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RELEASE DATE: (December 4, 2014)

REQUEST FOR PROPOSALS
RFP/DPHSS-2015-001
for
**SPECIALIZED BANKING PROFESSIONAL SERVICES: WIC FOOD
INSTRUMENT and COUPON PROCESSING
GUAM SUPPLEMENTAL NUTRITION PROGRAM for WOMEN,
INFANTS AND CHILDREN (WIC)**

WILL BE RECEIVED UP TO 5:00 P.M. ON January 16, 2015) (Greenwich Mean Time (GMT)
+10 hours) at the Department of Public Health and Social Services (DPHSS)/WIC
Administration Office located at 15-6100 Mariner Avenue, Barrigada, Guam, 96913-1601

DIRECT ALL INQUIRIES IN WRITING RELATING TO THIS SOLICITATION TO THE
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION OF PUBLIC
HEALTH, BUREAU OF NUTRITION SERVICES, GUAM WIC PROGRAM CONTACTS
BELOW VIA FAX – 671-477-7945, OR EMAIL AT DPHSS-WIC@DPHSS.GUAM.GOV

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SECTION ONE

INTRODUCTION, TERMS, ACRONYMS, AND KEY DATES

1.1 INTRODUCTION

Island of Guam

Guam is an unincorporated territory of the United States in the western Pacific Ocean. Guam lies between 13.2°N and 13.7°N and between 144.6°E and 145.0°E, located approximately 3,300 miles West of Hawaii, 1,500 miles east of the Philippines and 1,550 miles South of Japan, and is the Western most territory of the United States.

The island of Guam is 30 miles (48 km) long and 4 to 12 miles (6 to 19 km) wide, 3/4 the size of Singapore making it the 31st largest island of the United States. It is the southernmost and largest island in the Marianas island chain and is also the largest island in Micronesia.

In 2014, Guam is estimated to have a population of about 168,000, up from 165,000 in 2013. Its population density is approximately 330 people per square mile, which ranks 37th in the world.

Banking Services for the DPHSS/WIC

DPHSS/WIC currently has twenty-two (22) authorized WIC retail vendors on Guam and serves approximately 7,500 clients monthly. It's currently banking provider processes approximately 25,000 to 40,000 Food Instruments (FIs) per month.

The Department of Public Health and Social Services, Women, Infants and Children (WIC) Program desires to enter into contract with a contractor who is, or is affiliated with an "Eligible Bank" to furnish banking services on a statewide basis for the DPHSS/WIC to disburse funds, on a controlled basis, to authorized DPHSS/WIC retail vendors in payment for specific nutritious foods purchased by DPHSS/WIC clients.

"Eligible Bank" shall mean any bank organized and operating under the National Banking Laws as a National Bank or any bank organized under the laws of any state or territory of the United States of America.

The Offeror must comply with Banking Regulation CC. For more information see Title 12, Chapter 2, Sub-Chapter, Part 229—Availability of Funds and Collection of Checks (Regulation CC) via website below.

URL website: <http://www.ecfr.gov>

Currently, DPHSS/WIC's automated information system, "Health And Nutrition Delivery System", (HANDS), issues, tracks, reconciles and generates data and reports. The database system is hosted by the Arizona WIC Program and includes other partners along with DPHSS/WIC and Arizona WIC, namely American Samoa WIC, Navajo Nation WIC, Commonwealth of the Northern Marianas WIC. DPHSS/WIC banking

services via this Request For Proposal (RFP) must fully integrate with HANDS so that required data may be generated, processed, and tracked. You can learn more about HANDS through the following:

<http://www.azdhs.gov/azwic/>

From the above, type in “HANDS” in the “Search” box.

The bank account will be funded daily via a wire transfer from the DPHSS/WIC’s Letter of Credit. The Contractor Bank is required to send an email confirmation by 8:00 a.m. Guam Time (GMT + 10 hours) every morning to the DPHSS/WIC Program with the previous day payments. This amount will be used as the wire transfer amount.

DPHSS/WIC is seeking a Contractor Bank for Banking Services who will specifically describe their approach to dealing with the printing and processing of Food Instruments (FIs), tracking methods, data reconciliation, generating data reports, and data retention.

1.2 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability to DPHSS/WIC, when it is determined to be in the best interest of DPHSS/WIC.

1.3 ELECTRONIC BENEFITS TRANSFER (EBT)

Planning is underway for EBT processing of DPHSS/WIC transactions, as mandated by United States Department of Agriculture, Food and Nutrition Service (FNS) by October 1, 2020. This federal mandate may result in the determination of the contract for FI/CSV processing services by the Contractor Bank to end without extension.

1.4 TERMS AND ACRONYMS (AND DEFINITONS) USED THROUGHOUT THE SOLICITATION

ADA	American Disabilities Act
CONTRACTOR	Any person who has a Contract with the government (of Guam)
COUPON	A coupon, voucher, or other negotiable financial instrument by which benefits under the FMNP are transferred to recipients
CPO	Chief Procurement Officer
CVV	Cash Value Voucher – used to redeem eligible produce.
DAYS	Calendar days unless otherwise specified
DOA	Division of Accounts
DPHSS	Department of Public Health and Social Services
EBT	Electronic Benefits Transfer – Electronic document (card) used by participants to obtain supplemental foods
EXHIBIT	Any item labeled as an “Exhibit” in the Solicitation or placed in the Exhibits section of the Solicitation

FI	Food Instrument – a voucher, check, draft, electronic benefits transfer card (EBT), coupon or other document which is used by a participant to obtain supplemental foods. A draft is a conditional payment contingent on an editing process.
FMNP	Farmers’ Market Nutrition Program authorized by section 17 of the Child Nutrition Act of 1966 (42 USC 1786), as amended
FNS	Food and Nutrition Service of the U.S. Department of Agriculture
GAR	Guam Administrative Rules
GMT	Greenwich Mean Time
GOVERNMENT	government of Guam (Gov’t of Guam, its departments, and agencies)
GSA	General Services Agency – Procurement authority for the government of Guam line agencies
HANDS	“Health And Nutrition Delivery System” automated information system
OFFEROR	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or thorough a duly authorized representative or agent, contemplated.
PROCUREMENT OFFICER	The contracting officer for the Department of Health and Social Services
PROPOSAL	bid or quotation
RFP	Request for Proposals
SOLICITATION	An Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
SOLICITATION AMENDMENT	A written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
SUBCONTRACT	Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
USDA	United States Department of Agriculture
WIC	Special Supplemental Nutrition Program for Women, Infants and Children

1.5 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the DPHSS/WIC’s best estimate of the schedule that will be followed. All times indicated is Guam time (GMT + 10 hours). If a component of this schedule, such as "Proposal Due Date/Time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Release of Request for Proposals	12/4/2014
Due Date to Submit Questions	12/19/2014
State's Response to Questions	12/30/2014
Proposals Due Date/Time	1/16/2015
Proposal Evaluations	1/16/2015 to 3/13/2015
Discussion with Offerors (if necessary)	1/16/2015 to 3/13/2015
Best and Final Offer (if necessary)	1/16/2015 to 3/13/2015
Notice of Award	1/16/2015 to 3/13/2015
Contractor Bank to merge its banking service system with WIC's current HANDS system (if necessary)	1/16/2015 to 3/13/2015

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

ALL INQUIRIES RELATING TO THIS SOLICITATION SHALL BE IN WRITING TO THE FOLLOWING CONTACTS VIA FAX – 671-477-7945 OR EMAIL AT DPHSS-WIC@DPHSS.GUAM.GOV

All questions shall be in writing and shall be submitted to the following contacts by the due date specified in Section 1.5, RFP Schedule and Significant Dates. DPHSS/WIC will respond in writing to questions as specified in Section 1.5, RFP Schedule and Significant Dates.

CONTACTS				
Name/Title	Organization	Tel. No.	Fax No.	Email Address
Charles Morris, Guam WIC Program Director	Division of Public Health, Bureau of Nutrition Services, Department of Public Health and Social Services	671-475-0287	671-477-7945	dphss-wic@dphss.guam.gov
David Gumataotao, Program Coordinator		671-475-0300		
Rose Castro, Management Analyst		671-475-0299		

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

2.1.1 Overview

The Department of Public Health and Social Services (DPHSS), Bureau of Nutrition Services (BNS) administers funds provided by the United States Department of Agriculture (USDA) for operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and the Guam Farmers' Market Nutrition Program (FMNP).

WIC is a cost-effective nutrition intervention program that provides supplemental foods, nutrition education, and referrals to other health and social services as an adjunct to good health care during critical times of growth and development in order to prevent occurrence of health problems and to improve the health status of eligible women, infants and children. Applicants are eligible based upon their category (pregnant, breastfeeding and postpartum women; infants; and children less than five years of age), residency, income and nutritional status.

Participants/authorized representatives generally receive three (3) types of negotiable food instruments (conditional drafts) throughout the year for specific kinds and amounts of nutritious foods. Two of these food instruments can be issued monthly, bi-monthly, or every three months (currently). Of these two food instruments, one is used to redeem authorized foods such as eggs, milk, cheese, while the other is a Cash Value Voucher (CVV) use to purchase fruits and vegetables. The remaining food instrument is the Farmers Market Nutrition Program (FMNP) coupon. This is discussed more in the following pages, (See Exhibit A). Participants/authorized representatives redeem the first two aforementioned food instruments above (not the FMNP coupon) at authorized vendor locations (i.e., retail stores and military commissaries) which meet certain criteria and who have signed a vendor agreement to follow all DPHSS/WIC Program rules and regulations. The vendor endorses and deposits the food instrument in its financial institution.

The vendor's financial institution routes food instruments through the Federal Reserve System to the DPHSS/WIC Program's financial institution (Contractor). The Contractor shall receive and review food instruments according to standardized conditional criteria for payment. Food instruments, which meet all conditional criteria, are accepted for payment and the funds are credited to the vendor's account through standard banking procedures.

In 2010, President Obama signed the Healthy, Hunger Free Kids Act of 2010, which contains provisions for WIC State Agencies to migrate from a paper-based food benefits delivery system for WIC to an Electronic Benefits Transfer system (EBT) by October 2020. DPHSS/WIC Program between FY2014 and FY2020 will be implementing EBT as an alternative to the issuance and redemption of paper DPHSS/WIC drafts, food instruments. EBT relies on electronic payment networks or the internet and card technologies to issue and redeem DPHSS/WIC food benefits.

Through the DPHSS/WIC EBT system, participants/authorized representatives will be using the on-line magnetic stripe card whereas benefit redemption transactions are carried over nationwide electronic payment networks in real time or will be using the offline smart card technology whereas benefits are stored on the integrated circuit chip embedded in the card, DPHSS/WIC transactions are stored on a server at the DPHSS/WIC vendor location and at the end of the day the DPHSS/WIC vendor uploads DPHSS/WIC transactions to a central database via the internet and each food item redeemed is decremented from the benefit balance carried in the household's benefit account.

Farmers Market Nutrition Program

The Farmers Market Nutrition Program (FMNP) provides fresh fruits and vegetables and nutrition education to women and children who participate in the DPHSS/WIC Program. Participants receive FMNP food instrument (conditional drafts) prior to the farmers market season which occurs every year. The FMNP food instruments may be redeemed by the participant at approved Farmers' Market sites and roadside stands to purchase locally grown fruits and vegetables from DPHSS/WIC contracted authorized farmers. The FMNP food instruments are then deposited in the farmer's financial institution and reimbursement is processed in the same manner as the DPHSS/WIC food instrument mentioned above.

2.1.2 Food Delivery System

WIC: DPHSS/WIC uses a retail food delivery system. Enrolled DPHSS/WIC participants receive food instruments (See Exhibit A: WIC Food Instrument (including CVVs)). The food instrument is used to buy specific foods at DPHSS/WIC authorized vendor locations.

When DPHSS/WIC EBT is implemented, DPHSS/WIC participants will receive a DPHSS/WIC EBT card. As with the food instruments, the DPHSS/WIC EBT card is used to buy specific foods at DPHSS/WIC authorized vendor locations.

Vendors may be added during the year if needed, and may be removed due to numerous reasons such as a change in ownership. The vendor database is updated electronically and a Vendor File (format provided by DPHSS/WIC is shown on Exhibit B: Vendor File Format) is provided to the Contractor nightly for processing. During the contract period, the DPHSS/WIC may implement a special food instrument(s) due to changes proposed by USDA in the DPHSS/WIC food package.

FMNP: Guam operates the Farmers' Market Nutrition Program for women and children. Participants in the program receive food instruments (See Exhibit A: FMNP Food Instrument) that are used for the purchase of locally grown fresh fruits and vegetables. The approved Farmers' Markets consist of local farmers who have a farmer agreement with DPHSS/WIC to provide the approved produce. Farmers may be added or removed during the year as necessary. When this happens, the farmer ID number, name, and address are provided to the Contractor for addition or deletion from the list that the Contractor has on file for authorized farmers.

2.1.3 WIC Food Instruments and FMNP Food Instruments

WIC: DPHSS/WIC contracts with local health agencies, governmental and community based private and non-profit (local agencies) to provide health services, nutrition education, and supplemental foods to DPHSS/WIC participants island-wide. The food instrument is printed by the local agency through DPHSS/WIC's automated Health And Nutrition Delivery System (HANDS) and distributed to each participant. Food instruments are assigned a series of unique numbers up to 10 digits (the system currently utilizes only 8 digits for the food instrument numbers) by the HANDS. The HANDS will select one of the available unique numbers in sequence and print it on each food instrument. The participant or authorized representative (proxy) must sign a receipt for all food instruments received. The food instruments must be used by the participant within the "FIRST DATE TO USE" date and "LAST DATE TO USE" date printed on the face of the food instrument. Each food instrument type has pre-set conditional edit criteria.

