date and time for bid submission.

- (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 must not expire earlier than ninety (90) days from the date of submittal
- 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) STATEMENT OF QUALIFICATIONS

(X) BROCHURES/DESCRIPTIVE LITERATURE;

(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.

NOTE: TECHNICAL AND BID COST SHALL BE SUBMITTED IN SEPARATE ENVELOPES LABELED "TECHNICAL BID" AND "BID COST". ALL REQUIRED FORMS AND AFFIDAVITS SHALL BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID". REQUIRED BID BOND SHALL BE SUBMITTED IN THE ENVELOPE LABELED "BID COST". SHALL BE SUBMITTED. DO NOT INCLUDE BID COST WITH TECHNICAL BID PACKAGE

***NOTE: IF BID COST IS INCLUDED WITH THE TECHNICAL PROPOSAL IT WOULD BE DEEMED AN AUTOMATIC DISQUALIFICATION OR REJECTION.**

This reminder must be signed and returned in the bid envelope together with the technical 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 Multi-Step Bid.

Bidder Representative's Signature

Multi-Step Bid: GSA-104-14

ELECTRONIC BEHAVIOR HEALTH RECORD

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 475-1727

Acknowledgement Receipt Form must be submitted no later than three (3) days from issued date.

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

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

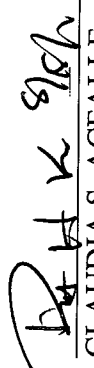
All questions and concerns in regards to the Multi-Step bid must be submitted via fax no later than August 29, 2014 before the close of business.

A Pre-Bid Conference will be held on August 25, 2014 at 10:00am at the General Services Agency Conference Room located in Piti Guam.

MULTI-STEP BID

ISSUING OFFICE:

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


CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: August 20, 2014

MULTI-STEP BID NO: GSA-104-14

BID FOR: ELECTRONIC BEHAVIOR HEALTH RECORD

SPECIFICATION: See Attached

DESTINATION: GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER

REQUIRED DELIVERY DATE: 90 Days Upon Receipt of Purchase Order. For a period of Three (3) years
With an Option to renew on a year to year basis for an additional two (2) years upon the availability of funds.

INSTRUCTION TO BIDDER:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

Each bidder shall submit one original and three copies of the technical bid no later than no later than September 11, 2014 at 10:00am. The technical bids (one original and four copies) shall be submitted in a sealed envelope marked conspicuously with the bidder name and address, bid number, and the type of proposal (Technical Bid). Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions. **Technical bids submitted will not be publicly opened.**

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 bidders, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date of submittal to supply any or all the items which prices are offered.

NAME AND ADDRESS OF OFFEROR: _____

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID: _____

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR: _____

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT: _____

AFFIDAVIT RE ETHICAL STANDARDS

CITYOF _____)
ISLAND OF GUAM) ss.
_____)

_____ [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 _____.

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID".

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITYOF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [state name of offeror company] _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.
2. To the best of affiant’s knowledge, neither affiant, nor any of the offeror’s officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).
3. To the best of affiant’s knowledge, neither affiant, nor any of the offeror’s officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror’s proposal.
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror’s officers, representatives, agents, subcontractors, and employees.

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

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

NOTARY PUBLIC
My commission expires _____.

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED “TECHNICAL BID”.

Eddie Baza Calvo
Governor

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

Ray Tenorio
Lt. Governor



Benita Manglona
Director, Dept. of Admin.

John Pangilinan
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 warranty 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 of Guam 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 in its sole discretion 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 _____, 201_____

Notary Public

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID".

Eddie Baza Calvo
Governor

GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
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Ray Tenorio
Lt. Governor



Benita Manglona
Director, Dept. of Admin.

John Pangitinan
Deputy Director

FORM E

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

Procurement No: **GSA-104-14**
ELECTRONIC BEHAVIOR HEALTH RECORD

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;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

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

Signature Date

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID".

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

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

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

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10

05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14

12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
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	24.23
14160 - Personal Computer Support Technician	13.65
15000 - Instructional Occupations	19.50
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08

16090 - Presser, Hand	8.08
16110 - Presser, Machine, 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	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49

23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - 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	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20

29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2) 27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.74
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck Driver, Light	8.97
31362 - Truck Driver, Medium	11.61
31363 - Truck Driver, Heavy	12.48
31364 - Truck Driver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76

99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A 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. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Eddie Baza Calvo
Governor

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

Ray Tenorio
Lt. Governor



Benita Manglona
Director, Dept. of Admin.

John Pangilinan
Deputy Director

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company] _____.
2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).
3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

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

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

NOTARY PUBLIC
My commission expires _____.

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID".

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF _____)
) ss.
 ISLAND OF GUAM)

- A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:
- [] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- [] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint 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]

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

- B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:
- | <u>Name</u> | <u>Address</u> | <u>Compensation</u> |
|-------------|----------------|---------------------|
| _____ | _____ | _____ |
- C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

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

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

 NOTARY PUBLIC
 My commission expires _____

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED “TECHNICAL BID”.

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), _____, as 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

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(PRINCIPAL)

(SEAL)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

BID BOND MUST BE COMPLETED AND SUBMITTED IN THE ENVELOPE LABELED "BID COST"

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 Complier 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.
- [] 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.
- [] 7. **“ALL OR NONE” BIDS: NOTE:** By checking this item, the Government is requesting all of the bid items to be bided 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 Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the 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.
- [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

[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.

[X] 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 a 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.

[X] 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 indication 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.

(c) Compliance with this Section is a condition of this Bid.

[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.

[X] 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.

[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).

[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] 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)

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

[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.

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) set of Solicitation package. Additional copies may be provided upon request. Bidders requesting additional copies of said solicitation package 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 bid form on page 3 "Instruction to Bidder". Erasures or other changes must be initiated 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 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 acknowledgement of receipt of the amendment. Such acknowledgement 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 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.

EVALUATION OF UNPRICED TECHNICAL OFFERS.

The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:

- (a) Acceptable: (80 to 100 points)
- (b) Potentially acceptable, that is, reasonably susceptible of being made acceptable: (60 to 79) or
- (c) Unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file. (Below 60)

EVALUATION CRITERIA

A. GENERAL INFORMATION

The following outlines the requirements for technical un-price offer proposal submittals.

Pursuant to this multi-step sealed bid invitation, the Chief Procurement Officer and the Guam Regional Transit Authority shall appoint an evaluation committee who will be selected from employees within the government of Guam.

The committee shall be tasked to review, evaluate and score all aspects pertaining to this multi-step sealed bid invitation, and forward its' recommendation to the Chief Procurement Officer, General Services Agency.

B. RATING CATEGORIES AND POINT ALLOCATION TABLE

The overall and cumulative parameters that will serve as a point scoring guide are based on the following general areas:

Rating Categories and Point Allocation Table

Categories	Areas and Subject Matters	Pts. Allocated
1	Appropriateness of Proposed Solutions in Terms of EBHR Technical Requirements	30
2	Organization, Staff Qualifications and Experience with Similar Projects	30
3	Project Management Methodology	20
4	Understanding the scope of services and degree of interest in performing such services	20
	Total Points	100

GENERAL INFORMATION

A. CANCELLATION OF MULTI-STEP SEALED BID INVITATION

The General Services Agency may cancel this multi-step sealed bid invitation in whole or in part as to the services described in Attachment A, or may reject all un-priced technical offers or sealed price bids so long as the General Services Agency makes a written determination that doing so is in the best interest of the government and a contract has not yet been fully signed, a purchase order not issued, or a notice to proceed has not yet been delivered to the awarded bidder. In the event of cancellation or rejection of all bids, un-priced technical offers that have been unsealed shall remain the property of the General Services Agency and not returned to the respective bidders.

B. PROCUREMENT RECORD

Un-priced technical offers of bidders who are not awarded a contract shall not be opened to public inspection unless the Chief Procurement Officer determines in writing that public inspection of such offer, in whole or in part, is essential to assure confidence in the integrity of the procurement process. If the Chief Procurement Officer makes such a determination, and the losing bidder has requested in its transmittal letter that certain portions of the offer be kept confidential due to proprietary information or trade secrets, and does not agree with any decision by the Chief Procurement Officer to disclose such confidential information, then the Chief Procurement Officer must rule in writing and afford the losing bidder an opportunity to protest the ruling in the usual manner in which protests are made according to the Guam Procurement Law.

C. CONTRACT PROVISIONS

The General Services Agency reserves the right to include any part or parts of the bidder's offer in the final contract with the awarded bidder. The awarded bidder will be subject to the terms and conditions set out in the final contract. If the bidder intends to submit a bid, then the bidder understands and agrees that it has a duty to explain and clarify all conditions included in its offer, and understands that it has an affirmative duty to inquire about and clarify any section of this multi-step sealed bid invitation that the bidder does not understand or that the bidder believes may be susceptible to more than one interpretation in the manner set out in herein.