The HANDS vendor maintenance will make available to the Contractor nightly, an issuance file (See Exhibit C: Issuance File Layout) which contains information on all of the food instruments issued to participants that day. The HANDS vendor maintenance will electronically place the file in the Contractor's Secure File Transfer Protocol (SFTP) site for their use (See Exhibit D: Contractor SFTP Site Format and Data Exchange).

FMNP: DPHSS/WIC administrative staff provides a range of assigned FMNP food instruments by local agency. FMNP food instruments are edited against the assigned range of coupon numbers. The participant or authorized representative must sign a receipt for all coupons received.

FMNP food instruments must be used by the participant within the "FIRST DATE TO USE" date and "LAST DATE TO USE" date printed on the face of the coupon.

2.1.4. Redemption

WIC: The food instrument is taken to a DPHSS/WIC contracted vendor for redemption. At the point of purchase, the cashier enters the date of use and amount of purchase. The participant or their authorized representative then signs the food instrument validating the information entered. The vendor accepts the food instrument for the amount of purchase, validates it with an authorized vendor stamp, and deposits it in their financial institution. The food instrument is then routed through the Federal Reserve System and presented to the Contractor for payment.

At presentation, the Contractor reviews the food instrument to ensure that it meets all established DPHSS/WIC redemption conditional edit criteria (See Exhibit E pgs. 1 of 5, 2 of 5, and 3 of 5: DPHSS/WIC Redemption Criteria – Conditional Edits for example of current criteria). If the established redemption criteria are not met, the food instrument is processed as follow:

- 2.1.4.1 Food instruments with a missing date of use or vendor stamp will be re-evaluated (endorsement edit). If the date of use or vendor name, store number or address is present on the back of the food instrument, the information will

be used to validate the redemption and pay the food instrument after all other edit criteria have been performed.

2.1.4.2 Food instruments that are over the maximum dollar amount printed on the face of the food instrument or have an unreasonable dollar amount will be paid the maximum amount allowed for the food instrument type and vendor's peer group through an Automated Clearing House (ACH) process. This information will be provided to the Contractor via the Food Instrument Type File (Exhibit H). The ACH process will occur through one of three different methods: debit or credit or demand. The ACH process utilized is determined by an appropriate code that will be provided to the Contractor via the Vendor File.

2.1.4.3 All other food instruments that do not meet DPHSS/WIC redemption conditional edit criteria will be rejected for payment and returned to the vendor. The vendor will be responsible to pay the return fee charged by their financial institution.

FMNP: The FMNP food instrument is used at DPHSS/WIC Contracted farmers' markets sites and roadside stands within the "FIRST DATE TO USE" date and "LAST DATE TO USE" date and redeemed by DPHSS/WIC authorized farmers for fresh fruits and vegetables. The participant or authorized representative then signs the FMNP food instrument validating the purchase. The Farmer accepts the FMNP food instrument for the amount of purchase, validates the FMNP food instrument with an authorized farmer stamp, and deposits it in their financial institution. The FMNP food instrument is then routed through the Federal Reserve System and presented to the Contractor for payment. At presentation to the Contractor, the FMNP food instrument is reviewed to ensure that it meets all established DPHSS/WIC FMNP redemption conditional edit criteria (See Exhibit E, pgs. 4 of 5 and 5 of 5: FMNP Redemption Criteria – Conditional Edits). If the established redemption criteria are not met, the FMNP food instrument is processed as follows:

2.1.4.3.1 FMNP food instruments with a missing farmer stamp shall be re-evaluated (endorsement edit). If the farmer name, ID number, or address is present on the back of the FMNP food instrument, the information shall be used to validate the redemption and pay the FMNP food instrument.

2.1.4.3.2 All other FMNP food instruments that do not meet DPHSS/WIC Farmers' Market redemption conditional edit criteria shall be rejected for payment and returned to the farmer. The farmer will be responsible to pay the return fee charged by their financial institution.

2.1.5 Reconciliation:

Title 7 Code of Federal Regulations (CFR) § 246.12 (q) and Farmers' Market Nutrition Program Title 7CFR §248.10 (h) requires a one to one reconciliation of

all WIC food instruments and FMNP food instruments produced, distributed and redeemed. Refer to the following links for more information:

For WIC regulations – 7CFR246 –

<http://www.fns.usda.gov/wic/wic-laws-and-regulations>

For FMNP regulations 7CFR248 -

<http://www.fns.usda.gov/wic/wic-laws-and-regulations> (select WIC FMNP then Regulations)

At the end of each banking business day, the Contractor shall provide DPHSS/WIC with Paid Files (See Exhibit F, pg. 1 of 2: PAID File Layout and Exhibit F, pg. 2 of 2: Farmers' Market PAID File Layout) that will be used by the program to complete its one to one reconciliation of all food instruments and coupons.

The Contractor shall also provide DPHSS/WIC with daily bank statements and series of reports (See Exhibit G: DPHSS/WIC Food Instrument Processing Reports and Farmers' Market Food Instrument Processing Reports – via a data file that can be read using Microsoft Word 2007 and should include an index with Hyper-Links to individual report sections.

2.2 GENERAL REQUIREMENTS

Contractor Bank shall ensure that it will comply with all pertinent Federal and DPHSS/WIC requirements.

Federal

Title 7 (Agriculture), Chapter II, Subchapter A, Part 246 (Code of Federal Regulations).

For WIC regulations – 7CFR246 -- <http://www.fns.usda.gov/wic/wic-laws-and-regulations>

Title 7 Code of Federal Regulations (CFR) § 246.12 (q) and Farmers' Market Nutrition Program Title 7CFR §248.10 (h) requires a one to one reconciliation of all WIC food instruments and FMNP food instruments produced, distributed and redeemed. Refer to the following links for more information:

For FMNP regulations 7CFR248 -- <http://www.fns.usda.gov/wic/wic-laws-and-regulations> (select WIC FMNP then Regulations)

Title 7 Code of Federal Regulations (CFR) Part 3016, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments

For Title 7 Code of Federal Regulations (CFR) Part 3016 -- http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title07/7cfr3016_main_02.tpl

Local

Title 2, Guam Administrative Rules and Regulations (GAR), General Services Agency (GSA) Procurement Regulations

<http://www.guamcourts.org/CompilerofLaws/gar.html>

Title 5, Guam Code Annotated (GCA), Guam Procurement Law

<http://www.guamcourts.org/CompilerofLaws/gca.html>

2.3 OBJECTIVE

To provide processing and banking services to the DPHSS/WIC for the redemption of WIC food instruments and FMNP food instruments issued to program participants and redeemed at DPHSS/WIC authorized vendors and farmers' market locations and roadside stands. DPHSS/WIC requires a total solution and will not pay or compensate the Contractor for performance except as specified on the "Fee Schedule" (Appendices C-1 and C-2).

2.4 SCOPE OF WORK

The scope of service under this RFP encompasses the provision of banking services for DPHSS/WIC. Contractor Bank must be able to work with twenty-two (22) authorized retail vendors in the DPHSS/WIC Program to process approximately 25,000 to 40,000 FIs/CVVs per month. Contractor Bank must maintain and retrieve banking records, make payments to DPHSS/WIC retail vendors based on valid FI/CVV criteria, be able to make manual FI/CVV edit changes as requested by DPHSS/WIC, and maintain records for audit purposes of transactions completed. DPHSS/WIC currently serves approximately 7,500 persons monthly.

All services and for who services are to be provided for shall be in accordance with this RFP, including its attachments and any addenda.

2.4.1 Activity:

A payable-through-draft controlled disbursement account (hereinafter referred to as food instruments) will be maintained by the Contractor at their bank or affiliate bank, through which all DPHSS/WIC food instruments will be presented. The Contractor will review all DPHSS/WIC food instruments for the program-specified criteria, and will post/charge the account only for those items which meet the Program's specified conditions. Food instruments which do not meet the Program's conditions will be returned unpaid to the depositing vendor. The Contractor will daily interface with the HANDS electronically to advise of the account balance and debit/credit activity. DPHSS/WIC will fax or email this information to the Department of Administration, Division of Accounts (DOA) which will serve as the basis for the dispersal of funds into DPHSS/WIC Account of the Contractor's bank. DOA will periodically disburse funds via wire transfer into the Contractor's DPHSS/WIC Account in amounts sufficient to cover the value

of the food instrument actually issued to DPHSS/WIC clients and which are clearing through the account, maintaining a positive balance at all times.

The Contractor will provide earnings credits against service fees for balances maintained. All food instruments will be placed onto an optical media disk (CD ROM) and will be retrievable through Microsoft Windows 7 or compatible software. The software shall be able to sort all draft data and to build, generate and save standard reports, as well as generate ad hoc reports on any combination of data fields captured on the food instruments. The Program will receive from the Contractor two (2) copies of the optical disk (CD ROM) containing the previous months drafts within seven (7) days of the succeeding month.

2.4.2 Accounts:

The Contractor shall provide the DPHSS/WIC with a high-volume transaction processing service for both the DPHSS/WIC and Farmers' Market Nutrition Programs (FMNP).

2.4.2.1 The Contractor shall provide monthly activity accounts, which will include but are not limited to:

- WIC
- WIC FMNP

2.4.2.2 The period for all accounts must be maintained on a calendar month basis from the first through the last day of each month.

2.4.2.3 The Contractor must provide DPHSS/WIC with the same security, access and insurance provisions that apply to any commercial account.

2.4.3 Wire Transfers:

The Contractor shall accept incoming wire transfers (deposits) from the government of Guam Treasurer's Office and apply to the respective accounts. The Contractor shall assist DPHSS/WIC in maintaining a positive daily balance:

2.4.3.1 Wire transfers transmitted by the Guam Treasurer's Office (GMT + 10 hrs.) shall receive same day credit.

2.4.3.2 DPHSS/WIC will have on-line access of the account status as of posting the night before. The Contractor shall provide approved DPHSS/WIC staff with user identifications and log on capabilities which will provide electronic access to information, which will include but not be limited to, account balances, disbursements and reports daily.

2.4.3.3 If the account balance is falling below the preset minimum daily level, DPHSS/WIC shall be notified via telephone, fax or email of the Contractor's concerns.

2.4.3.4 The Contractor shall provide overdraft protection for twenty-four (24) hours. After twenty-four (24) hours, the Government shall pay the Contractor prime plus two percent interest on the overdrawn amount until the Contractor receives a deposit, or deposits, sufficient to create a positive account balance.

2.4.4 Receive and Process Food Instruments and Coupons on the Accounts:

2.4.4.1 The Contractor shall receive WIC food instruments or FMNP food instruments drawn on the above-mentioned accounts from the Federal Reserve and other banks.

2.4.4.2 Before payment, the Contractor shall review all WIC food instruments or FMNP food instruments according to the following criteria, which will include but not be limited to:

WIC:

- Valid food instrument number – the serial number on the food instrument(s) are valid. The numbers match an issuance number or range provided.
- Valid date of redemption – the food instrument is paid by the Contractor within 60 days of the “FIRST DATE TO USE” date printed on the face of the food instrument.
- Redemption amount by food instrument type – the amount of the food instrument does not exceed an established dollar amount by food instrument type (See Exhibit H: Food Instrument Type File Layout). Note: Default maximum redemption (currently \$200.00) will be defined by DPHSS/WIC for any food instrument type that does not have an established dollar amount by food instrument type at the time of presentment to the Contractor for payment (i.e., new food package established).
- Valid vendor number – the vendor number stamped on the food instrument is legible and valid when compared to the **DPHSS/WIC Program Authorized Vendor list** of identification numbers; or the store name, store number, or address have been compared to the authorized vendor list and deemed valid.
- Valid date of use – the food instrument cannot be used before its “FIRST DATE TO USE” date and not after the “LAST DATE TO USE” date. The “DATE OF USE” date is written in the appropriate box by the cashier on the food instrument and must not be before the “FIRST DATE TO USE” date and not after the “LAST DATE TO USE” date.
- Cashier initials – verify to ensure that cashier initials are

present and in the appropriate box on the face of the food instrument.

- Alteration – the food instrument has not been altered. An example of an alteration is white-out was used on the amount of formula listed on the face of the food instrument and a new amount inked in by a ballpoint pen.
- Signature – verify to ensure that a signature is present, includes initials, in the signature box (lower right hand side) on the face of the food instrument.
- Stop payment – verify that there is not a stop payment on the serial number of the food instrument.
- Re-authorization stamp – the food instrument which was previously rejected has a re-authorization stamp to allow re-submission for payment.

Guam FMNP:

- Valid FMNP food instrument number – the serial number on the coupon(s) are valid. The numbers match an issuance number and range provided.
- Valid farmer number – the farmer number stamped on the FMNP food instrument is legible and valid when compared to the current and updated **DPHSS/WIC FMNP Authorized Farmer list** of numbers; or the name, farmer number, or address have been compared to the authorized farmer list and deemed valid.
- Valid date of use – the FMNP food instrument was used prior to the expiration date. Note: Cannot be used prior to the “FIRST DATE TO USE” date and not after the “LAST DATE TO USE” date.
- Signature – verify to ensure that a signature is present, includes initials, on the lower right hand side of the face of the FMNP food instrument.
- Valid date of redemption – The FMNP food instrument was deposited for redemption by the farmer no more than 30 days after the “LAST DATE TO USE” date. Note: No FMNP food instrument can be paid after September 30 each calendar year.

Criteria for accepting WIC food instruments or FMNP food instruments may change periodically and the Contractor shall have the ability to implement the changes requested by DPHSS/WIC within five business days of notification.

2.4.5 Rejected Food Instruments or Coupons:
Missing Stamp (Vendor/Farmer) or Date of Use:

WIC food instruments or FMNP food instruments missing the stamp

(vendor/farmer) and/or the date of use shall be edited twice and if the following conditions are met paid.

The Contractor shall perform a second level review of WIC food instruments and FMNP food instrument as follows:

- 2.4.5.1 The WIC food instrument/ FMNP food instrument shall be reviewed to determine if the vendor's/farmer's name, store number and/or address or the date of use are imprinted on the back of the WIC food instrument/ FMNP food instrument.
- 2.4.5.2 Information shall be entered in the system and all other conditional edit criteria shall be performed.
- 2.4.5.3 The Contractor shall accept and process a second presentation of these items (returned initially) as long as the item is submitted within 60 days of the "FIRST DATE TO USE" date printed on the face of the WIC food instrument or "LAST DATE TO USE" date printed on the face of FMNP food instrument.

WIC Food Instruments:

Food instruments that are over the maximum dollar amount printed on the food instrument or have an unreasonable dollar amount, in accordance with Exhibit H, shall be paid the maximum amount allowed for the food instrument type and vendor's peer group (See Exhibit H: Food Instrument Type File Layout). This shall be accomplished in one of the following three ways according to an appropriate code in the Vendor File (See Exhibit B: Vendor File Format).

- If vendors provide written approval to DPHSS/WIC, the Contractor shall electronically debit the vendor's bank account for the dollar amount difference that is over the maximum amount allowed (see above). Debits may occur as frequently as daily or as long as three days after the WIC food instrument is initially reviewed and determined to be over the maximum. A single ACH debit may occur for each WIC food instrument that warrants a debit or an ACH debit may include multiple WIC food instruments, as long as each WIC food instrument's individual information is itemized and reported (both paper and electronically) to account for the debited amount; or
- The Contractor shall initially reject the WIC food instrument for payment due to the requested amount being over the maximum amount allowed (see above). Payment shall be electronically credited to the vendor's account, no more than one week after the rejection via an ACH transfer for the maximum dollar amount allowed for the WIC food instrument type and the vendor's peer group; or
- The Contractor shall contact DPHSS/WIC immediately (prior to making a payment decision) if a WIC food instrument presents and the default

maximum is being used to edit the maximum value (currently \$200.00). The Contractor shall provide all WIC food instrument information to DPHSS/WIC and these items shall go through a separate state initiated process to identify an appropriate payment before the item is rejected for payment.

Upon the Contractor's receipt of the payment information, an electronic debit from or credit to the vendor's account shall occur.

Following all debits or payments, a notice of transfer shall be made available to DPHSS/WIC through the Contractor's reporting system.

Rejected for Payment:

All WIC food instruments or FMNP food instruments that are rejected for payment shall be stamped by the Contractor with the reason for its rejection on the face of the WIC/FMNP food instrument (stamp message to be defined by DPHSS/WIC).

The Contractor shall then enter the WIC/FMNP edit code into the daily Paid File. The Contractor shall then return the rejected WIC/FMNP food instruments to the originating bank for proper credit.

2.4.6 Holds/Stop Payments:

Upon written notification (may include electronic mail) to the Contractor by DPHSS/WIC, the Contractor shall hold for approval or stop payment, an individual or range of WIC food instrument numbers.

2.4.6.1 If a hold is placed on a WIC food instrument, DPHSS/WIC shall be notified when it is presented for payment.

2.4.6.2 The Contractor shall send the item to DPHSS/WIC for review and a decision will be made regarding the disposition of the WIC food instrument.

2.4.6.3 It will either be paid or returned depending upon the initial problem.

2.4.7 Secure File Transfer Protocol (SFTP) Site:

The Contractor shall manage the placement, pick up, and processing of all files. The communication mechanism shall be via a Secure File Transfer Protocol (SFTP) site (See Exhibit D: Contractor SFTP Site Format and Data Exchange). The DPHSS/WIC HANDS vendor maintenance shall make available to the Contractor nightly; Monday through Friday, the vendor and Issuance files (See Exhibit B: Vendor File Format and Exhibit C: Issuance File Layout).

The DPHSS/WIC HANDS vendor maintenance will make available to the Contractor monthly; on the last banking business day of the month, the Food Instrument Type File (See Exhibit H: Food Instrument Type File Format).

The Contractor shall test the file for integrity before it is processed. Files shall not be processed if missing a trailer record or total count; or the totals from trailer record is off when compared to the actual count or totals from the details records. If an item has already been issued, paid, or voided, or the food instrument type code is invalid (not on the type file), or there is invalid vendor information the error condition shall be reported daily to DPHSS/WIC.

The Contractor shall accept the Food Instrument Type File generated and submitted by the DPHSS/WIC HANDS vendor maintenance on the last business day of the month, and generate a report that shall be placed on the SFTP site for access by DPHSS/WIC on the next banking business day following its receipt.

The Contractor shall hold implementation of the Food Instrument Type File for five banking business days following its receipt. The File shall be uploaded into the Contractor's system on the night of the fifth banking business day, so that the Contractor shall utilize the new information on the sixth banking business day to edit food instruments.

During the hold period (first five banking business days of the month), the Contractor shall retain the prior values for the payment of all food instruments for all vendor peer groups until implementation of the new values received in the Food Instrument Type File (sixth banking business day).

Once the Food Instrument Type File is implemented on the sixth banking business day, the Contractor shall not process any updates to the file at any time during the month until the receipt of the following months' Food Instrument Type File on the last banking business day of current month.

Nightly, following the end of day processing, the Contractor shall electronically post at the SFTP site, an ASCII data file for each account that contains, but not be limited to the following information:

2.4.7.1 Food Instruments Paid File Information (See Exhibit F: WIC Food Instruments PAID File Layout)

2.4.7.2 Coupons Paid File Information (See Exhibit F: Farmers' Market PAID File Layout for example of current file)

2.4.8 Reconciliation:

The Contractor shall reconcile its redemptions and rejections of Food Instruments and Coupons to the Federal Reserve presentations.

2.4.9 Reports:

The Contractor shall provide DPHSS/WIC with daily account activity reports (See

Exhibit G: WIC Food Instrument Processing Reports and Farmers' Market Food Instrument Processing Reports) via a data file placed on the FTP site that can be read using Microsoft Word 2007 and should include an index with Hyper-Links to individual report sections.

The Contractor shall also provide DPHSS/WIC with a detailed statement of the monthly activity accounts electronically and hard copy with its accounting statement following the end of the reporting month. Reports shall be provided even if no match condition is found and the reported amount or total is zero.

The Monthly Activity Account Statements shall include, but not be limited to the reports and their descriptions listed in Exhibit G: WIC Food Instrument Processing Reports and Farmers' Market Coupon Processing Reports.

2.4.10 Record Retention:

The Contractor shall assume responsibility for the retention of the DPHSS/WIC and FMNP food instrument records. All WIC/FMNP food instrument records shall be retained in accordance with WIC Program requirements at 7 CFR § 246.25 (a), Farmers' Market Nutrition Program requirements at 7 CFR § 248.23 (a) and Title 7 Code of Federal Regulations (CFR) Part 3016, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments.

2.4.10.1 In lieu of the return of the original WIC/FMNP food instruments to DPHSS/WIC, the Contractor shall image "index" (front and back of each WIC/FMNP food instrument) in numerical order (lowest to highest).

2.4.10.2 Images shall be retained on file and provided to DPHSS/WIC by Internet access or upon request on CD-ROM.

2.4.10.3 Original WIC/FMNP food instruments deemed Compliance Buys shall be returned to DPHSS/WIC for program use within *10 days of presentment to the Contractor*.

2.4.10.4 WIC/ FMNP food instruments shall be disposed of in accordance with Federal WIC Regulations at 7 CFR § 246.26 (d), which provides that confidential information regarding WIC participants may not be disclosed. Confidential participant information is any information that individually identifies a participant and/or family member. As WIC food instruments contain the name of a participant or family member they shall be disposed of to ensure confidentiality. Refer to the following links for more information: For WIC regulations – 7CFR246 --
<http://www.fns.usda.gov/wic/wic-laws-and-regulations>

For FMNP regulations 7CFR248
<http://www.fns.usda.gov/wic/wic-laws-and-regulations> (select WIC FMNP then Regulations)

For Title 7 Code of Federal Regulations (CFR) Part 3016 –
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title07/7cfr3016_main_02.tpl

2.4.10.5 All cleared and voided food instruments shall be retained for a minimum of 90 days and may then be destroyed.

2.4.10.6 Upon termination of the contract, the contractor shall retain and make available to the DPHSS/WIC all electronic images of its prior food instrument processing history for a period of 7 years from the date of termination of the contract or until all audits within the last seven (7) years have been completed whichever is later.

2.4.10.7 The Contractor Bank shall agree to allow DPHSS/WIC, Local and Federal auditors, as well as DPHSS/WIC staff access to all the records to this contract, for audit and inspections, and monitoring of services. Arrangements to review these documents can be made through the Contract Administrator, during normal business hours.

2.4.11 Enhancements:

2.4.11.1 The Contractor shall have the ability to program enhancements to their system to meet new requirements for processing or reporting.

2.4.11.2 The Contractor Bank shall be responsible for any and all programming costs incurred in meeting the current system requirements specified in the Scope of Work.

2.4.11.3 DPHSS/WIC is currently engaged in planning activities or the implementation of WIC Electronic Benefit Transfer (EBT). It is likely that WIC EBT may be implemented during the period of the contract issued from the Request for Proposal. If WIC EBT is implemented during the contract period, DPHSS/WIC reserves the right to terminate the contract.

2.4.12 Invoices:

The Contractor shall submit monthly billing invoices within 30 days of services provided to DPHSS/WIC. All invoices shall be broken down by individual account (WIC and WIC FMNP). DPHSS/WIC will process invoices for payment within thirty (30) working days of receipt of the invoice.

2.4.13 Disaster Recovery Plan:

The Contractor Bank shall have in place and describe to DPHSS/WIC its disaster recovery procedure in the event the Contractor's data processing systems are inoperable for an extended period of time due to natural causes such as fires,

flooding, electrical storms, electrical power outages or civil disorders. For the purposes of this mandatory requirement, an extended period of time is defined as more than forty-eight (48) hours.

This plan shall include a "hot site," i.e., another location which has duplicates of all software, data and facilities needed for processing and is available for the Contractor Bank's use within twenty-four (24) hours or less.

2.5 KEY PERSONNEL

It is essential that the Offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Offeror must assign specific individuals as the key personnel:

2.5.1 The Offeror agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to DPHSS/WIC.

2.5.2 If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Offeror shall immediately notify DPHSS/WIC, and shall, subject to the concurrence of DPHSS/WIC, replace such personnel with personnel of substantially equal ability and qualifications.

2.6 OWNERSHIP OF INFORMATION

2.6.1 Title and all exclusive copyrights to all reports, information, data, materials and software prepared by the Contractor Bank in the performance of this Contract shall vest in DPHSS/WIC. Subject to applicable Local and Federal laws and rules, DPHSS/WIC shall have full and complete rights to reproduce, duplicate, adapt, distribute, display, disclose and otherwise use all such information and materials.

2.6.2 The Contractor Bank shall agree to give recognition to the DPHSS/WIC and federal grantor for its support of the program when publishing program material or releasing program related public information.

2.7 CONFIDENTIALITY

Information, including but not limited to, news releases and studies pertaining to this RFP or the services, data, or project to which it relates shall not be made available to third parties without prior written approval from, and only in coordination with, DPHSS/WIC. Requests for medical and/or financial information shall be in writing and disclosure authorized to DPHSS/WIC. No medical and/or financial information contained in the Contractor Bank records obtained from the DPHSS/WIC or from others in carrying out the functions under this Contract shall be used or disclosed by the Contractor Bank, its agents, officers, employees or subcontractor(s).

Neither medical and/or financial information nor names or any other information regarding any person applying for, claiming, or receiving items or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.

2.8 DELIVERABLES

- 2.8.1 Daily Account Activity Reports due within 48 hours of close of banking business day following the day work was processed.
- 2.8.2 Monthly Activity Account Statement due no later than two banking business days following month end.
- 2.8.3 Detailed Invoice for services provided during the prior month due no later than 30 calendar days from the end of the reporting period.
- 2.8.4 Original food instruments deemed as compliance buys, high risk monitoring or other requested actions due no later than seven calendar days after redemption.
- 2.8.5 Data Recovery on an as needed basis.
 - a. Corrected Data Transmission - Within one (1) business day Transmission
 - b. Replacement Data Transmission - Within one (1) business day

2.9 ACH PROCESSING

The Offeror must comply with any and all applicable local and federal laws or regulations and all National Automated Clearing House Rules and further agree will not initiate or transmit any entry that violates the laws of the United States, including, but not limited to, any law or economic and trade sanction administered or enforced by the Office of Foreign Asset Control (OFAC).