D. PERMITS AND LICENSES

The bidder shall procure any and all permits, certificates, or licenses as may be required by law in the manner set out by law and at its own expense prior to the execution of any contract.

E. NOTICE TO PROCEED

Notwithstanding any contract which may be signed by the parties, the awarded bidder shall not commence any work until a notice to proceed has been issued by the government. The government shall not be liable for any work done by the awarded bidder until a notice to proceed has been issued.

F. TERM OF CONTRACT

The term of the contract shall be for a three (3) years period with the option to renew on a year to year basis for two (2) additional years based upon availability of funds.

G. PAYMENT METHOD

When submitting a request for payment, the awarded bidder shall furnish complete documentation for all services undertaken and a statement that there are no further claims against the Department of Mental Health and Substance Abuse or the Government of Guam.

H. INDEPENDENT CONTRACTOR STATUS

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

I. NOTICE OF AWARD

The General Services Agency will notify all acceptable bidders who submitted a timely sealed price bid during Phase Two of the results of the award within ninety (90) days of the opening of the sealed priced bids. The results of the award are public information.

J. ASSIGNMENT

The contract or any sums due to the contractor may not be assigned without the prior approval of the **Guam Behavioral Health and Wellness Center (GBHWC)** and concurrence of such prior approval by the Chief Procurement Officer.

K. SCOPE OF AGREEMENT

The resulting contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainer of the chosen bidder, and contains all the covenants and agreements between such parties with respect to the retainer in any manner whatsoever. Each party to the resulting contract shall acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract, and that no other agreement, statement, or promise not contained in the contract will be valid or binding.

L. RESPONSIBILITY FOR ACCURACY OF WORK

The awarded bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The awarded bidder shall, without additional cost to the government of Guam, correct or revise all errors of deficiencies in its work. The awarded bidder shall agree to devote his or its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government of Guam. The government's review, approval, acceptance of, and payment of fees for, services required under the contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the awarded bidder's failure to perform the services required, and the awarded bidder shall be and remain liable to the government of Guam for all costs of any kind which may be incurred as a result of the awarded bidder's negligent performance or nonperformance of any of the services required to be performed under the contract.

M. GENERAL COMPLIANCE WITH LAWS

The awarded bidder shall be required to comply with all federal and local laws applicable to the work.

N. OWNERSHIP OF DOCUMENTS

All documentation and incidental work or materials prepared by the awarded bidder shall be and remain the property of the Department of Mental Health and Substance Abuse including all publication rights and copyright interests, and may be used by **GBHWC** without any additional costs to the government.

O. CHANGES

The **GBHWC** may at any time, by written order, make any change in the services to be performed hereunder, provided the change is within the general scope of work agreed to between the parties and as set out in this multi-step sealed bid invitation. If such change causes an increase or decrease in the costs of doing the work, an equitable adjustment shall be made and the Scope of Work shall be modified in writing accordingly. However, any modification of the Scope of Work will be effective only if it is in writing signed by the parties and approved by the DMHSA Director and concurred by the Chief Procurement Officer.

P. SEVERABLE PROVISIONS

If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.

Q. EFFECTIVE DATE OF CONTRACT

The contract shall take effect upon the issuance of a purchase order by the Chief Procurement Officer of the General Services Agency.

R. NO GOVERNMENT LIABILITY

The GBHWC and the government of Guam assume no liability for any claims, accidents, or injuries that may occur to the awarded bidder, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The government of Guam shall not be liable to the awarded bidder for any work performed by the awarded bidder prior to the approval of the contract by the government and issuance of a notice to proceed. The awarded bidder shall expressly waive any and all claims for services performed in expectation of the contract prior to the issuance of a notice to proceed.

S. CONTRACT SUBJECT TO AVAILABILITY OF FUNDS

If for any reason whatsoever the government has insufficient funds to cover the costs of the contract, then the contract shall terminate according to the procedure described in the contract.

T. INSURANCE

The awarded bidder shall procure and maintain, at its own expense, all necessary comprehensive insurance for its business including, but not limited to, worker's compensation and general liability insurance.

U. GOVERNMENT'S RIGHT TO AUDIT

Contractors with the government shall maintain books and records relative to the cost and scope of work of the contract for three years from the date of final payment. The government is authorized to inspect such books and records at reasonable times and places.

V. TERMINATION

Upon written notice, either party to the contract may terminate it in whole or in part at any time either for convenience or default. The contractor will be paid the reasonable value of services to the date of termination.

W. STATUTORY RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS

The contractor shall 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 the Guam Code Annotated, or convicted of an offense, the type of which is defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the contractor relative to this invitation to bid. If any person employed by the contractor and who provides services under the resulting contract is convicted subsequent to the parties entering into a contract, then the contractor warrants that it will notify the government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under the contract. If the contractor is found to be in violation of any of the provisions of this paragraph, then the government shall give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from the government, and the contractor shall notify the government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from the government, then the government in its sole discretion may suspend the contract temporarily.

The provisions of this paragraph shall also apply to any subcontractors or associates of the contractor.

X. MANDATORY DISPUTES CLAUSE

The Guam Procurement Law provides for a mandatory procedure to be used to resolve controversies relative to the contract. As provided thereby, the government and the contractor shall agree to attempt to resolve all controversies which arise under, or by virtue of, the resulting contract, through mutual agreement.

If the controversy is not resolved by mutual agreement then the contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the government had issued a decision adverse to the contractor. The government shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt. The government's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.

For appeals relative to money owed by or to the government under the contract, the contractor shall appeal the decision in accordance with the Government Claims Act. Please see the following subsection on "Claims against the Government".

For all other claims by or against the government under the contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government. Appeals to the Office of the Public Auditor must be made within sixty days of the government's decision or from the date the decision should have been made.

Y. CLAIMS AGAINST THE GOVERNMENT

The Guam Claims Act (5 GCA §6101, *et seq.*) applies only with respect to claims of money owed by or to the government under the contract resulting from this multi-step sealed bid invitation. The contract will provide that the awarded bidder shall consent to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The awarded bidder shall waive any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum. For a copy of the Guam Claims Act, please visit the website of Guam's Compiler of Law.

AA. PROTEST

Pursuant to Section 5425 of Title 5 Guam Code Annotated, Authority to Resolve Protested Solicitations and Awards, (a) Right to Protest, any actual or prospective bidder, offeror, or contractor who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, may protest to the Chief Procurement Officer, the Director of Public Works or the head of a purchasing agency. The protest shall be submitted in writing within seven (7) days after such aggrieved person knows or should know of the facts giving rise thereto.

DEFINITIONS

- A.** The term "GBHWC" or "Government" used in this solicitation refers to Guam Behavioral Health and Wellness Center.
- B.** The term "Provider" refers to the person or firm to whom an Award is made to perform the work under the contract.
- C.** The term "Successful Offeror" means the offeror/proposer to which the Owner (on the basis of the Owner's evaluation as herein provided) will make an award.

STATEMENT OF WORK

Project Specifications

General Information

Introduction

The Guam Behavioral Health and Wellness Center, known throughout the bid package as "GBHWC", provides comprehensive inpatient, community-based outpatient mental health, alcohol, drug programs and services to the people of Guam. GBHWC desires a comprehensive, cloud-based, Electronic Behavioral Health Record (EBHR) to automate GBHWC's medical records and practice management system for psychiatrists, psychologists, social workers, nursing and mental health counselors. The system will fully integrate: clinical record keeping, claims, and scheduling, electronic remittances, patient accounting and ensure these functions are seamlessly integrated and automated.

Demographics

GBHWC has multiple locations where services are provided. The Main Facility which is located at 790 Gov. Carlos G. Camacho Rd., Tamuning provides most of the services; it is an inpatient/outpatient clinic where adult and some children services are provided. Adult Inpatient Unit and Children Inpatient Unit are located there along with outpatient intake, psychiatric, psychological, pharmacy and other outpatient services. Interventions such as; Community Support Services and other outreach services are provided in community based settings. GBHWC serves a population of 1175 inpatient/outpatient clients (Note: Technically this number only represents a sample of the total population of mental health consumers. This number is only representative of those individuals receiving services at a given time. There are many more in the community who have stopped services and may return or those who have yet to come in). The staff population consists of approximately four psychiatrist, four psychologists, seven adult counselors, occupation therapist, two speech therapists, one pharmacist and technician, thirteen social workers, seventeen nurses, twenty six community support services professionals and forty support staff. GBHWC Drug & Alcohol division, Prevention & Training division and Children Adolescent Services Department are located at the J&G Commercial Center in Hagåtña. Drug & Alcohol division provides substance abuse treatment and they serve with their sub-contractors a population of 1100 persons, both voluntary and court ordered. The staff consists of four Chemical Dependency Treatment Specialists, one social worker, three psychiatric technicians and three support staff. Prevention & Training division provides suicide & substance abuse prevention training, community outreach and community collaborations. The staff consists of a supervisor, one recreation therapist, four program coordinators and five support staffs. Children and Adolescent Services Department provides WRAP around service to children and their families. They serve a population of 275 children. The staff consists of five social workers, four care coordinators, three family coordinators and ten support staff.