2.10 ANCILLARY SERVICES

A variety of ancillary support services and supplies are required for ongoing operations of DPHSS/WIC automated information system. Printing and shipping costs are expected to be a pass through item with the approval of DPHSS/WIC. Further, DPHSS/WIC will reserve the right to solicit and purchase these items on its own. Reimbursement for these administrative services will be made based on the proposed cost billed on a per item basis. Payment to third parties by the Vendor will be made before submitting a request for payment to DPHSS/WIC. Depending on the availability of funds, these services may not be included in the contract. A listing and specifications for these services are as follows:

<u>Item</u>	<u>Frequency</u>	<u>Timeframe/Deadline for receipt by DPHSS/WIC</u>
FI/CVV Stock	As requested	FI/CVV stock to be received within six (6) weeks of the order. If there are any design changes, delivery should be within two (2) months of order. Initial check stock must be available prior to start date of contract. Acetates or approved proof of FI/CVV layouts should be available upon demand of DPHSS/WIC staff.

1. FI/CVV Stock [Magnetic Ink Character Recognition (MICR) encoded with bank information]

The Contractor Bank shall provide secure MICR bond paper in a size and quantity specified by DPHSS/WIC. The paper shall be suitable for use on laser printers, with security features designed to prevent unauthorized duplication of FIs/CVVs. At a minimum, the security features will include:

- (a) Microline security print on the face of the document;
- (b) High resolution border(s); and
- (c) Custom artificial watermark on the back of the document.

The Contractor Bank shall be responsible for insuring that the paper quality and the MICR line printing meet American Banker's Association ("ABA") standards. If any FI/CVV stock does not meet quality standards, it shall be the responsibility of the Contractor Bank to replace or require the printer to replace the stock. The Contractor Bank shall use competitive bidding procedures to insure that the best possible price is obtained for DPHSS/WIC.

2. Printing (see Exhibit A for details of Front and Back of FI/CVV/ (and FMNP coupon))

3. FI/CVV Specifications

- (a) Width: 8-1/2"
- (b) Height 3-2/3"
- (c) Form control number in red on back of draft

4. Perforations

FI/CVV body shall be perforated to allow three (3) per sheet.

5. Safety Features

Void feature and warning band on front side stock, and artificial watermark on back side of stock to prevent fraudulent color photocopying as well as erasure proof ink to prevent alteration.

6. Ordering

Orders are made approximately four (4) times per year. DPHSS/WIC allows a two (2) month turnaround from the time newly designed FI/CVV stock is ordered. When additional FIs/CVVs of the current design are needed, a maximum six (6) week turnaround time is required.

7. Packaging

2,000 FIs/CVVs are to be packed in each box. Each box must be numbered in sequence. The offeror must provide DPHSS/WIC with packing lists showing the starting and ending number for each box.

8. Storage and Delivery

All FIs/CVVs must be stored at the Contractor Bank's location in secure storage and delivered automatically to the Tiyan WIC Administrative Office whenever minimum inventory levels are reached or at the request of DPHSS/WIC staff. The Contractor Bank must be able to track the issuance rate of FIs/CVVs and compare it to their inventory on hand to determine an automatic delivery schedule. Deliveries may be on a quarterly basis. When multiple cases of FIs/CVVs are delivered to the Tiyan WIC Administrative Office, the starting and ending box numbers of the entire shipment must be consecutive. The storage facility must have the ability to perform both manual and computer inventories at the request of DPHSS/WIC.

Deliveries must be made automatically and directly to the Tiyan WIC Administrative Office and signed upon receipt by an authorized DPHSS/WIC Administrative person. Automatic reorder levels will be determined during contract negotiations. The capacity to ship overnight express must be available. Delivery must be made by a bonded courier.

In case of lost, damaged, or stolen shipments, compensation to DPHSS/WIC must be made for costs of all FIs/CVVs improperly redeemed, plus costs incurred for the replacement of the shipment.

9. DPHSS/WIC will reserve the right to solicit and purchase these items on its own.

The above **Specialized Banking Professional Services: WIC Food Instrument and Coupon Processing, Guam Supplemental Nutrition Program for Women, Infants and Children (WIC)** Request for Proposal Specifications were prepared by the following personnel of the Department and Public Health and Social Services, Division of Public Health, Bureau of Nutrition Services, Guam WIC Program.

Charles H. Morris, Guam WIC Program Director
David S.N. Gumataotao, Program Coordinator
Rose M. Castro, Management Analyst

SECTION THREE

PROPOSAL FORMAT, CONTENT, AND SUBMISSION

3.1 PROPOSAL PREPARATION

- 3.1.1 Forms: No Facsimile, Telegraphic or Electronic Mail Proposals. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Proposal shall be rejected if submitted in response to this request for proposal.
- 3.1.2 Typed or Ink; Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.
- 3.1.3 Evidence of Intent to be Bound. The **SUBMISSION FORM FOR PROPOSAL** form (Appendix C-3, Page 85) within the Solicitation shall be submitted with the Proposal and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Proposal. The signature shall signify the Offeror's intent to be bound by the Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- 3.1.4 Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- 3.1.5 Cost of Proposal Preparation. DPHSS/WIC will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.1.6 Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Proposal, and shall be submitted no later than the Proposal due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Proposal.
- 3.1.7 Provision of Tax Identification Numbers. Offerors are required to provide their Federal Tax Identification number in the space provided on the Proposal and Acceptance Form.
- 3.1.7.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to DPHSS/WIC for the purposes of reporting to appropriate

taxing authorities, monies paid by the DPHSS/WIC under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials.

This submission is mandatory under 26 U.S.C. § 6041A.

3.1.8 Disclosure. If the firm, business or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.1.9 ***Persons With Disabilities.*** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person(s). Requests shall be made as early as possible to allow time to arrange the accommodation. For more information visit website below.

<http://www.ada.gov/>

3.1.10 Questions pertaining to this RFP are permissible, must be in writing, and must be received by DPHSS/WIC on or before **5:00 pm, December 19, 2014 (GMT + 10 hrs.)**.

3.1.11 Deadline for submission of proposals is **5:00 pm, January 16, 2015 (GMT +10 hrs)**.

3.2 MINIMUM INFORMATION ON THE PROPOSAL

An offerer's proposal must contain the following minimum information:

3.2.1 The name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract.

3.2.2 The age of the Offeror's business and average number of employees over the previous 5 years.

3.2.3 The abilities, qualifications, and experience of all persons who would be

assigned to provide the required services.

- 3.2.4 A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past 5 years.
- 3.2.5 A plan giving as much detail as is practical explaining how the services will be performed.
- 3.2.6 Factors to be used in the evaluation and selection process as specified under Evaluation, Section Five.

3.3 RECEIPT AND HANDLING OF PROPOSALS

Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A Register of Proposals shall be established which shall include for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after awarded of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

3.3.1 Disclosure And Confidentiality

The proposals of Offerors not awarded a contract are considered non-public information and will not be available to the public at any time. The proposal of the Offeror awarded a contract will become public information after award of a contract, in accordance with Guam's procurement law. However, the use and disclosure of any technical data, trade secrets and other proprietary data in the winning proposal may be restricted in accordance with the following procedure.

If an Offeror will submit what it considers technical data, trade secrets or other proprietary information which the Officer, or subcontractors if any, do not want used or disclosed for any purpose other than evaluation of the proposal, then the Offeror must clearly mark the areas containing technical data, trade secrets or other proprietary information with the word "confidential," and make a written request to DPHSS/WIC that the areas marked confidential remain non-public at the time of submitting its proposal.

Prior to negotiations with the best qualified Offeror, DPHSS/WIC shall examine the request to determine its validity. If DPHSS/WIC does not agree, then it shall make a written determination to inform the Offeror what portion of the proposal will be disclosed. The Offeror will be advised that unless it withdraws its proposal or submits a protest in accordance with the Guam Procurement law, its proposal will be subject to disclosure as determined by DPHSS/WIC.

The contract between the Government and the awarded Offeror may contain

provisions regarding DPHSS/WIC's right to use or disclose information in accordance with any determination made. DPHSS/WIC does not assume liability for the use or disclosure of technical data, trade secrets or proprietary information which is not marked as confidential or for which a request for non-disclosure has not been made.

3.4 DISCUSSIONS

After the receipt and opening of proposals and at its option, DPHSS/WIC may conduct discussions with most reasonable Offeror who has submitted the proposal reasonably susceptible of being selected for award with the purpose of clarification to assure full understanding and responsiveness to the Proposal with respect to any opportunity for discussion and revision to and prior to award for the purpose of obtaining best and final offers. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

3.4.1 Modification/Withdrawal of Proposals

Proposals may be modified or withdrawn on written request received from offeror(s) prior to the time fixed for opening. Negligence on the part of the offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

SECTION FOUR

SPECIAL REQUIREMENTS

4.1. Collateralization of Deposits

Deposits or investment certificates insured by the Federal Deposit Insurance Corporation do not require further security.

To be eligible to receive or retain other active or inactive deposits, an eligible bank shall place with, or to the accounts of, DPHSS/WIC, as security for such deposits, securities of a type herein below specified, and approved by the Director of Administration, in an amount in value at least ten (10) percent in excess of a \$90,000 average daily balance on deposit with the bank:

- 4.1.1 Treasury notes or bonds of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest; or
- 4.1.2 Any evidence of indebtedness of DPHSS/WIC [Amended by P.L. 3-40, effective July 27, 1955; added by P.L. 2-9, effective February 17, 1953; Further amended by P.L. 13-104:1, 5GCA, Chapter 21; 48 USCA, subsection 1423a].

4.2 Earnings Credit

DPHSS/WIC shall receive an earnings credit on funds deposited in its account. The earnings credit shall be calculated by the Contractor by multiplying the average daily balance of DPHSS/WIC's account by the average of the coupon equivalent yield of the ninety (90) day Treasury Bills sold at the Monday auctions for the billing month less the three (3) percent Federal Reserve Requirement less the FDIC assessment.

4.3 Payments to Contractor

- 4.3.1 The Contractor shall be paid according to an itemized Fee Schedule (See Appendices C-1 and C-2).
- 4.3.2 The awarded contract shall be amended each year to add funds for the following Guam fiscal year. Any change in costs in future years shall be limited to the change in the Consumer Price Index (CPI) at the location of the Bank at its affiliate wherever processing occurs over the most recent previous twelve (12) month period, up to a maximum increase of 5% for any one (1) year.
- 4.3.3 Reductions in the deliverables shall result in a corresponding decrease in costs to DPHSS/WIC.

4.4 Contractor's Principal Contact Person

The Contractor shall provide a Principal Contact who shall:

- 4.4.1 Act as the single person responsible for tasks delineated in the contract and organize and supervise all activities in the Scope of Work.
- 4.4.2 Become knowledgeable of DPHSS/WIC's banking service needs.
- 4.4.3 Be reasonably available to DPHSS/WIC and the Controller at Guam's Department of Administration during the Contractor's normal business hours. To handle inquiries, trouble shooting questions and be able to offer solutions and or resolve issues related to the processing, payment and normal banking records retention. More complex matters may be handled via written correspondence to a person or office designated by the Contractor. In addition to phone contact, the Contractor Bank shall have email communications available to handle inquiries, trouble shooting questions and inquiries to DPHSS/WIC staff.

4.5 INSURANCE

- 4.5.1 Prior to the contract start date, the Contractor Bank shall procure at it's sole expense and maintain insurance coverage acceptable to DPHSS/WIC in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

4.5.1 Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor Bank shall be responsible for payment of any deductible applicable to this policy.

4.5.2 Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

4.5.3 Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or local law.

4.5.2 The Contractor Bank shall deposit with DPHSS/WIC, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy DPHSS/WIC that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to DPHSS/WIC during the entire term of the Contract. Upon request by DPHSS/WIC, the Contractor Bank shall furnish a copy of the policy or policies.

4.5.3 The Contractor Bank will immediately provide written notice to DPHSS/WIC and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

4.5.4 The certificates of insurance shall contain the following clauses:

4.5.4.1 "DPHSS/WIC is added as an additional insured as respects to operations performed for DPHSS/WIC."

4.5.4.2 "It is agreed that any insurance maintained by the DPHSS/WIC will apply in excess of, and not contribute with, insurance provided by this policy."

4.5.5 Failure of the Contractor Bank to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor Bank shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

SECTION FIVE

PROPOSAL EVALUATION

In determining the most qualified Offeror, the agency/department shall be guided by the following:

- a. The ability, capacity, and skill of the Offeror to perform.
- b. Whether the Offeror can perform promptly or within the specified time.
- c. The quality of performance of the Offeror with regards to awards previously made to him.
- d. The previous and existing compliance by the Offeror with laws and regulations relative to procurement.
- e. The sufficiency of the financial resources and ability of the Offeror to perform.
- f. Can the Offeror meet the specification of the request for proposal (RFP).

5.1 EVALUATION CRITERIA

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

A. Technical Requirement Specified Under 2.4, Scope of Work

- 1) General Banking Services 20 pts.
 - a) The ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services.
 - b) The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.
- 2) Review of Food Instruments 40 pts.

The plan for performing the required services.
- 3) Records Management 10 pts.

B. Special Requirements Specified Under SECTION FOUR (excluding insurance)

- 1) Collateralization of Deposits 5 pts.

(Failure to comply with Guam Laws will result in disqualification of Proposal)

- 2) Earnings Credit 5 pts.
- 3) Billing/Proposal 5 pts.