GBHWC Healing Hearts Crisis Center located at 215 Father Duenas Dr., Tamuning, is a clinic for sexually abused clients, where they provide rape and forensic services, counseling services and outreach services. They serve approximately 98 victims per year. The staff consists of one nurse (Sexual Abuse Nurse Examiner), Physician, program manager, two social workers and a support staff. GBHWC operates sixteen residential treatment homes with differing levels of care (seven adult homes and one children's home operated by GBHWC) and GBHWC sub-contract with; Latte Treatment (one step down children home), Guma Mami (two adult homes), Catholic Social Services (four adult homes) and WestCare Pacific Islands that operates a homeless service center. The homes are located across the island of Guam.

EBHR Requirements

The GBHWC requirements for the desired EBHR system are as follows:

Software as a Service: Cloud-based computing characteristics

1. Web access to software at all times.
2. Software is managed from a central location.
3. Software delivered in a “one to many” model
4. Users not required to handle software upgrades and patches
5. Application Programming Interfaces (APIs) allow for integration between different pieces of software

Fault tolerant / high availability / scalability

1. Data centers are high availability and backed up at multiple locations/sites
2. Data storage is fault tolerant with Disaster Recovery Procedures
3. Servers are scalable and reliable

Branding Name

1. Branding: Government of Guam, GBHWC Name and logos

Compliance and Certification

1. HIPAA Compliant and auditable
2. 42 CFR Part II Compliant
3. Nationwide Health Information Network (NwHIN) Office of the National Coordinator for Health Information Technology (ONC) Certified and supporting Meaningful Use stage 1 and a clear path to state 2 compliance

Concurrent Users

1. Based on the number of GBHWC staff size of 250: 50-75 concurrent users

Clinical Features and Requirements include but are not limited to

1. *Call History*
2. *Client Profile*
 - a. *Demographics*
 - b. *Emergency Contact Info*
 - c. *Benefit Profile – describe benefits they are receiving*
 - d. *Eligibility Profile – describe their eligibility for service i.e. Medicare/Medicaid/Medical Indigent Program*
 - e. *Insurance Profile – if insured describe what they are covered for and deductible*
3. *Referrals*
 - a. *Internal Services – referred to Intake*
 - b. *External Services – services not provided and outsourced to the community*
4. *Scheduling / Appointments*
 - a. *Intake / Screening – first time client*
 - b. *Clinician Appointment/Encounter – scheduled visits*
 - c. *Group Encounter – for first time client / on the wait list*
 - d. *Disposition – home placement / specialized service i.e. occupational therapist, speech therapist, dietitian*
 - e. *Individual/marital & Couples Counseling*
 - f. *Family / Group Counseling*
 - g. *Psychological Services*
 - h. *Psychiatric Services*
 - i. *Medication Management*

5. *Intake/Admission (Adults & Children)*
 - a. *Scheduled Regular Intake*
 - b. *Walk-in*
 - c. *Crisis / emergency intake*
 - d. *Court Ordered Intake*
 - e. *Provide capabilities for clients to be transferred between levels of care or be admitted to multiple programs at the same time.*
6. *In-Patient Management*
 - a. *Medication Management*
 - b. *Infection Control*
 - c. *Utilization Review*
 - d. *Discharge Planning*
7. *Case Management*
8. *Assessments*
 - a. *Adult Assessment*
 - b. *Children Assessment*
 - c. *Substance Abuse Assessment*
 - d. *Psychological Assessment*
 - e. *Best practices on clinical documentation to improve client outcomes and documentation compliance*
9. *Diagnosis*
 - a. *Adult and Child Adolescent DSM-IV/V and/or ICD-9/10 Classification of Mental Disorder across all five axes, capability of up to four diagnoses per axis and to include future upgrade to DSM-V.*
 - b. *Ease of selection of appropriate diagnosis codes based on clinical assessments*
10. *Treatment Plan*
 - a. *MDTP (Multi-Disciplinary Treatment Plan)*
 - b. *WRAP (Wellness Recovery Action Plan) for Children*
 - c. *Clinicians have access to clinical tools to produce individualized, client-specific treatment plan and objectively track progress toward meeting treatment objectives.*
11. *Community Home Services*
12. *Service Authorization Requests*
 - a. *Clinicians can document authorization requests for review and submission*
13. *Authorizations*
 - a. *For services that require prior authorization at the time of scheduling services and prompts for continued stay reauthorizations requests.*
14. *E-Prescriptions*
 - a. *Physicians can view formulary information, medication history and pharmacy fill history*
15. *Encounters*
 - a. *Clinicians can document at the point of service for billable and non-billable services*
16. *Progress Notes*
 - a. *Standardized progress notes for outpatient, residential and inpatient to include individual, group, and family notes with mental status integrated when necessary and linked to information in the treatment plan*

17. *Outcomes – Outcome measures data collection and report generation to include SAMHSA required NOMS (National Outcomes Measurement Systems), TEDS (Treatment Episode Data Set) and SOMMS (State Outcomes Measurement and Management System) which are integrated for efficient capture and analysis for management decision support.*

18. *Health and other records archiving within application*

- a. *Scanning/storage of multiple file formats*
- b. *Scanning of client documentation: legal / medical*
- c. *Scanning of Archive Medical Records*

19. *Report Writing Capability*

- a. *Easily produce comprehensive statistical reports/charts*
- b. *Easily produce spot report / outcomes / measurements*

20. *Clinical Decision Support*

- a. *Meets requirements for state 2 Meaningful Use CDS capabilities*
- b. *Includes health risk assessments and screening tools required for CMS quality reporting.*

Billing Features and Requirements:

1. Fee Schedule setup/update
2. Setup of ICD 9 with a seamless upgrade plan to ICD 10 and HCPCS Code Set Insurance Companies Claims setup
3. Medicare/Medicaid Claims setup
 - a. Electronic Medical Claims (EMC) & Electronic Medical Remittance (EMR) with Medicare/MIP and Insurance companies
 - b. Ability to do real-time Patient's Eligibility Verification for Medicare/Medicaid and commercial insurance
4. Claims Processing Workflow
 - a. Bill consumers based on encounters / Group counseling
 - b. Supporting documents for billing
5. Patient Accounting
 - a. Patient Accounts Receivables / History

Standard for exchanging information between medical applications

1. HL7 (Health Level Seven) standards

Electronic Pharmacy Features and Requirements

1. Use/submit electronic prescribing

Security Features and Requirements

1. System Access
 - a. Secured logon authentication. Administrators have a granular control over access privileges enabling full compliance with the HIPAA “need to know” rule. Each staff member or group of staff-clerical, clinician, administrator, supervisor, or case manager; can be assigned the permission level privileges that are appropriate to their responsibilities insuring full control over who has access to the information.

2. Secured Messaging
 - a. Clinicians can communicate with each other and with their patients via a secure and encrypted channel
3. Clinician Electronic Signature
 - a. Secured clinician electronic signature for patient/records management.

Documentation / Support Level

1. On-line documentation
2. Support level 2

Data Dictionary (see Data Dictionary)

Required fields in GBHWC data dictionary are in the EBHR's Data Dictionary or can be added

- Demographic field items
- Clinical field items
- Reporting field items
- US Federal Grants (SAMHSA/CMHS/SAPT) reporting for NOMS (*National Outcomes Measurement System*), TEDS (*Treatment Episode Data Set*), Client Level Reporting and GPRA (*Government Performance and Results Act*)

Installation / Setup

1. Initial loading of tables and databases
 - a. Demographics
 - b. Medical Charts Records
 - c. Clinician Profile
 - d. Scheduling calendar
2. Billing / Insurance / Fee Schedule setup
3. Screen labeling / field name changes

Training live and via help features integrated into the application

1. System Administrator in the administration of the application
2. Comprehensive training for clinical staff
3. Clinician Administrator/Supervisor in the authorization / override of functions and authority
4. Super Trainer (train the trainer) to train trainers by functions/application
5. Training on a non-production database/system for the on-line training of new staff/clinician
6. Report writing / screen changes on producing reports and cosmetic screen displays

Customization

1. Required information / screens
2. Changes to Data Dictionary / GUI
3. Labeling
4. Integration of existing legacy system or provide solution that migrates the same functionality into EBHR system.
 - Cerner Etreby Pharmacy System
 - Assessment Software Tools used by Drug & Alcohol and Children's Adolescent Services Division.