- C. Knowledge of Business 15 pts.

A record of past performance of similar work.

5.2 EVALUATION COMMITTEE

The Evaluation Committee will be comprised of at least three (3) qualified members selected by the Department of Public Health and Social Services/WIC Program.

The Evaluation Committee will consult from time to time with appropriate staff from regulatory and service agencies within DPHSS/WIC on compliance and technical matters they believe appropriate.

Negotiation and Award of Contract

DPHSS/WIC will negotiate a contract with the best-qualified potential offeror for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the potential offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) determining that the potential offeror will make available the necessary personnel to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

Right to Reject Offers and Cancel the Procurement

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

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

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

After an evaluation of responsive Offerors has been completed, the Offerors will be ranked from highest to lowest according to the number of points received during the evaluation. The highest ranked Offeror is the best qualified and will be invited to negotiate a contract. If negotiations are successful, then DPHSS/WIC will award a

contract to the highest ranked Offeror. If negotiations are unsuccessful, then DPHSS/WIC will inform the Offeror that the government has rejected its offer, and will move onto the second highest ranked Offeror to begin negotiations. If negotiations are successful, then a contract will be awarded. If negotiations are unsuccessful, then the process is repeated until a contract is successfully negotiated with an Offeror.

SECTION SIX

INSTRUCTIONS TO THE OFFERORS RFP SUBMISSION

The Offeror shall follow all instruction contained in this RFP packet according to the format provided.

6.1.1 Cover Letter. A cover letter shall accompany the response to the RFP identifying it as the official response to the Department of Public Health and Social Services, Division of Public Health RFP, citing the date of publication of the RFP, the RFP number and published program name. The cover letter shall contain assurances of the following:

6.1.1.1 The Offeror understands the requirements and provisions of the “Request for Proposal” and any changes thereto, and is willing and able to provide the services specified in the RFP.

6.1.1.2 The Offeror accepts responsibility to be in the compliance with all applicable rules, regulations, statutes, and laws pertaining to the program, inclusive of procurement rules and regulations.

6.1.1.3 The Offeror retains and shall retain the financial capability to provide the required services of this program.

6.1.1.4 The Offeror is legally qualified to contract with the DPHSS/WIC.

6.1.1.5 The Offeror has not filed for, nor is in the process of filing for bankruptcy.

6.1.1.6 The Offeror has not retained a person to solicit or secure at territorial 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.

6.1.2 Sub-contractors. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

6.1.2.1 The general scope of work to be performed by the subcontractor;

6.1.2.2 The subcontractor's willingness to perform for the indicated;

6.1.3 Required Signature. The authorized official of the submitting Offeror shall sign all copies of the cover letter to the proposal. Minutes or resolution from the Board of Directors’ meeting, or equivalent, authorizing the designated official to act on behalf of the Offeror in submitting this proposal shall be attached to the cover letter.

6.1.4 Submission:

- 6.1.4.1 Proposals shall be in writing, be complete and technically accurate at the time of submission. Proposals shall be submitted on standard (8 ½ x 11) white paper and be clipped, stapled, or bound and submitted in a sealed envelope.
- 6.1.4.2 **DO NOT FAX PROPOSALS.** Proposals shall be mailed or delivered to DPHSS/WIC. Mailed proposals shall be received on or before the deadline. If delivered, ensure that the envelope containing the proposal is time-stamped by DPHSS/WIC administrative staff.

Mail to:
Guam WIC Program Director
Bureau of Nutrition Services
Department of Public Health
and Social Services
Building 15-6100 Mariner Ave.
Barrigada, Guam, 96913-1601

Deliver To:
Guam WIC Program Director
Bureau of Nutrition Services
Department of Public Health and
and Social Services
Building 15-6100, Mariner Avenue
Barrigada, Guam, 96913-1601

- 6.1.4.3 Each offeror may only submit one (1) proposal. Multiple offers or alternate offers will be rejected.
- 6.1.4.4 Envelopes shall be sealed and labeled indicating the following:

<p>REQUEST FOR PROPOSAL TO BE OPENED BY AUTHORIZED PERSON ONLY RFP Number <u>RFP/DPHSS-2015-001</u> Guam Special Supplemental Nutrition Program For Women, Infants and Children (WIC) (month, day), 2014 through September 30, 2019</p> <p>Submission Date: _____ Submission Time: _____ Received by: _____</p>

6.1.5 **Deadline:**

- 6.1.5.1 To be considered, an original and five (5) copies of the proposals as well as their fee schedules, shall be received at the DPHSS/WIC Administrative Office, located at building 15-6100 Mariner Avenue, Barrigada, Guam, **no later than 5:00 pm, January 16, 2015 (GMT + 10 hours)**. The fee schedules must be sealed in an envelope, or envelopes, separate from the proposals.
- 6.1.5.2 DPHSS/WIC SHALL NOT CONSIDER PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED.

SECTION SEVEN
GENERAL TERMS AND CONDITIONS

7.1 AUTHORITY

This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124) and the Guam Procurement Regulation (copies are available for inspection at the General Services Agency (GSA)). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

Title 2, Guam Administrative Rules and Regulations (GAR), General Services Agency (GSA) Procurement Regulations

<http://www.guamcourts.org/CompilerofLaws/gar.html>

Title 5, Guam Code Annotated (GCA), Guam Procurement Law

<http://www.guamcourts.org/CompilerofLaws/gca.html>

7.2 EXPLANATION TO OFFERORS

No oral explanation in regard to the meaning of the specification will be made and no oral instruction will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the Offerors and its receipt by the Offeror should be acknowledged on the proposal form.

7.3 METHOD OF AWARD

The right is reserved as the interest of DPHSS/WIC may require to waive any minor information or irregularity in proposals received. DPHSS/WIC shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of DPHSS/WIC to award proposals to Offerors duly authorized and licensed to conduct business in Guam.

7.4 TAXES

Offerors are cautioned that they are subject to Guam Income Taxes as well as other taxes on Guam transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation through the following information:

<https://www.guamtax.com>

Physical Address: 1240 Army Drive, Barrigada, Guam 96913

Mailing Address: Dept. of Revenue & Taxation, Taxpayer Services Division
P.O. Box 23607, GMF, Guam 96921

7.5 LICENSING

Offerors are cautioned that the government will not consider for award any offer submitted by an Offeror who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation through the following information:

<https://www.guamtax.com>

Physical Address: 1240 Army Drive, Barrigada, Guam 96913

Mailing Address: Dept. of Revenue & Taxation, Taxpayer Services Division
P.O. Box 23607, GMF, Guam 96921

7.6 CONFLICTS OF INTEREST

The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

7.7 PROHIBITION AGAINST CONTINGENT FEES

The Offeror 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 the contract or any other contract with the government of Guam. (Appendix A-7)

7.8 PROHIBITION OF EMPLOYMENT OF SEX OFFENDERS

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

The Offeror warrants (1) that no person providing services on behalf of the Offeror 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 Offeror 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.

7.9 DISCLOSING OWNERSHIP AND COMMISSION

The Offeror shall submit an affidavit and represent its list of names and addresses of any person holding more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of proposal. The affidavit shall contain the number of shares or the percentage of assets of such partnership, sole partnership or corporation which have held by each person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. (Appendix A-2)

7.10 AFFIDAVIT RE NON-COLLUSION

The Offeror shall submit an affidavit and represent that it certifies that the price submitted was independently arrived without collusion and has not intentionally committed anti-competitive practices. (Appendix A-3)

7.11 ETHICAL STANDARDS

With respect to this procurement and any other contract that the Offeror may have, or wish to enter into, with DPHSS/WIC, the Offeror 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. (Appendix A-5)

7.12 PROHIBITION AGAINST GRATUITIES AND KICKBACKS

With respect to this procurement and any other contract that the Offeror may have or wish to enter into with DPHSS/WIC, the Offeror 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. (Appendix A-4)

7.13 WAGE DETERMINATION ESTABLISHED

In such cases where DPHSS/WIC enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to DPHSS/WIC, 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 DPHSS/WIC, 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 DPHSS/WIC.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by DPHSS/WIC shall be used to determine wages, which shall be paid to employees pursuant to this Article (5GCA 5801). Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

In addition to the Wage Determination detailed in this Article, any contract to which this Article (5GCA 5802) 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.

Wage and Benefit Compliance – Offerors Providing Services

The Offeror 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 DPHSS/WIC 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 Offeror shall be responsible for flowing down this obligation to its subcontractors.

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

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

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

The Offeror shall flow the Wage and Benefit Compliance clauses above through to any of its subcontractors under the agreement. (Appendix A-6)

7.14 CONTRACTUAL CONDITIONS

A proposed contract is attached to this RFP as Appendix E - Sample Contract. Offerors understand that the Sample Contract complies with law and is the general form of contract that WIC expects the Offeror to enter into with WIC. WIC reserves the right to amend or revise the Sample Contract form as may be deemed necessary to serve the government's

best interests. If changes are made to the Sample Contract in Appendix E prior to conclusion of all evaluations, WIC will issue an amendment to this RFP. However, if changes are made to the Sample Contract during negotiations with the best qualified Offeror, then such changes are considered negotiated and no amendment to this RFP will be issued.

SECTION EIGHT

SPECIAL TERMS AND CONDITIONS

8.1 DEFINITION OF TERMS

The terms listed below are defined as follows:

8.1.1 “**May**” means something is permissive.

8.1.2 “**Must**” denotes the imperative.

8.1.3 “**Shall**” means something is mandatory.

8.1.4 “**Should**” denotes a preference.

8.2 TERM OF CONTRACT

The effective date of this contract shall be the date of signature by the Governor of Guam. The initial term of this Agreement shall be from the effective date through September 30, 2015. It shall be renewable for four (4) additional one-year terms subject to the mutual consent of both parties and the availability of funds from fiscal year to fiscal year. Should either party not wish to renew this Contract, for any reason, that fact shall be made known, in writing, to the other party at least 120 days prior to the end of that Guam fiscal year.

DPHSS/WIC shall notify the Contractor on a timely basis that funds are or are not available for continuation of the contract for each succeeding period. In the event of cancellation of this multi-term contract as provided above the Contractor will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

8.3 CONTRACT EXTENSIONS

The terms and conditions of any such contract extension shall remain the same as the original contract.

8.4 CONTRACT TYPE

Fixed Price.

Approved by:

JAMES W. GILLAN, Director, DPHSS

Date

SECTION NINE

APPENDICES (and EXHIBITS)

- **APPENDIX OF MANDATORY FORMS**
- **APPENDIX OF MANDATORY FEDERAL FORMS**
- **APPENDIX OF MANDATORY PROGRAM FORMS**

- **APPENDIX OF MANDATORY FORMS**

Appendix A-1	Offeror's Profile
Appendix A-2	Affidavit Disclosing Ownership and Commissions
Appendix A-3	Affidavit re Non-Collusion
Appendix A-4	Affidavit re No Gratuities or Kickbacks
Appendix A-5	Affidavit re Ethical Standards
Appendix A-6	Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination for Guam (includes attachment of U.S. DOL Wage Determination 05-2147 (Rev.-16) was first posted on www.wdol.gov on 07/25/2014)
Appendix A-7	Affidavit re Contingent Fees

OFFEROR'S PROFILE

1.	Proposal for:	Specialized, Banking Professional Services: WIC Food Instrument and Coupon Processing, Guam Supplemental Nutrition Program for Women, Infants and Children (WIC) -- RFP/DPHSS-2015-001 (Month, Day), 2015 through September 30, 2019
2.	Name of Organization:	
	Address:	
	Office Telephone Number:	
	Fax Number:	
	E-mail Address:	
3.	Type of Organization. Indicate status, check one:	<input type="checkbox"/> Governmental Unit established by law <input type="checkbox"/> Private Non-Profit Corporation <input type="checkbox"/> Proprietary Agency <input type="checkbox"/> Private for Profit <input type="checkbox"/> Other: Specify _____
4.	Location of the organization's principal place of business or central office.	
5.	Location of proposed place of business, if different from above.	
6.	Date of Incorporation, as applicable. (Age of Offeror's Business)	
7.	Number of years in business:	
8.	Average number of employees over a period of five (5) years:	
9.	A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past 5 years.	
10	A plan giving as much detail as is practical explaining how the services will be performed.	
11a.	Name of proposed Executive or Program Director:	
11b.	Name and position title of proposed alternate Person in Charge:	
12a.	Name of proposed Program Manager who shall be responsible for the daily operations of the program:	
12b.	Contact Number:	

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>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: _____

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 _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [state name of offeror company]
_____. Affiant is _____ [state one of the
following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or
proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives,
agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks
set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the
prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives,
agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee
or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with
the offeror's proposal.

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

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

Subscribed and sworn to before me

this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

NOTARY PUBLIC
My commission expires _____, _____.

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

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury:**

(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent Wage Determination **applicable to Guam** issued by the U.S. Department of Labor. (*INSTRUCTIONS* - The actual USDOL Wage Determination, No. 2005-2147, Revision No.: 16, Date of Revision: 07/25/2014 is an attachment to this form. The attached applicable USDOL Wage Determination consists of 10 pages and is available at U.S. Department of Labor URL website at www.wdol.gov.)

Signature

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
		Wage Determination No.: 2005-2147
Diane C. Koplewski	Division of	Revision No.: 16
Director	Wage Determinations	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) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33

21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58

24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

AFFIDAVIT re CONTINGENT FEES

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

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

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

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

Subscribed and sworn to before me

this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

- **APPENDIX OF MANDATORY Federal FORMS**

Appendix B-1	Certification Regarding Environmental Tobacco Smoke
Appendix B-2	Certification Regarding Drug-Free Workplace Requirements
Appendix B-3	Certification Regarding Lobbying
Appendix B-4	Certification Regarding Program Fraud Civil Remedies Act (PFCRA)
Appendix B-5	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Appendix B-6	Certification Regarding Nondiscrimination
Appendix B-7	Clean Air Act
Appendix B-8	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Appendix B-9	Federal Funding Accountability And Transparency Act (FFAAT)
Appendix B-10	Trafficking Victims Protection Act Of 2000 (TvpA), As Amended 22 U.S.C. 7104(G)
Appendix B-11	Pilot Program for Enhancement of Contractor Whistleblower Protections
Appendix B-12	Civil Rights Requirements

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C- Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this document the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any subaward, which subgrantees shall certify accordingly.

Organization Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

Division of Grants Policy and Oversight
Office of Management and Acquisition
Department of Health and Human Services, Room 517-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

Organization Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

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

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions. (If needed, Standard Form-LLL, “Disclosure of Lobbying Activities,” its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Organization Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

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

Organization Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION: _____

Project Name: _____

Project Number: _____

Data Universal Numbering System (DUNS) Number: ____ _

Principal Contact: _____

Firm Name / Contact Name / Title

Firm Address/ Phone Number/ Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

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

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

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

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

Signature/Authorized Certifying Official

Typed Name and Title

Prospective Contractor/Organization

Date Signed

Contractor License No. (if any)

CERTIFICATION REGARDING NONDISCRIMINATION

The PROVIDER hereby agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Food and Nutrition Service ("FNS") directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the PROVIDER received Federal financial assistance from FNS; and hereby gives assurance to immediately take measures necessary to effectuate this agreement. By accepting this assistance, the PROVIDER agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with nondiscrimination laws. If there are any violation of this assurance, the Department of Agriculture, Food and Nutrition Service, shall seek judicial enforcement of this assurance. This assurance is binding on the PROVIDER, its successors, transferees, and assignees, as long as it received assistance or retains possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the PROVIDER.

Organization Name

Name and Title of Authorized Representative

Signature

Date

CLEAN AIR ACT

Contractor and Subcontractor agree to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

SUBMITTED BY:

Signature of Authorized Official:	Date:
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Name of Authorized Official: (PRINTED)
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Name of Organization:

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - applies to contracts over \$100,000. Contractor as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any subcontractors of \$100,000 or more to file a Byrd Anti-Lobbying certification. Contractor represents that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Contractor and its subcontractors up to the Government.

SUBMITTED BY:

Signature of Authorized Official:	Date:
Name of Authorized Official: (PRINTED)	
Name of Organization:	

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

Contractor is subject to sub-award and executive compensation requirements in the FATA Sub-award Reporting System (FSRS). See http://www.acl.gov/Funding_Opportunities/Grantee_Info/FFATA.aspx.

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Contractors and sub Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000. The reporting requirements are as follows:

- This requirement is for both mandatory and discretionary grants awarded on or after October 1, 2010.
- All sub-award information must be reported by the prime awardee.
- For those new Federal grants as of October 1, 2010, if the initial award is equal to or over \$25,000, reporting of sub-award and executive compensation data is required.
- If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000.
- If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency Act and this Guidance.

Requirements for Federal Funding Accountability and Transparency Act Implementation

In September 2010, the Office of Management and Budget issued Interim Final Guidance in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) to establish reporting requirements necessary for the implementation of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252. This award term implements those requirements and is located at 2 CFR Part 170.

Appendix A to Part 170—Award Term Reporting Sub-awards and Executive Compensation.

a. Reporting of first-tier sub-awards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS).
 - ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission

instructions posted at <http://www.fsrcs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at the <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Sub-recipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
 - i. in the sub-recipient's preceding fiscal year, the sub-recipient received—
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> page of the SEC website.)
2. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year

(i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

d. Exemptions.

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

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

e. Definitions.

For purposes of this award term:

1. "Entity" means all of the following, as defined in 2 CFR part 25:
 - i. Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
2. "Executive" means officers, managing partners, or any other employees in management positions.
3. "Sub-award":
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A sub-award may be provided through any legal agreement, including an agreement that you or a sub-recipient considers a contract.
4. "Sub-recipient" means an entity that:
 - i. Receives a sub-award from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the sub-award.
5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SUBMITTED BY:

Signature of Authorized Official:	Date:
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Name of Authorized Official: (PRINTED)
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Name of Organization:

TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), AS AMENDED 22 U.S.C. 7104(G)

Provisions applicable to Contractors and subcontractors who are private entities. Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; (ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) use forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175. DPHSS/WIC and the United States Department of Public Health and Human Services, Administration for Community Living may terminate any work, contract, grant, sub-grant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Provision applicable to Contractor and subcontractors other than a private entity. DPHSS/WIC and the United States Department of Public Health and Human Services, Administration for Community Living may terminate any work, contract, grant, sub-grant without penalty, if a Contractor or subcontractor that is a private entity- is determined to have violated an applicable prohibition above in this clause; or has an employee who is determined by the agency official authorized to terminate the contract to have violated an applicable prohibition above in this clause through conduct that is either- associated with performance under this procurement; or imputed to the Contractor or its subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Provisions applicable to any recipient. Contractor and its subcontractors must inform, DPHSS/WIC and the United States Department of Public Health and Human Services, Administration for Community Living immediately of any information they receive from any source alleging violation of the above prohibitions in this clause. DPHSS/WIC and the United States Department of Public Health and Human Services, Administration for Community Living right to terminate unilaterally that is described above: implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVA), as amended (22 U.S.C. 7104 (g)), and is in addition to all other remedies available in this contract. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) “Employee” means either: an individual employed by you or a sub-recipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3) “Private entity”: means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes: a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). A for profit organization. (4) “Severe forms of trafficking in persons”, “commercial sex acts”, and “coercion” have the meaning given at section 103 of TVPA, as amended (22 U.S.C. 7102).

SUBMITTED BY:

Signature of Authorized Official:	Date:
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Name of Authorized Official: (PRINTED)
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Name of Organization:

PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLEBLOWER PROTECTIONS

Contractors are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013(Pub.L. 112-239, enacted January 2, 2013 applies to this procurement. The effective date is for grants and contracts issued on or after July 2, 2013, through January 1, 2017.

CONTRACTOR agrees to comply with Section 1553 of the American Recovery and Reinvestment Act of 2009 (ARRA), which states: An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of— (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. CONTRACTOR agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

Contractor by its signature below certifies and assures DPHSS/WIC that it will comply with the above federal fund requirements applicable to this procurement.

SUBMITTED BY:

Signature of Authorized Official:	Date:
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Name of Authorized Official: (PRINTED)
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Name of Organization:

CIVIL RIGHTS REQUIREMENTS

Contractor:

Civil Rights Contact Person:

Title/Address:

Telephone Number:

Number of persons employed by the organizational unit:

Instructions: Offerors need to sign and submit this form with the Proposal.

- **APPENDIX OF MANDATORY PROGRAM FORMS**

- Appendix C-1 Fee Schedule – WIC Food Instrument
- Appendix C-2 Fee Schedule – WIC Farmers’ Market Nutrition Program (FMNP)
Coupon
- Appendix C-3 Submission Form for Proposal

- Exhibit A - WIC Food Instrument, Cash Value Voucher (CVV) and Farmers
Market Nutrition Program (FMNP) Coupon
- Exhibit B - Vendor File Format
- Exhibit C - Issuance File Layout
- Exhibit D - Contractor SFTP Format and Data Exchange
- Exhibit E - WIC/FMNP Redemption Criteria – Conditional Edits
- Exhibit F - Paid File Layout
- Exhibit G - WIC Food Instrument Processing Reports
- Exhibit H - Food Instrument Type File Layout
- Exhibit I - Reconciliation Reports (Samples)

- Appendix D Registration Form
- Appendix E Sample Contract

**FEE SCHEDULE
WIC Food Instrument**

Based on 20,000 to 40,000 paid drafts per month

START UP

Programming __ hours @\$__.00/hour \$ _____

Software (Windows 7 or compatible) which supports the sorting of all draft data and the building, generation and saving of standard reports, as well as generation of ad hoc reports on any combination of data fields captured on the drafts. \$ _____ **

PER PAID DRAFT

- Per item processing and image \$ _____

- Visual review and return of drafts not meeting WIC specified criteria: \$ _____

- Date - cashed early or late
- Cashier initial - missing
- Vendor ID Stamp - missing/unreadable
- Alterations - overwrites, changes, etc.
- Signature - missing
- Dollar Amount - over specified amount
for codified draft type

- Automated edit for duplicate posting, not on file, stop pay, etc. \$ _____

- Data entry/capture of: \$ _____

- Serial number (7-10 digits)
- Issue date (6 digits)*
- Dollar amount (4 digits)
- Paid date (6 digits)
- Vendor ID (4 digits)
- Food message (3 digits)*
- *Note - issue date and food message code captured from issuance report or through data entry if no issuance record**

- Monthly placement of all paid drafts into optical media, store originals for 120 days and then destroy. \$ _____

**FEE SCHEDULE
WIC Food Instrument (Continued)**

MONTHLY

- Account Maintenance (activity and funding) \$ _____
- Monthly Statement with detail (serial number, paid date, dollar amount) and total credit debit \$ _____
- Availability of daily totals (five (5) most recent days available, 60 days available on-line) \$ _____
- Two (2) copies of an optical media disk (CD ROM) of all monthly drafts retrievable through Microsoft Windows 7 or compatible software \$ _____
- Internet access of all monthly drafts \$ _____

OTHER COSTS

- Per wire transfer received \$ _____
- Per return (Subject to change based on current Federal Reserve fees) \$ _____
- Per stop payment \$ _____
- Vendor Automated Clearing House (ACH) Debit \$ _____
- Vendor ACH Credit \$ _____
- Overdraft Protection \$ _____
- Per copy request \$ _____

**FEE SCHEDULE
WIC Food Instrument (Continued)**

- Ancillary Services (Forms, including storage/inventory)	\$ _____ ***
- Shipping (Reports, statements, forms, etc.)	\$ <u>As Pass Through</u>
- Fax	\$ _____

** This functionality is provided via our Microsoft Word report set retrievable from the FTP site and through an internet site to be provided by the Contractor

*** The price for WIC drafts is based on the following:

General Specifications

- Laser Sheets
- 8 ½ “ x 11” sheet
- Paper 24# MICR – white paper
- Printed 2 color on the face
- Packaged 2000 sheets (6,000 drafts) per box
- Price includes storage
- Manufacture and bill 1 year supply, hold for quarterly releases
- Freight billed as pass through
- Quantity – 100,000 sheets – 300,000 drafts

FEE SCHEDULE
WIC Farmers' Market Nutrition Program (FMNP) Coupon

Based on 1,500 to 7,000 paid coupons per month

START UP

Programming __ hours @\$_____/hour \$ _____

Software (Windows 7 or compatible) which supports the sorting of all coupon data and the building, generation and saving of standard reports, as well as generation of ad hoc reports on any combination of data fields captured on the coupons. \$ _____ **

PER PAID DRAFT

- Per item processing and image \$ _____

- Visual review and return of coupons \$ _____

Not meeting WIC specified criteria: \$ _____

- Date - cashed early or late
- Cashier initial - missing
- Farmer ID Stamp - missing/unreadable
- Alterations - overwrites, changes, etc.
- Signature - missing
- Dollar Amount - over specified amount for codified coupon type

- Automated edit for duplicate posting, not on file, stop pay, etc. \$ _____

- Data entry/capture of: \$ _____

- Serial number (7-10 digits)
- Issue date (6 digits)*
- Dollar amount (4 digits)
- Paid date (6 digits)
- Farmer ID (4 digits)
- Food message (3 digits)*
- *Note - issue date and food message code captured from issuance report or through data entry if no issuance record**

- Monthly placement of all paid coupons into optical media, store originals for 120 days and then destroy. \$ _____

**WIC Farmers' Market Nutrition Program (FMNP) Coupon
(Continued)**

MONTHLY

- Account Maintenance (activity and funding) \$ _____

- Weekly Statement with detail (serial number, paid date, dollar amount) and total credit debit \$ _____

- Availability of daily totals (five (5) most recent days available, 60 days available on-line) \$ _____

- Two (2) copies of an optical media disk (CD ROM) of all monthly coupons retrievable through Microsoft Windows 7 or compatible software \$ _____

- Internet access of all monthly coupons \$ _____

OTHER COSTS

- Per wire transfer received \$ _____

- Per return \$ _____
(Subject to change based on current Federal Reserve fees)

- Per stop payment \$ _____

- Farmer Automated Clearing House (ACH) Debit \$ _____

- Farmer ACH Credit \$ _____

- Overdraft Protection \$ _____

- Per copy request \$ _____

**WIC Farmers' Market Nutrition Program (FMNP) Coupon
(Continued)**

- Ancillary Services (Forms, including storage/inventory)	\$ _____ ***
- Shipping (Reports, statements, forms, etc.)	<u>\$ As Pass Through</u>
- Fax	\$ _____

** This functionality is provided via our Microsoft Word report set retrievable from the FTP site and through an internet site to be provided by the Contractor