Technical Proposal

Company Background and Experience

1. Provide your company's mission statement and organization chart. Demonstrate organizational and strategic commitment to the behavioral health industry.
2. Indicate whether your company owns all products and services proposed for this requirement. Note: GBHWC prefers not to deal with multiple vendors during either the deployment or operation of the system. We understand some companies rely on business partners to implement their systems. If applicable, please submit your partner(s) complete contact information as well as a description of their services.
3. Demonstrate at least 5 years' experience in the design, development, implementation and ongoing support of electronic behavioral health record systems in order to be considered.
4. Describe your approach to product development and how your products have evolved over the years.
5. Demonstrate your ability to understand and anticipate trends in the marketplace. Provide examples of industry surveys, customer surveys, focus groups and joint development efforts with institutions.
6. Indicate key elements that differentiate your company and product from the others companies submitting qualifications.
7. Identify any pending or completed legal actions against your organization during the past five years related to services performed. Specifically, have any legal actions been brought against your company or any of the individuals who have failed to perform contracted services, breach of contract or general mismanagement of a contract?
8. Identify at least five (5) behavioral health organizations which provide an array of services similar to GBHWC for which you have deployed similar products and/or services. Describe the contract duration, service performed, results obtained and current status of the project. Provide data reflecting the percent of time of system availability for each of the organizations over the past year. Provide the name, title, telephone number, email address of your key contact(s) at the organization and systems implemented.
9. Identify exit action plans in the event either party (purchaser or vendor) terminates service and maintenance agreements.
 - a. Ownership of software application (web based software)
 - b. Transfer of GBHWC databases and application software to GBHWC.
 - c. Destructions of all backups and data belonging to GBHWC once the transfer is done.
 - d. Costs associated with transfer of data.

Implementation

1. Describe the project management to be provided by the vendor and quantify how staff and time are to be allocated to the project (include roles of vendor staff and experience level for each).
2. What technical support is provided both during development and post implementation?
3. Identify the resources you will need from GBHWC.
4. Identify GBHWC's responsibilities for this project's implementation and production environment.
5. What type of ongoing sale technical/staff support will you provide to our clinical/administrative staff regarding your programs? How will this support be accessible during normal business hours on Chamorro Standard Time?
6. Identify a timeline and key tasks for full implementation of the project (GANT Chart).

Training

1. Describe your pre-implementation, implementation and ongoing training program. Describe training methods (in-person, web-based, user-group conferences, etc.).
2. Describe your provisions for a test system to conduct trainings and to troubleshoot technical issues as needed. Connections to GBHWC's test system shall be available.
3. Provide detailed training offerings for GBHWC personnel (user and technical) on the systems proposed.

Customer Service Support

1. Describe the type of support you provide your customers. Include hours of operation of your Help Desk, website support, technical staff support and email support.
2. Describe the help desk services offered to GBHWC staff during normal business hours on Chamorro Standard Time.
3. Describe how customer support is monitored and measured.
4. Describe the escalation procedures when a problem occurs in the system. How are these problems communicated to the company's leadership?

System Security and Administration

1. Describe the overall security of the system and all relevant certificates or other credentials that would help us assess the protection of the sensitive data that is being processed.
2. Describe how the system protects stored and in transit confidential data (during electronic submission).
3. Is a test environment available?
4. Describe how the system allows for multiple administrative users to securely access logging and reporting data.
5. State how long will GBHWC information be retained by the vendor and how will this data be disposed of once the retention period ends.
6. Describe the type of data backup and recovery mechanisms that will be in place.

Field Label	Control Type	Field Value	Comments
Medical Record #	Auto Generate	Medical Record #	Demographic
Last Name	Key In	Last Name	Demographic
First Name	Key In	First Name	Demographic
Middle	Key In	Middle	Demographic
Prefix (i.e. Jr., III, etc.)	Drop Down	Prefix (ie. Jr., III, etc...)	Demographic
AKA	Key In	AKA	Demographic
GBHWC 1st Admission Date	Date	Admission Date	GBHWC Unit
CSS Admission Date	Date	Admission Date -CSS	CSS
CSS Discharge Date	Date	Discharge Date -CSS	CSS
IN-SERVICES	Drop Down	CSS	GBHWC Unit
	Drop Down	Adult Counseling (AC)	GBHWC Unit
	Drop Down	CASD (Children)	GBHWC Unit
	Drop Down	Psychological Services (PS)	GBHWC Unit
	Drop Down	Drug and Alcohol (D&A)	GBHWC Unit
	Drop Down	Healing Hearts (HHCC)	GBHWC Unit
	Drop Down	AIU	GBHWC Unit
	Drop Down	Med. Clinic (MC)	GBHWC Unit
	Drop Down	DSP	GBHWC Unit
	Drop Down	DTS	GBHWC Unit
	Drop Down	Partial Hospitalization	GBHWC Unit
	Drop Down	COT	GBHWC Unit
	Drop Down	PT	GBHWC Unit
	Drop Down	OT	GBHWC Unit
	Drop Down	Speech	GBHWC Unit
	Drop Down	RGH	GBHWC Unit
	Drop Down	Other	GBHWC Unit
	Drop Down	Define Other GBHWC Unit	GBHWC Unit
RGH Admission Date	Date	Admission Date -RGH	If yes on RGH,
RGH Discharge Date	Date	Discharge Date -RGH	If yes on RGH,
OUT-SERVICES	Drop Down	List of Providers/Services	
Inpatient Unit Admission Date		Inpatient Unit Admission Date	Nursing
Inpatient Unit Discharge Date		Inpatient Unit Discharge Date	Nursing
Inpatient Unit Total Length of Stay per Life Time		Inpatient Unit Total Length of Stay per Life Time	Nursing
Re-admit Less Than 30 Days		Re-admit Less Than 30 Days	Nursing
Reason For Admission		Reason For Admission	Nursing
Time		Time	Nursing
Medication		Medication	Nursing
ETOH/Drugs		ETOH/Drugs	Nursing
Liberty Status		Liberty Status	Nursing
Discharge Planning		Discharge Planning	Nursing
Discharge Status		Discharge Status	Nursing
Suicide	Drop Down	Suicidal List	Nursing
DOB mm/dd/yyyy	Date	DOB mm/dd/yyyy	Nursing
Age	Calculate	Age	Nursing
Gender	Drop Down	Gender	Demographic
	Drop Down	Male	Demographic
	Drop Down	Female	Demographic
Ethnicity	Drop Down	Ethnicity List	Demographic
Define Mixed/ Other	Drop Down	Define Mixed/Other	Demographic
Primary Language	Drop Down	Language List	Demographic
Citizenship	Drop Down	Citizenship List	Demographic
Education	Drop Down	Grade completed	Demographic
Religion	Drop Down	Religion List	Demographic
Living Situation	Key In	Living Situation	Demographic
Lives with	Drop Down	Lives with	Demographic
	Drop Down	Parent	Demographic