*** The price for FMNP coupons is based on the following:

General Specifications

- Laser Sheets
- 8 ½ " x 11" sheet
- Paper 24# MICR – white paper
- Printed 2 color on the face
- Packaged 2000 sheets (6,000 coupons) per box
- Price includes storage
- Manufacture and bill 1 year supply, hold for quarterly releases
- Freight billed as pass through

Quantity – 14,000 sheets – 42,000 coupons

SUBMISSION FORM FOR PROPOSAL

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

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

Signature of Authorized Representative

Type or Print Name and Title

Name of Offeror: _____

Physical Address: _____

Mailing Address: _____

Email Address: _____

Telephone Number: _____ Fax Number: _____

Type Organization: Individual Non-Profit Partnership
 Corporation Joint Venture
 Other (Specify) _____

EXHIBIT A

WIC Food Instrument, Farmers' Market Nutrition Program (FMNP) Coupon, and Cash Value Voucher

WIC Food Instrument (Front View)

Rectangular Snip

GUAM DEPARTMENT of PUBLIC HEALTH and SOCIAL SERVICES WIC PROGRAM 15-6100 Mariner Avenue • Barrigada (Tiyán) • Guam 96913-1601			MISUSE OF DRAFTS SUBJECT TO STATE OR FEDERAL PROSECUTION. VOID IF ALTERED		DRAFT # 88069	
AGENCY	CLINIC	PARTICIPANT ID	PARTICIPANT NAME	FI TYPE	VENDOR MUST DEPOSIT WITHIN 60 CALENDAR DAYS FROM FIRST DATE TO USE	
01	60	60010049713	FI, MOM	000683AA	FIRST DATE TO USE	01/14/2009
2 CAN (12 FL. OZ. FROZEN CONC.) 100% JUICE, WIC APPROVED OR 2 CONTAINER (46 FL OZ EACH) 100% JUICE, WIC APPROVED 3 HALF GAL LOW FAT OR FAT FREE MILK (HALF GALLON CONTAINERS ONLY) 1 BOX MINIMUM BOX SIZE 12 OZ. (UP TO 36 OZ.) WIC APPROVED CSREAL.					ACTUAL \$ AMOUNT \$ CORRECTION ONLY CASHIER INITIAL	LAST DATE TO USE 02/11/2009
					PAY TO THE ORDER OF:	
					NOT PAYABLE WITHOUT VENDOR ID STAMP	
PARTICIPANT: DO NOT SIGN UNTIL TIME OF PURCHASE						
SIGNATURE (MUST MATCH WIC ID SIGNATURE FOR REDEMPTION)						
CASHIER: DO NOT ACCEPT IF ALREADY SIGNED. MUST MATCH SIGNATURE ON ID CARD.						

⑈0000088069⑈ ⑆091912482⑆ 000000

Cash Value Voucher (CVV) (Front View)

GUAM DEPARTMENT of PUBLIC HEALTH and SOCIAL SERVICES, WIC PROGRAM 15-6100 Mariner Avenue • Barrigada (Tiyán) • Guam 96913-1601			MISUSE OF DRAFTS SUBJECT TO STATE OR FEDERAL PROSECUTION. VOID IF ALTERED		DRAFT # 201277	
AGENCY	CLINIC	PARTICIPANT ID	PARTICIPANT NAME	FI TYPE	USE FIRST DATE TO	5/1/2014
01	20	123456	TOMATO, TOM			
Redeemable at WIC Stores Up to \$8.00 for Fresh or Frozen Vegetables and /or Fruits Customer may pay over the voucher value					ACTUAL \$ AMOUNT \$ 5.45	DATE OF USE: 5/21/2014 LAST DATE TO USE: 5/31/2014
					PAY TO THE ORDER OF: FMNP 2013 NOT PAYABLE WITHOUT VENDOR ID STAMP	
PARTICIPANT: DO NOT SIGN UNTIL TIME OF PURCHASE						
SIGNATURE (MUST MATCH WIC ID SIGNATURE FOR REDEMPTION)						
CASHIER: DO NOT ACCEPT IF ALREADY SIGNED. MUST MATCH SIGNATURE ON ID CARD.						

⑈000201277⑈ ⑆091912482⑆ 000000

SAMPLE

Farmers' Market Nutrition Program (FMNP) Coupon (Front View)

GUAM DEPARTMENT of PUBLIC HEALTH and SOCIAL SERVICES, WIC PROGRAM 15-6100 Mariner Avenue * Barrigada (Tiyán)*Guam 96913-1601			MISUSE OF DRAFTS SUBJECT TO STATE OR FEDERAL PROSECUTION.VOID IF ALTRED		DRAFT # 201201	
AGENCY 01	CLINIC 20	PARTICIPANT ID 123456	PARTICIPANT NAME PECHAY, PATTY		FI TYPE	FIRST DATE TO USE 4/1/2014
FARMERS' MARKET 2014 NOT REDEEMABLE IN WIC RETAIL STORES VALID FOR PURCHASE OF LOCALLY GROWN FRESH FRUITS AND VEGETABLES ONLY FARMERS: DEPOSIT BY SEPTEMBER 30, 2014					ACTUAL \$ AMOUNT <small>(CORRECTION ONLY - CASHIER INITIAL)</small>	DATE OF USE 4/7/2014
					\$ 2.00	LAST DATE TO USE 9/15/2014
					PAY TO THE ORDER OF: NOT PAYABLE WITHOUT VENDOR ID STAMP	
					PARTICIPANT: DO NOT SIGN UNTIL TIME OF PURCHASE	
SIGNATURE (MUST MATCH WIC ID SIGNATURE) FOR REDEMPTION						
<small>CASHIER: DO NOT ACCEPT IF ALREADY SIGNED. MUST MATCH SIGNATURE ON ID CARD.</small>						

" 000201201" * 1:091912482! 000000

BACK VIEW of the WIC Food Instrument, Cash Value Voucher, and FMNP Coupon (Back view for all of these are the same because we use the same blank draft stock.)

↑ THIS SIDE UP ↑

DO NOT WRITE, STAMP OR ENDORSE BELOW THIS LINE.

FOR DEPOSIT ONLY BY AN AUTHORIZED BANK OR VENDOR IN PAYMENT FOR THE FOODS PURCHASED ON THE FRONT OF THIS DOCUMENT. VENDOR MUST DEPOSIT WITHIN 60 CALENDAR DAYS FROM FIRST DATE TO USE.

SAMPLE

EXHIBIT B

Vendor File Format

Record lay out for VENDOR File
Detail Record, VENDOR FILE:

<u>Position</u>	<u>Length</u>	<u>Type</u>	<u>Description</u>
01 – 05	05	N	<i>Vendor Number Format 9(05).</i>
06 – 40	35	C	<i>Vendor Name</i>
41 – 75	35	C	<u>Vendor Address 1</u>
76 – 110	35	C	<u>Vendor Address 2</u>
111 – 145	35	C	<u>Vendor City</u>
146 – 147	02	C	Vendor State
148 – 156	09	C	Vendor Zip Code
157 – 160	04	C	Vendor Corp Code
161 – 162	02	N	Vendor Peer Group Format 99.
163 – 170	08	N	Vendor Terminated Date Format MMDDYYYY
171 – 200	30	C	Vendor Bank Name
201 – 209	09	C	Vendor Bank ABA
210 – 226	17	C	Vendor Bank Account

TRAILER Record, VENDOR FILE:

<u>Position</u>	<u>Length</u>	<u>Type</u>	<u>Description</u>
01 – 05	5	C	<u>Literal Value always "TOTAL"</u>
06 – 11	6	N	Total record count FORMAT 9(06).

EXHIBIT C

Issuance File Layout

Record lay out for ISSUED File

<u>Position</u>	<u>Length</u>	<u>Type</u>	<u>Description</u>
01 – 10	10	N	Food Instrument (FI) / Serial Number
11 – 16	6	C	FI Type Number
17 – 18	2	C	FI Type Code
19 – 20	2	C	Filler (currently with “**”)
21 – 22	2	C	Organization ID for issuing agency
23 – 24	2	C	Filler (blank space)
25 – 34	10	N	10 zeroes Filler for Client ID
35 – 42	8	N	Date Issued Format MMDDYYYY
43 – 43	1	C	Disposition Code
44 – 45	2	C	Void Code
46 – 53	8	N	First Day Valid Format MMDDYYYY
54 – 61	8	N	Last Day Valid Format MMDDYYYY
62 – 67	6	N	Rev. Maximum Amount. Format 9(4)V99
68 – 73	6	N	6 zeroes Rev. Required Amount. Format 9(4)V99
74 – 78	5	N	5 zeroes Rev. Vendor Number

TRAILER Record, ISSUED FILE:

<u>Position</u>	<u>Length</u>	<u>Type</u>	<u>Description</u>
01 – 05	5	C	<u>Literal Value always “TOTAL”</u>
06 – 11	6	N	Total record count FORMAT 9(06).

EXHIBIT D

Contractor SFTP Site Format and Data Exchange

General Format Rules

Name of issued file will be ISANmmdd.DAT.

Where:

IS= Static Characters for Issued file

AN=Static characters: AN (Assigned state Abbreviation)

mm=Processing date, month value: Will be 01 through 12

dd=Processing date, day value: Will be 01 through 31

.DAT = Static Characters .DAT

The file shall be in the ASCII format. All fields in the record shall be display (not packed). Numeric fields shall be right justified zero filled.

Type:

N = Numeric, right justified zero filled

\$ = Amount, right justified zero filled last two positions assumed decimal

A = Alpha numeric, left justified space filled.

Securing the Data Exchange

The Contractor shall choose from one of the following two options for securing the data exchange:

Option 1:

FTP over Secure Shell (SSH) refers to the practice of tunneling a normal FTP session over a Secure Shell (SSH) connection. SSH is a network protocol that allows data to be exchanged over a secure channel between two computers. Encryption provides confidentiality and integrity of data. SSH uses public-key cryptography to authenticate the remote computer and allow the remote computer to authenticate the user, if necessary.

Option 2:

File Transfer Protocol Secure (FTPS) commonly referred to as FTP/SSL is a name used to encompass a number of ways in which FTP software can perform secure file transfers. Each way involves the use of a SSL/TLS layer below the standard FTP protocol to encrypt the control and/or data channels.

Transport Layer Security (TLS) and its predecessor, Secure Sockets Layer (SSL), are cryptographic protocols that provide secure communications on the Internet for such things as data transfers.

EXHIBIT E

WIC Redemption Criteria - Conditional Edits

- Code**
- N ■MISSING VENDOR NUMBER**
*EDIT ENDORSEMENT DONE
- U ■UNREADABLE VENDOR NUMBER – VOID DO NOT REDEPOSIT**
**EDIT ENDORSEMENT DONE
- E ■UNAUTHORIZED VENDOR NUMBER**
THE SYSTEM WILL EDIT FOR INVALID VENDOR NUMBERS
- F ■DEPOSITED LATE – VOID DO NOT REDEPOSIT**
THIS IS AN AUTOMATED EDIT
- B ■EARLY CASHING - VOID DO NOT REDEPOSIT**
THIS IS AN AUTOMATED EDIT
- D ■MISSING SIGNATURE - VOID DO NOT REDEPOSIT**
IF THE SIGNATURE IS MISSING, "X" IS ACCEPTABLE WITH THE FOLLOWING: THE PERSON (PARTICIPANT'S, AUTHORIZED REPRESENTATIVE OR PROXY) WILL PLACE AN X ON THE SIGNATURE LINE. THE CASHIER THAT OBSERVED THIS WILL WRITE "FOR" SIGNERS NAME "BY" AND SIGN THEIR OWN NAME. SEE EXAMPLE BELOW.
- "X FOR MARY SMITH BY JANE DOE" (ACTUAL SIGNATURE REQUIRED)
- ONE LINE DRAWN THROUGH THE SIGNATURE IS ACCEPTABLE AS LONG AS THERE IS AN ADDITIONAL SAME SIGNATURE ON THE FOOD INSTRUMENT. JUST INITIALS INSTEAD OF A FULL SIGNATURE IS ACCEPTABLE.
- ~~JANE DOE~~ JANE DOE IS SOMEWHERE ELSE ON THE DRAFT – ACCEPTABLE.
- ~~JANE DOE~~ JD IS SOMEWHERE ELSE ON THE DRAFT – ACCEPTABLE.
- A ■ALTERED DATE OR WHITEOUT - VOID DO NOT REDEPOSIT**
PREPRINTED DATES CANNOT BE CHANGED IN ANY WAY, INCLUDING TRACEOVERS.
NO WHITE OUT IS ALLOWED ANYWHERE ON THE FOOD INSTRUMENT (IF IN THE FOOD MESSAGE, CODE AS 77)
- I ■DOLLAR AMOUNT TOO HIGH - VOID DO NOT REDEPOSIT**
THIS IS AN AUTOMATED EDIT

WIC Redemption Criteria - Conditional Edits (Continued)

Code

M ■SECOND PRESENTMENT - VOID DO NOT REDEPOSIT

FOOD INSTRUMENTS THAT HAVE BEEN RETURNED AND STAMPED WITH A "VOID DO NOT REDEPOSIT" STAMP.