		Drop Down	Legal Guardian			Demographic
		Drop Down	Foster Care			Demographic
		Drop Down	CPS			Demographic
	Physical Address	Key In	Physical Address			Demographic
	Number in Household	Key In	Number in Household			Demographic
	Village	Drop Down	Village List			Demographic
	Mother's Name	Key In	Mother's Name			HHCC
	Mother's DOB	Date	Mother's DOB			HHCC
	Mother's Employer	Key In	Mother's Employer			HHCC
	Father's Name	Key In	Father's Name			HHCC
	Father's DOB	Date	Father's DOB			HHCC
	Father's Employer	Key In	Father's Employer			HHCC
	Emergency Contact Person	Key In	Emergency Contact Person			HHCC
	Emergency Contact Number	Key In	Emergency Contact Number			HHCC
	Mailing Address	Key In	Mailing Address			Demographic
	Referral Type (Internal/External)	Drop Down	Referral Type (Internal/External)			Nursing
	Referral Source	Drop Down	Referral Source			Nursing
	NPI# Referring Provider/Other Source	Key In	NPI# Referring Provider/Other Source			Patient Affairs
	Court Order #	Key In	Court Order #			Patient Affairs
	GPD Report #	Key In	GPD Report #			Nursing
	Legal Status	Drop Down	Legal Status List			Nursing
	Other Legal Issues	Key In	Other Legal Issues			Nursing
	Employment Status	Drop Down	Employment Status			Patient Affairs
	Compact Impact Employment	Key In	Compact Impact Employment			Patient Affairs
	Employ DVR	Key In	Employ DVR			Patient Affairs
	Employ Other	Key In	Employ Other			Patient Affairs
	Relationship Status	Drop Down	Relationship Status List			Patient Affairs
	Veteran Status	Drop Down	Veteran Status List			Patient Affairs
	Veteran's Dependant	Yes/No	Veteran's Dependant			CASD
	Military Dependent	Yes/No	Military Dependent			Patient Affairs
	Insurance	Yes/No	Insurance			Patient Affairs
	Self Pay	Yes/No	Self Pay			Patient Affairs
	DYA	Yes/No	DYA			Patient Affairs
	DYA Admission Date	Date	DYA Admission Date			CASD
	DYA Discharge Date	Date	DYA Discharge Date			CASD
	CPS	Yes/No	CPS			Patient Affairs
	DOC	Yes/No	DOC			Patient Affairs
	Worker's Compensation	Yes/No	Worker's Compensation			Patient Affairs
	Medicaid	Yes/No	Medicaid			Patient Affairs
	MIP	Yes/No	MIP			Patient Affairs
	Private	Yes/No	Private			Patient Affairs
	Military	Yes/No	Military			Patient Affairs
	Medicare	Yes/No	Medicare			Patient Affairs
	Medicare Part A	Yes/No	Medicare Part A			Patient Affairs
	Medicare Part B	Yes/No	Medicare Part B			Patient Affairs
	Medicare Part D	Yes/No	Medicare Part D			Patient Affairs
	Take Care	Yes/No	Take Care			Patient Affairs
	Select Care	Yes/No	Select Care			Patient Affairs
	Net Care	Yes/No	Net Care			Patient Affairs
	Stay Well	Yes/No	Stay Well			Patient Affairs
	Relationship to Subscriber	Key In	Relationship to Subscriber			Patient Affairs
	Subscribers ID Number	Key In	Subscribers ID Number			Patient Affairs
	Other Private Insurance	Yes/No	Other Private Insurance			Patient Affairs
	Compact Impact Medicaid	Yes/No	Compact Impact Medicaid			Patient Affairs
	Food Stamps	Yes/No	Food Stamps			Patient Affairs
	Financial Aid 1st	Key In	Financial Aid 1st			Patient Affairs
	Financial Aid 2 nd	Key In	Financial Aid 2nd			Patient Affairs

Financial Aid 3rd	Key In	Financial Aid 3rd		Patient Affairs
Mandated reporting (CPS/APS)	Key In	Mandated reporting (CPS/APS)		Nursing
Date of Last MDTT	Date	Date of Last MDTT		Nursing
Axis I (a)	Drop Down	Axis I (a)		Patient Affairs
Axis I (b)	Drop Down	Axis I (b)		Patient Affairs
Axis I (c)	Drop Down	Axis I (c)		Patient Affairs
Axis I (d)	Drop Down	Axis I (d)		Patient Affairs
Axis II (a)	Drop Down	Axis II (a)		Patient Affairs
Axis II (b)	Drop Down	Axis II (b)		Patient Affairs
Axis II (c)	Drop Down	Axis II (c)		Patient Affairs
Axis III (a)	Drop Down	Axis III (a)		Patient Affairs
Axis III (b)	Drop Down	Axis III (b)		Patient Affairs
Axis III (c)	Drop Down	Axis III (c)		Patient Affairs
Axis III (d)	Drop Down	Axis III (d)		Patient Affairs
Axis IV (a)	Drop Down	Axis IV (a)		Patient Affairs
Axis IV (b)	Drop Down	Axis IV (b)		Patient Affairs
Axis IV (c)	Drop Down	Axis IV (c)		Patient Affairs
Axis IV (d)	Drop Down	Axis IV (d)		Patient Affairs
Axis V GAF	Drop Down	Axis V GAF		Patient Affairs
WHODAS	Drop Down	WHODAS		Psychology
Agency	Drop down	Agency		Substance Abuse
Agency Reference Number	Key In	Agency Reference Number		Substance Abuse
Screening Date	Date	Screening Date		Substance Abuse
Intake Date	Date	Intake Date		Substance Abuse
Employer	Drop down	Employer List		Substance Abuse
Marital	Drop down	Marital List		Substance Abuse
Referral	Drop down	Referral List		Substance Abuse
Legal	Key In	Legal		Substance Abuse
Treatment	Key In	Treatment		Substance Abuse
Living	Drop Down	Living		Substance Abuse
Primary Diagnosis	Drop down	Primary Diagnosis		Substance Abuse
Level Of Care	Drop down	Level Of Care		Substance Abuse
Reason	Drop down	Reason		Substance Abuse
STIs	Drop down	STIs		Substance Abuse
Translator	Drop down	Translator		Substance Abuse
Transit	Drop down	Transit		Substance Abuse
Discharge Status	Drop down	Discharge Status		Substance Abuse
Skills	Drop down	Skills		Substance Abuse
Completion/Discharge	Drop down	Completion/Discharge		Substance Abuse
1st Day in TX	Key In	1st Day in TX		Substance Abuse
Date Closed	Date	Date Closed		Substance Abuse
Employment/School Status Admission	Drop down	Employment/School Status Admission		Substance Abuse
Employment/School Status Discharge	Drop down	Employment/School Status Discharge		Substance Abuse
Homeless:Admission T2	Drop down	Homeless:Admission T2		Substance Abuse
Homeless:Discharge T2	Drop down	Homeless:Discharge T2		Substance Abuse
Arrested: 30 Days Admission T3	Drop down	Arrested: 30 Days Admission T3		Substance Abuse
Arrested Discharge T3	Drop down	Arrested Discharge T3		Substance Abuse
ETOL Usage: 30 Days Admission	Drop down	ETOL Usage: 30 Days Admission		Substance Abuse
ETOL Usage: 30 Days Discharge	Drop down	ETOL Usage: 30 Days Discharge		Substance Abuse
Drug Abstinence:30 Days Admission	Drop down	Drug Abstinence:30 Days Admission		Substance Abuse
Drug Abstinence:30 Days Discharge	Drop down	Drug Abstinence:30 Days Discharge		Substance Abuse
Social Support: Prior 30 Days Admission	Drop down	Social Support: Prior 30 Days Admission		Substance Abuse
Social Support: Discharge T6	Drop down	Social Support: Discharge T6		Substance Abuse
Presenting Problem	Key In	Presenting Problem		Adult Counseling

Past Behavioral Health History	Key In		Past Behavioral Health History	Adult Counseling
Family Behavioral Health History	Key In		Family Behavioral Health History	Adult Counseling
Pertinent Medical /Developmental /Surgical	Key In		Pertinent Medical /Developmental /Surgical	Adult Counseling
Pertinent Social History	Key In		Pertinent Social History	Adult Counseling
Primary Medical Physician /Contact #	Key In		Primary Medical Physician /Contact #	Adult Counseling
Discussed with consumer side effects /benefits of Medication	Key In		Discussed with consumer side effects /benefits of Medication	Adult Counseling
Mental Status Examination:	Drop Down		Mental Status Examination:	Adult Counseling
General	Drop down		Alert	Adult Counseling
			Well-groomed	Adult Counseling
			Unkempt	Adult Counseling
			Relaxed	Adult Counseling
			Tense	Adult Counseling
			Other	Adult Counseling
Sensorium	Drop down		Alert	Adult Counseling
			Responsive	Adult Counseling
			Attentive	Adult Counseling
			Inattentive	Adult Counseling
			Confused	Adult Counseling
			Other	Adult Counseling
Behavior	Drop down		Cooperative	Adult Counseling
			Interested	Adult Counseling
			Anxious	Adult Counseling
			Agitated	Adult Counseling
			Guarded	Adult Counseling
			Hostile	Adult Counseling
			Passive	Adult Counseling
			Apathetic	Adult Counseling
			Other	Adult Counseling
Eye Contact	Drop down		Good	Adult Counseling
			Fair	Adult Counseling
			Poor	Adult Counseling
			Other	Adult Counseling
Speech	Drop down		Normal	Adult Counseling
			Monotone	Adult Counseling
			Verbose	Adult Counseling
			Unspontaneous	Adult Counseling
			Slurred	Adult Counseling
			Loud	Adult Counseling
			Soft	Adult Counseling
			Rapid	Adult Counseling
			Pressured	Adult Counseling
			Mute	Adult Counseling
			Other	Adult Counseling
Thought Process	Drop down		Coherent	Adult Counseling
			Goal Directed	Adult Counseling
			Rambling	Adult Counseling
			Blocking	Adult Counseling
			Perseverative	Adult Counseling
			Loose Association	Adult Counseling
			Circumstantial	Adult Counseling
			Tangential	Adult Counseling
			Flight of Ideas	Adult Counseling
			Other	Adult Counseling
Thought Content	Drop down		Relevant	Adult Counseling
			Preoccupation	Adult Counseling

		obsessions	Adult Counseling
		Phobias	Adult Counseling
		Grandiose	Adult Counseling
		Jealous	Adult Counseling
		Religious	Adult Counseling
		Somatic	Adult Counseling
		Paranoid	Adult Counseling
		External Influence	Adult Counseling
		Ideas of Reference	Adult Counseling
		Other	Adult Counseling
Mood/Affect	Drop down	Appropriate	Adult Counseling
		Euthymic	Adult Counseling
		Depressed	Adult Counseling
		Hopeless	Adult Counseling
		Constricted	Adult Counseling
		Labile	Adult Counseling
		Anxious	Adult Counseling
		Irritable	Adult Counseling
		Hostile	Adult Counseling
		Elated	Adult Counseling
		Euphoric	Adult Counseling
		Sullen	Adult Counseling
		Other	Adult Counseling
Sensory Perception	Drop down	Illusions	Adult Counseling
		Derealization	Adult Counseling
		Depersonalization	Adult Counseling
		Hallucinations	Adult Counseling
		Other	Adult Counseling
Adult Needs and Strengths Assessment	Drop down	Life Domain Functioning	Adult Counseling
		Strengths	Adult Counseling
		Acculturation	Adult Counseling
		Mental Health Needs	Adult Counseling
		Risk Behaviors	Adult Counseling
		Caregiver Strengths & Needs	Adult Counseling
		Modules (vocational/career; developmental needs; substance use; trauma; adjustment; violence module; sexually aggressive behavior; crime)	Adult Counseling
		Other	Adult Counseling
Risk Assessment	Drop down	Danger to Self	Adult Counseling
		Suicidal Plan	Adult Counseling
		Danger to Others	Adult Counseling
		Access to Weapons	Adult Counseling
		Hopeless	Adult Counseling
		Helpless	Adult Counseling
		Delusions	Adult Counseling
		Changes in sleep, appetite, concentration, motivation	Adult Counseling
		Hallucinations (visual, auditory, other)	Adult Counseling
		Immediate need for psychotropic medication, consultation and/or prescription refill? (yes/no)	Adult Counseling
		Critical Event / Loss	Adult Counseling
		Previous Attempts	Adult Counseling
		Family History of Suicide	Adult Counseling
		Depression /Anxiety	Adult Counseling
		Disorientation	Adult Counseling

				Social Isolation		Adult Counseling
				Lifestyle		Adult Counseling
				Current Stressors		Adult Counseling
				S.O. Support Available		Adult Counseling
				Low /Moderate /High /Unknown		Adult Counseling
				Previous Services with GBHWC		Adult Counseling
				Current Medications		Adult Counseling
				Recommended Intervention		Adult Counseling
				Other		Adult Counseling
				Guma Metgot	Drop down	RRP
				Guma Pahong	Drop down	RRP
				Guma Ausena (Elderly Home)	Drop down	RRP
				Guma Ifit	Drop down	RRP
				Guma Hinemlo (Homeless)	Drop down	RRP
				Guma Kamia	Drop down	RRP
				Provider List	Drop down	Patient Affairs
				Provider License	Key In	Patient Affairs
				Provider NPI #	Key In	Patient Affairs
				Inpatient Service List	Drop down	Patient Affairs
				Code/Fee Schedule	Drop down	Patient Affairs
				DOA Revenue Account Number	Drop down	Patient Affairs
				OutPatient Services List	Drop down	Patient Affairs
				Code/Fee Schedule	Drop down	Patient Affairs
				Check-In Date	Date	Patient Affairs
				Check-In Time	Time	Patient Affairs
				Check-Out Date	Date	Patient Affairs
				Check-Out Time	Time	Patient Affairs
				Claims	Drop down	Patient Affairs
				CMS 1500 Form	Drop down	Patient Affairs
				UB-04	Drop down	Patient Affairs
				Inpatient Unit Admission Date	Date	Patient Affairs
				Inpatient Unit Admission Time	Time	Patient Affairs
				Inpatient Unit Discharge Date	Date	Patient Affairs
				Inpatient Unit Discharge Time	Time	Patient Affairs
				Medication	Drop down	Patient Affairs
				Medication List	Drop down	Patient Affairs
				ETOH/Drugs	Drop down	Patient Affairs
				Drug List	Drop down	Patient Affairs
				Intake Worker	Key In	CASD
				Assigned To	Key In	CASD
				Referred By	Drop down	CASD
					Drop down	CASD
				GBHWC	Drop down	CASD
				GDOE	Drop down	CASD
				Parent	Drop down	CASD
				Court	Drop down	CASD
				Other	Drop down	CASD
				School List	Drop down	CASD
				Grade List	Drop down	CASD
				Referral List	Drop down	CASD
				Behavior	Drop down	CASD
				SI	Drop down	CASD
				Cutting	Drop down	CASD
				CASD Admission Date	Date	CASD
				1st Referral	Drop down	CASD
				2nd Referral	Drop down	CASD
				3rd Referral	Drop down	CASD
				CIU Admission Date	Date	CASD

	Date	CIU Discharge Date	CASD
Diagnosis	Drop down	Diagnosis	CASD
Medical Physician Name	Key In	Medical Physician Name	CASD
Dental	Yes/No	Dental	CASD
If Seeing Psychologist/Name of Doctor	Yes/No	If Seeing Psychologist/Name of Doctor	CASD
If Seeing Psychiatrist/Name of Doctor	Yes/No	If Seeing Psychiatrist/Name of Doctor	CASD
Medical Clinic Appointment	Date	Medical Clinic Appointment	CASD
Psychiatric Evaluation Appointment	Date	Psychiatric Evaluation Appointment	CASD
Follow-Up Date	Date	Follow-Up Date	CASD
Medication	Yes/No	Medication	CASD
Referred For Services To	Drop down	Service List	CASD
Referral Date For Other Services	Date	Referral Date For Other Services	CASD
CPS Referred	Yes/No	CPS Referred	CASD
Reason for CPS Referral	Drop down	CPS Referred List	CASD
Date of Admission Serenity	Date	Date of Admission Serenity	CASD
Date of Discharge Serenity	Date	Date of Discharge Serenity	CASD
Date of Admission TGH/Latte	Date	Date of Admission TGH/Latte	CASD
Date of Discharge TGH/Latte	Date	Date of Discharge TGH/Latte	CASD
Off Island If Recommended Date	Date	Off Island If Recommended Date	CASD
Date Returned Back On Island	Date	Date Returned Back On Island	CASD
Treatment Location	Drop down	Treatment Location List	CASD
WRAP Meeting Date	Date	WRAP Meeting Date	CASD
WRAP Meeting Recommendation	Key In	WRAP Meeting Recommendation	CASD
Flex Funds Provided Date	Date	Flex Funds Provided Date	CASD
Reason For Flex Funds	Key In	Reason For Flex Funds	CASD
Closure Date	Date	Closure Date	CASD
Medical Diagnosis	Drop down	Medical Diagnosis	Psychology
Age when Diagnose	Drop down	Age when Diagnose	Psychology
Date of Diagnose	Date	Date of Diagnose	Psychology
End Date of Diagnose	Date	End Date of Diagnose	Psychology
Diagnosis Ongoing	Yes/No	Diagnosis Ongoing	Psychology
Treatment Progress	Drop down	Treatment Level List	Psychology
Treatment Plan	Drop down	Treatment Plan	Psychology
	Drop down	Strenghts	Psychology
	Drop down	Needs	Psychology
	Drop down	Abilities	Psychology
	Drop down	Preferences	Psychology
	Drop down	Other	Psychology
Goals	Drop down	Goals	Psychology
	Drop down	Goal1	Psychology
	Drop down	Goal2	Psychology
	Drop down	Goal3	Psychology
Objectives	Drop down	Objectives	Psychology
	Drop down	Objective1	Psychology
	Drop down	Objective2	Psychology
	Drop down	Objective3	Psychology
Start Date	Date	Start Date	Psychology
Target Date	Date	Target Date	Psychology
Active Date	Date	Active Date	Psychology
Achieved Date	Date	Achieved Date	Psychology
Discontinued Date	Date	Discontinued Date	Psychology
Intervention	Drop down	Intervention	Psychology
	Drop down	Who	Psychology
	Drop down	What	Psychology
	Drop down	When	Psychology

	Drop down	Where	Psychology
Individual Responsible	Key In	Individual Responsible	Psychology
How Often	Key In	How Often	Psychology
Barriers To Reaching Goals	Key In	Barriers To Reaching Goals	Psychology
Family Support	Key In	Family Support	Psychology
Other Support	Key In	Other Support	Psychology
External Referral	Key In	External Referral	Psychology
Signatures For Each	Key In	Signatures For Each	Psychology
Flags For Charts	Drop down	Flags For Chart	Psychology
	Drop down	Violence	Psychology
	Drop down	Threats	Psychology
	Drop down	Running Away/Escape Precaution	Psychology
	Drop down	Suicide	Psychology
Drug Allergies	Yes/No	Drug Allergies	Psychology
Current Medications	Drop down	Current Medications	Psychology
	Drop down	Dosage	Psychology
	Drop down	How Administered	Psychology
	Drop down	PO	Psychology
	Drop down	IU	Psychology
	Drop down	Indication	Psychology
	Drop down	Potential	Psychology
	Drop down	Interaction	Psychology
Previous Medication	Drop down	Previous Medication	Psychology
	Drop down	Dosage	Psychology
	Drop down	How Administered	Psychology
	Drop down	PO	Psychology
	Drop down	IU	Psychology
	Drop down	Indication	Psychology
	Drop down	Potential	Psychology
	Drop down	Interaction	Psychology
E-Prescribe	Key In	E-Prescribe	Psychology
Substance Abuse	Drop down	Substance Abuse	Psychology
What Drug	Drop down	What Drug	Psychology
When Started	Date	When Started	Psychology
When Ended	Date	When Ended	Psychology
What Type	Drop down	What Type	Psychology
How Much	Key In	How Much	Psychology
Different Symptoms	Key In	Different Symptoms	Psychology
Weight	Key In	Weight	Psychology
Height	Key In	Height	Psychology
Pulse Rate	Key In	Pulse Rate	Psychology
Blood Pressure	Key In	Blood Pressure	Psychology
History Of Infectious Disease	Key In	History Of Infectious Disease	Psychology
Reason For Evaluation	Key In	Reason For Evaluation	Psychology
Consent To Evaluate	Key In	Consent To Evaluate	Psychology
Presenting Problem	Key In	Presenting Problem	Psychology
Ability To Make Templates	Templates	Ability To Make Templates	Psychology
Group Note Capabilities	Notes	Group Note Capabilities	Psychology
Psychological Evaluations	Reports	Psychological Evaluations	Psychology
Ability to Store Test Data	Data Storage	Ability to Store Test Data	Psychology
Write Reports	Reports	Write Reports	Psychology
Psycho Social History	Reports	Psycho Social History	Psychology
Family History	Reports	Family History	Psychology
Developmental History	Reports	Developmental History	Psychology
Medical History	Reports	Medical History	Psychology
Mental Health History	Reports	Mental Health History	Psychology
Educational History	Reports	Educational History	Psychology
Substance Abuse History	Reports	Substance Abuse History	Psychology

Behavioral Observations	Reports	Behavioral Observations	Psychology
Current Test Results	Reports	Current Test Results	Psychology
Previous Test Results	Reports	Previous Test Results	Psychology
Validity Statement	Reports	Validity Statement	Psychology
Summary Conclusions	Reports	Summary Conclusions	Psychology
Prognosis	Reports	Prognosis	Psychology
Treatment Recommendations	Reports	Treatment Recommendations	Psychology
Legal History	Key In	Legal History	Psychiatry
Family History	Key In	Family History	Psychiatry
Past Psychiatric History	Key In	Past Psychiatric History	Psychiatry
Support Systems	Key In	Support Systems	Psychiatry
Birth/Developmental History	Key In	Birth/Developmental History	Psychiatry
Past Medical History	Key In	Past Medical History	Psychiatry
Substance Use History	Key In	Substance Use History	Psychiatry
Presenting Problem/Chief Complaint	Key In	Presenting Problem/Chief Complaint	Psychiatry
History of Present Illness	Key In	History of Present Illness	Psychiatry
Discharge Summary	Key In	Discharge Summary	Psychiatry
Physical Examination Form	Key In	Physical Examination Form	Psychiatry
Review of Systems	Key In	Review of Systems	Psychiatry
Medication Sheet	Key In	Medication Sheet	Psychiatry
Progress Notes	Key In	Progress Notes	Psychiatry

ADDITIONAL CONTRACTUAL TERMS AND CONDITIONS

INVITATION FOR BID SERVICES

The following clauses utilize the generic term “the contractor” to refer to potential bidders, bidders, contractors, vendors, service providers or any other name used in the procurement as to the individual(s) or entity that is in receipt of the solicitation or awarded the contract in the procurement. The generic term “the government of Guam” is used to reference the departments, agencies, boards, officers and employees of the government of Guam. The generic term “this contract” is used to refer to the procurement, the agreement, the collective documents that are part of the procurement, i.e. the invitation to bid, the bid, signed forms, the certifications and assurances forms, the purchase order, all supplemental purchase orders and this “Bid Form Additional Contractual Terms and Conditions Invitation For Bid Services.”

In event the contractor discovers any ambiguity or inconsistency with the terms below and the solicitation documents the contractor must raise the issue to the Chief Procurement Officer in writing prior to submitting its bid, and during any applicable question submittal period that may be designated in the bid. In the event there is to be a modification of a term in the Additional Terms and Conditions it will be done through the amendment of the bid process.

GENERAL REQUIREMENTS:

This procurement is subject to all applicable federal and Guam laws and regulations.

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

The contractor expressly consents to the jurisdiction of Guam and to the venue of the courts on Guam with respect to any and all claims which may arise by reason of this contract, and waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

The materials and services under this contract shall comply with all applicable federal and Guam laws and regulations and the contractor shall maintain all licenses and permits. In the event the contract sets forth key personnel positions of stated experiences and training and it is part of the compliance requirements of the contract, the contractor agrees to maintain those individuals and or positions at all times pertinent to the contract.

The contractor warrants it is current with all Guam taxes, (Income Tax; Business Privilege Tax; Real Property Tax; Hotel Occupancy Tax, Tax Withholding; Use Taxes; etc.)

TERM -INITIAL CONTRACT PERIOD AND OPTION(S) FOR RENEWAL:

The term of this contract includes an initial contract period and at the government of Guam’s option, a renewal or renewal contract periods. The term and any renewal term(s) of this contract are subject to the availability of funding, and satisfactory performance by the contractor. All representations and warranties made by the contractor under this contract, including but not limited to the intellectual property indemnification, confidentiality, record retention and access shall survive any expiration or termination of this contract. Additionally if federal grant funds are part of this contract, and there is any recoupment or recapture of funds expended by the federal government related to the contract requirements that are the contractor’s obligations, the government of Guam expressly reserves the right to offset, and recoup said funds from the contractor.

PRICE-MULTI-YEAR:

The bid price offered by the contractor shall remain the same in the initial contract term and all subsequent renewal terms except as otherwise provided in the contract terms and conditions.

ETHICAL STANDARDS:

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

PROHIBITION AGAINST GRATUITIES AND KICKBACKS:

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

PROHIBITION AGAINST CONTINGENT FEES:

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

PROHIBITION OF EMPLOYMENT OF SEX OFFENDERS:

Pursuant to 5 G.C.A. § 5253

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

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

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

WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:

- (a) The contractor shall comply with 5 GCA § 5801 et.seq., and with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with the government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. The contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this contract is awarded to the contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause.
- (c) Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply
- (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. The contractor shall pay a minimum of ten (10) paid holidays per annum per employee.
- (e) Any violation of the contractor's obligations or its subcontractors obligations as set forth in "Wage and Benefit Compliance Contractors Providing Services Clause" shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.
- (f) In addition to any and all other breach of contract actions the government of Guam may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, the contractor may be placed on probationary status by the Chief Procurement Officer, for a period of one (1) year. During the probationary status the contractor shall not be awarded any contract by any instrumentality of the government of Guam. The contractor if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit Compliance Contractors Providing Services Clause" may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.
- (g) The contractor's Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract.
- (h) The contractor agrees to provide upon written request by the government of Guam written certification of its compliance with its obligations under this "Wage and Benefit Compliance Contractors Providing Services Clause" as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by the government of Guam the contractor shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

STOP WORK ORDER:

(1) **Order to Stop Work.** The Chief Procurement Officer may, by written order to the contractor, at any time, and without notice to any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

- (i) Cancel the stop work order; or
- (ii) Terminate the work covered by such order as provided in the “Termination for Default Clause” or the “Termination for Convenience of the Government of Guam Clause” of this contract.

(2) **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

- (i) the stop work order results in an increase in the time required for, or in the contractor’s cost properly allocable to, the performance of any part of this contract; and
- (ii) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

TERMINATION FOR DEFAULTS:

(a) **Default.** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Chief Procurement Officer may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Chief Procurement Officer, such officer may terminate the contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Chief Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Chief Procurement Officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(b) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in possession of the contractor in which the government of Guam has an interest.

(c) **Compensation.** Payment for completed supplies delivered and accepted by the government of Guam shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Chief Procurement Officer; if the parties fail to agree, the Chief Procurement Officer shall set an amount subject to the contractor's rights under 2 GAR Division 4 Chapter 9 (Legal and Contractual Remedies) as modified by the "Mandatory Disputes Resolution Clause" of this contract. The government of Guam may withhold from amounts due the contractor such sums as the Chief Procurement Officer deems to be necessary to protect the government of Guam against loss because of outstanding liens or claims of former lien holders and to reimburse the government of Guam for the excess costs incurred in procuring similar goods and services.

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

(e) **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of the (Excuse for Nonperformance or Delayed Performance) paragraph of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the Government of Guam Clause" of this contract.

(f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

LIQUIDATED DAMAGES:

With Termination of Default Clause. When the contractor is given notice of delay or nonperformance as specified in the (Default) paragraph of the “Termination for Default Clause” above 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 government of Guam reasonably 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 the (Excuse for Nonperformance or Delayed Performance) paragraph of the “Termination for Default Clause” above, liquidated damages shall not be due the government of Guam. The contractor remains liable for damages caused other than by delay.

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT OF GUAM:

- (a) **Termination.** The Chief Procurement Officer may, when the interest of the government of Guam so require, terminate this contract in whole or in part, for the convenience of the government of Guam. The Chief Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (b) **Contractor’s Obligations.** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Chief Procurement Officer may direct the contractor to assign the contractor’s right, title, and interest under terminated orders or subcontracts to the government of Guam. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

- (c) **Right to Supplies.** The Chief Procurement Officer may require the contractor to transfer title and deliver to the government of Guam in the manner and to the extent directed by the Chief Procurement Officer:

- (1) any completed supplies; and
- (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall, upon direction of the Chief Procurement Officer, protect and preserve property in the possession of the contractor in which the government of Guam has an interest. If the Chief Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam. Title 13 G.C.A. §2706 is quoted at the end of this clause. Utilizing this §, in no way implies that the government of Guam has breached the contract by exercise of this “Termination for Convenience of the Government of Guam Clause”.

(d) Compensation.

- (1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR Division 4 §3118 (Cost or Pricing Data) bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Chief Procurement Officer may pay the contractor, if at all, an amount set in accordance with the preceding subsection (c) of this clause.
- (2) The Chief Procurement Officer and the contractor may agree to a settlement provided the contractor as has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR Division §3118 (Costs or Pricing Data) and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the government of Guam, the proceeds of any sales of supplies and manufacturing materials under the subsection(3) of this clause, and the contract price of the work not terminated.
- (3) Absent complete agreement under the “Contractor’s Obligation” subsection (b)above, the Chief Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under the “Contractor’s Obligation” subsection (b) shall not duplicate payments under this subparagraph
“Compensation”:

 - (i) contract prices for supplies or services accepted under the contract;
 - (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to section (2) of this “Compensation” paragraph. These costs must not include costs paid in accordance with the preceding subsection (c) (ii) of this paragraph;
 - (iv) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the “Contractor’s Obligations” subparagraph (b) above, and the contract price of work not terminated.
- (4) Cost claimed, agreed to, or established under the “Contractor’s Obligations” subparagraph (b) and “Right to Supplies” subparagraph (c) of this paragraph shall be in accordance with 2 GAR Division 4 Chapter 7 (Cost Principles).

13 GCA §2706 (UCC) states:

“§2076. Seller’s Resale Including Contract for Resale.

(1) Under the conditions stated in §2703 on seller’s remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with any incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer’s breach.

(2) Except as otherwise provided in subdivision (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach.

(3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell.

(4) Where the resale is at public sale:

(a) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and

(b) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of resale; and

(c) If the goods are not to be within the view of those attending the sale the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders; and

(d) The seller may buy.

(5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section.

(6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (subdivision (3) of §2711).”

MANDATORY DISPUTES RESOLUTION CLAUSE:

In the event of a conflict between this “Mandatory Disputes Resolution Clause” and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

- (1) **Disputes- Contractual Controversies.** The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the Chief Procurement Officer, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The Chief Procurement Officer or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
- (2) **Absence of a Written Decision within Sixty Days.** If the Chief Procurement Officer, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the Chief Procurement Officer, or their designee had issued a decision adverse to the contractor.
- (3) **Appeals to the Office of Public Accountability.** The Chief Procurement Officer’s, or their designee’s decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.
- (4) **Disputes – Money Owed To or By the Government of Guam.** This subsection applies to appeals of the government of Guam’s decision on a dispute. For money owed by or to the government of under this contract, the contractor shall appeal the decision in accordance with the “Government Claims Act”, 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam’s decision or from the date the decision should have been made.
- (5) **Exhaustion of Administrative Remedies.** The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- (6) **Performance of Contract Pending Final Resolution by the Court.** The contractor shall comply with the government of Guam’s decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the Chief Procurement Officer determines in writing that continuation of services under this contract is essential to the public’s health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

MISCELLANEOUS OTHER TERMS AND CONDITIONS

1. Payment and Release of Claims.

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

2. Written Notice of Claims.

All written notice of claims shall be governed by Guam law.

3. Responsibility of the Contractor.

The contractor is responsible for the professional and technical accuracy of all services, work and materials furnished under this contract. The contractor shall, without additional cost to the government of Guam, re-do services, correct or revise all errors or deficiencies in its services, work and material identified during the term of the contract, and any applicable warranty period.

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

3. Retention and Access to Records and Other Review.

The contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the contract; for inspection by the government of Guam. Each subcontract of the contractor pursuant to the contract shall include a provision containing the conditions of this "Retention and Access to Records and Other Review Clause".

In the event that federal funds are part of the contract, reference and access by the government of Guam, in this "Retention and Access to Records and Other Review Clause" shall be expanded to also include to the federal grantor and the U.S. Inspector General's Office or any duly authorized delegate of the federal government.

4. Property of Documents.

All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the government of Guam including all publication rights and copyright interests, and may be used by the government of Guam without any additional cost to the government of Guam, except as provided herein. All documents that form part of the contract are the property of the government of Guam and cannot be reproduced without the government of Guam's authorization, except as provided herein.

5. Indemnity.

The contractor agrees to agree to save and hold harmless; the government of Guam, its departments, agencies, officers, agents, representatives, successors, and assigns of other governmental agencies from any and all suits or actions of every nature and kind, which may be brought forth, or on account of; any injury, death, or damage arising or growing out of the acts or omissions of the contractor, the contractor's officers, agents, servants, or employees under the contract.

6. The Government of Guam Assumes No Liability.

The government of Guam assumes no liability for any accident or injury that may occur to the contractor, its officers, agents, representatives, successors and or dependents, or personal property while in route to or from; Guam/or on Guam, or during any travel mandated by the terms of this agreement. The government of Guam shall not be liable to the contractor for any services or work performed prior to there being an approved awarded contract, and the contractor expressly waives any and all claims for services performed or materials and supplies purchased in expectation of the contract, prior to an approved awarded contract.

7. Policy in Favor of Service Disabled Veteran Owned Business.

This procurement is subject to the policy in favor of Service Disabled Veteran Owned Business. In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the government of Guam for every service or supply offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

8. Insurance. (Service Contracts)

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

- a. Workers Compensation Insurance that covers all employees of the contractor working in any capacity in the contractor's services under this contract, in the amount as required by Guam law.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. The contractor shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than one million dollars (\$1,000,000.00) for bodily injuries or death per occurrence, and not less than three hundred thousand (\$300,000.00) for damages to property. Such policy shall insure the government of Guam and its respective agents and employees with respect to liability as a result of the operation of the services set forth in this contract.

9. Privacy Rights.

The contractor shall comply with all federal and Guam laws and regulation as to the privacy rights of individuals and as to any records and information of individuals providing services under this contract, including but not limited to the following:

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

(b) Client Confidentiality. The contractor shall ensure information obtained directly or indirectly from a recipient client under this contract shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized federal, Guam, 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.

10. Program Transitions.

All steps shall be taken by the contractor to ensure a smooth transition of the program to prevent any interruption of the services to the clients and to preserve the integrity of the program. The contractor, who has not been awarded a new contract or renewal of an existing contract under this program, shall immediately prepare to relinquish all program related information, files, equipment, service contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/ or items to the government of Guam.

11. Business Privilege Tax - Taxes.

The contractor is responsible for paying its Business Privilege Tax on payments received under the contract.

12. Drug Free.

The contractor must be drug-free on all properties that are part of the services that part of this contract.

ITEM NO.	DESCRIPTION	QTY./UOM	MONTHLY COST	PRICE EXTENSION
1.1	ELECTRONIC BEHAVIORAL HEALTH RECORD SYSTEM	12 MONTHS	\$ _____	\$ _____

BID BOND MUST BE COMPLETED AND SUBMITTED IN THE ENVELOPE LABELED "BID COST"