CONSIDERED A SECOND PRESENTMENT:

EARLY CASHING	UNREADABLE VENDOR
MISSING SIGNATURE	ALTERED
DEPOSITED LATE	\$ AMOUNT TO HIGH
INVALID VENDOR NUMBER	

ALLOWED TO COME BACK A SECOND TIME:

MISSING VENDOR NUMBER – IF THE VENDOR NUMBER IS STILL MISSING ON THE THIRD TIME IN THE SYSTEM, RETURN AS A SECOND PRESENTMENT

H ■OVER ACCOUNT MAX

THIS IS AN AUTOMATED EDIT

C ■DATE OF USE INVALID - VOID DO NOT REDEPOSIT

DATE WILL BE HANDWRITTEN OR STAMPED AND NEEDS TO FALL WITHIN THE FIRST DAY VALID AND THE LAST DAY VALID TO BE A VALID DATE AND IN ORDER FOR THE ITEM TO BE PAID. WATCH FOR INTERNATIONAL DATE – YEAR, MONTH, DAY 05-04-26, IT IS OKAY TO PAY)

IF DATE IS INVALID, DRAFT THE RINGER TO DETERMINE IF WE SHOULD PAY THE ITEM – THE RINGER INFORMATION MUST VALIDATE THAT THE DRAFT WAS PRESENTED BETWEEN THE FIRST DAY VALID AND LAST DAY VALID TIMEFRAME.

** EXAMPLE 1: ITEM FACE SHOWS 1/2/07, RINGER SHOWS 2/2/07, IF 2/2/07 FALLS BETWEEN FIRST AND LAST DAY VALID ITEM IS VALID.

** EXAMPLE 2: ITEM FACE SHOWS 2/2/06, RINGER SHOWS 2/2/07, IF 2/2/07 FALLS BETWEEN FIRST AND LAST DAY VALID ITEM IS VALID.

**EDIT ENDORSEMENT DONE

J ■DATE OF USE MISSING - VOID DO NOT REDEPOSIT

THE RECORDED DATE OF PURCHASE IS MISSING

IF THE DATE IS CHANGED OR ANY PART OF IT IS MISSING, DRAFT THE RINGER TO DETERMINE IF WE SHOULD PAY THE ITEM.

IF THERE IS NO DATE OR RINGER THEN COMPARE TODAY'S DATE TO THE VALID MONTH. IF TODAY'S DATE IS ON OR AFTER THE FIRST USE DATE PLUS TWO DAYS, AND ON OR BEFORE THE LAST DAY VALID PLUS TWO DAYS, THEN PAY AND DO NOT RETURN.

**EDIT ENDORSEMENT DONE

WIC Redemption Criteria - Conditional Edits (Continued)

Code

S

■ALTERED FOOD PACKAGE - VOID DO NOT REDEPOSIT

FOOD ITEMS (UNITS, PACKAGING AND TYPES) CANNOT BE CHANGED IN ANY WAY. NO TRACEOVERS OR WHITE OUT IS ALLOWED OF THE UNITS, PACKAGING (E.G., QUART), FOOD TYPE (E.G., WHOLE MILK), OR MESSAGES ON THE FOOD INSTRUMENT

■DOLLAR AMOUNT ALTERED - VOID DO NOT REDEPOSIT

ALTERED – VOID DO NOT REDEPOSIT

ANY CHANGES TO THE DATE OR DOLLAR AMOUNT NEED TO BE INITIALED

■REDEPOSIT WITHOUT AUTHORIZATION STAMP - VOID DO NOT REDEPOSIT

CONSIDERED A SECOND PRESENTMENT ARE:

DEPOSITED EARLY

- SIGNATURE MISSING

- \$ AMOUNT ALTERED

- \$ AMOUNT ALTERED

DEPOSITED LATE

- ALTERED

- MISSING DATE REDEEMED

- CASHIERS INITIALS MISSING

■STOP PAYMENT - VOID DO NOT REDEPOSIT

THIS IS AN AUTOMATED EDIT

■RETURN MESSAGE STAMPED ON FOOD INSTRUMENTS

FMNP Redemption Criteria - Conditional Edits

- Code**
- N ■MISSING VENDOR NUMBER**
**EDIT ENDORSEMENT DONE
 - U ■UNREADABLE VENDOR NUMBER – VOID DO NOT REDEPOSIT**
**EDIT ENDORSEMENT DONE
 - E ■UNAUTHORIZED VENDOR NUMBER**
THE SYSTEM WILL EDIT FOR INVALID VENDOR NUMBERS
 - F ■DEPOSITED LATE – VOID DO NOT REDEPOSIT**
THIS IS AN AUTOMATED EDIT
 - B ■EARLY CASHING - VOID DO NOT REDEPOSIT**
THIS IS AN AUTOMATED EDIT
 - D ■MISSING SIGNATURE - VOID DO NOT REDEPOSIT**
IF THE SIGNATURE IS MISSING, "X" IS ACCEPTABLE WITH THE FOLLOWING: THE PERSON (PARTICIPANT'S, AUTHORIZED REPRESENTATIVE OR PROXY) WILL PLACE AN X ON THE SIGNATURE LINE. THE CASHIER THAT OBSERVED THIS WILL WRITE "FOR" SIGNERS NAME "BY" AND SIGN THEIR OWN NAME. SEE EXAMPLE BELOW.

"X FOR MARY SMITH BY JANE DOE" (ACTUAL SIGNATURE REQUIRED)

ONE LINE DRAWN THROUGH THE SIGNATURE IS ACCEPTABLE AS LONG AS THERE IS AN ADDITIONAL SAME SIGNATURE ON THE FOOD INSTRUMENT. JUST INITIALS INSTEAD OF A FULL SIGNATURE **IS** ACCEPTABLE.

~~JANE DOE~~ JANE DOE IS SOMEWHERE ELSE ON THE DRAFT – ACCEPTABLE.

~~JANE DOE~~ JD IS SOMEWHERE ELSE ON THE DRAFT – ACCEPTABLE.
 - A ■ALTERED DATE OR WHITEOUT- VOID DO NOT REDEPOSIT**
PREPRINTED DATES AND DOLLAR AMOUNT CANNOT BE CHANGED IN ANY WAY, INCLUDING TRACEOVERS.

NO WHITE OUT IS ALLOWED ANYWHERE ON THE FOOD INSTRUMENT (IF IN THE FOOD MESSAGE, CODE AS 77)
 - I ■DOLLAR AMOUNT TOO HIGH - VOID DO NOT REDEPOSIT**
THIS IS AN AUTOMATED EDIT

FMNP Redemption Criteria - Conditional Edits (Continued)

Code

M ■SECOND PRESENTMENT - VOID DO NOT REDEPOSIT

FOOD INSTRUMENTS THAT HAVE BEEN RETURNED AND STAMPED WITH A "VOID DO NOT REDEPOSIT" STAMP.

CONSIDERED A SECOND PRESENTMENT:

EARLY CASHING	UNREADABLE VENDOR
MISSING SIGNATURE	ALTERED
DEPOSITED LATE	\$ AMOUNT TO HIGH
INVALID VENDOR NUMBER	

ALLOWED TO COME BACK A SECOND TIME:

MISSING VENDOR NUMBER – IF THE VENDOR NUMBER IS STILL MISSING ON THE THIRD TIME IN THE SYSTEM, RETURN AS A SECOND PRESENTMENT

H ■OVER ACCOUNT MAX

THIS IS AN AUTOMATED EDIT

C ■DATE OF USE INVALID - VOID DO NOT REDEPOSIT

DATE WILL BE HANDWRITTEN OR STAMPED AND NEEDS TO FALL WITHIN THE FIRST DATE OF USE AND THE LAST DATE OF USE DATES TO BE A VALID DATE AND IN ORDER FOR THE ITEM TO BE PAID. WATCH FOR INTERNATIONAL DATE – YEAR, MONTH, DAY 05-04-26, IT IS OKAY TO PAY)

IF DATE IS INVALID, DRAFT THE RINGER TO DETERMINE IF WE SHOULD PAY THE ITEM – THE RINGER INFORMATION MUST VALIDATE THAT THE DRAFT WAS PRESENTED BETWEEN THE FIRST DATE AND LAST DATE TO USE DATES TIMEFRAME.

** EXAMPLE 1: ITEM FACE SHOWS 1/2/14, RINGER SHOWS 2/2/14, IF 2/2/07 FALLS BETWEEN FIRST AND LAST DATES TO USE DATES ITEM IS VALID.

** EXAMPLE 2: ITEM FACE SHOWS 2/2/14, RINGER SHOWS 2/2/14, IF 2/2/14 FALLS BETWEEN FIRST AND LAST DATES TO USE DATE ITEM IS VALID.

**EDIT ENDORSEMENT DONE

J ■DATE OF USE MISSING - VOID DO NOT REDEPOSIT

THE RECORDED DATE OF PURCHASE IS MISSING

IF THE DATE IS CHANGED OR ANY PART OF IT IS MISSING, DRAFT THE RINGER TO DETERMINE IF WE SHOULD PAY THE ITEM.

IF THERE IS NO DATE OR RINGER THEN COMPARE TODAY'S DATE TO THE VALID MONTH. IF TODAY'S DATE IS ON OR AFTER THE FIRST USE TO DATE DATE PLUS TWO DAYS, AND ON OR BEFORE THE LAST USE DATE TO DATE PLUS TWO DAYS, THEN PAY AND DO NOT RETURN.

**EDIT ENDORSEMENT DONE

EXHIBIT F

PAID File Layout

Record lay out for PAID File
Detail Record PAID File

Position	Length	Type	Description
01 – 10	10	N	Food Instrument (FI) / SERIAL NUMBER
11 – 11	1	N	1 zero FILLER
12 – 17	6	N	VENDOR NUMBER
18 – 25	8	N	PROCESS DATE (Posted) MMDDYYYY
26 – 26	1	N	STATUS CODE (R-reject, P-paid, M-manual adjustment, S-missing issuance)
27 – 27	1	N	ACCEPT CODE (X-paid normal, Y- override, Z-state override, W-missing issuance)
28 – 28	1	N	REJECT CODE (A-altered, B-early cashing, C-date of use invalid, D-missing signature, E-unauthorized vendor number, F-deposited late, H-over account maximum, I-dollar amount too high for food instrument type, J-date of use missing, K-stop payment issued, M-second presentment, N-missing vendor number, U-unreadable vendor number)
29 – 34	6	N	PAID AMOUNT – two bytes assumed decimal
35 – 40	6	N	Peer Group Average Amount at time of Redemption
41 – 46	6	N	REJECTED AMOUNT – two bytes assumed decimal

Trailer Record PAID File

Position	Length	Type	Description
01 – 05	5	C	Literal Value always "TOTAL"
06 – 14	9	N	TOTAL COUNT OF ITEMS
15 – 25	11	N	TOTAL AMOUNT PAID – two bytes assumed decimal
26 – 36	11	N	TOTAL AMOUNT REJECTED – two bytes assumed decimal

Farmers' Market PAID File Layout

Record lay out for PAID File Detail Record PAID File

Position	Length	Type	Description
01 – 10	10	N	COUPON / SERIAL NUMBER
11 – 15	5	N	GROWER STAMP
16 – 23	8	N	DATE POSTED Format MMDDYYYY
24 – 24	1	A	STATUS
25 – 25	1	A	ACCEPT CODE
26 – 26	1	A	ALTERNATE RETURN CODE
27 – 32	6	N	ORIGINAL AMOUNT – two bytes assumed decimal
33 – 38	6	N	AMOUNT RETURNED – two bytes assumed decimal

Trailer Record PAID File

Position	Length	Type	Description
01 – 05	5	A	Literal "TOTAL"
06 – 14	9	N	TOTAL COUNT OF ITEMS
15 – 25	11	N	TOTAL AMOUNT PRESENTED – two bytes assumed decimal

EXHIBIT G

WIC Food Instrument Processing Reports

Report Name	Report Content
Posting Summary	Listing of all reversed debit items for which full credit has been applied to the account (i.e., posting errors or photocopy duplicates). Also, list all adjusted items that were posted for an incorrect amount and identified during processing for correction (i.e., an encoding error made by the vendor's bank of first deposit or a MICR misread). Bank posted items, less the returns and adjustments and reverse debits, and vendor debits (initial and/or additional attempts), equal the net payment for the day/month.
All Items	<p>Detailed list of all items posted to the bank account. Items coded as PAID or RETURN and provide a summary of each (count and amount by type).</p> <p>PAID types include: adjustments, compliance buys, force post, force authorized stamp, force vendor # endorsement, void, not issued, previously returned, redeemed at maximum, regular paid.</p> <p>RETURN types include: missing vendor #, unreadable vendor #, invalid vendor #, stale date, early cashing, missing signature, altered, redeemed date not in valid month, purchase date missing.</p>
Return Items	List all return items by vendor number. List return amount, maximum amount, first use date and paid date. All items identified as unreasonable dollar amount are sent to the vendor debit/credit warehouse to be processed at the maximum by food instrument type and vendor peer group.
Compliance Buy	List all items that are forced to pay, by vendor.
Voided Items	List all items that are paid or returned in the report month for which the contractor has received a void record. List all return reasons.
Vendor Audit (Vendor Pull List)	List all redemptions (sorted by food instrument #) for any vendor(s) flagged by the program.

WIC Food Instrument Processing Reports (Continued)

Report Name	Report Content
Not Issued	List all items presented without an issuance record. Summary will provide count and amount for PAID and RETURNED.
Paid Exceptions	List all items that were paid with some type of exception condition, other than "NOT ISSUED".
Endorsement Force List	List all items that had information missing from the front of the food instrument but information was obtained from the endorsement information on the back of the food instrument (i.e., vendor name, date redeemed, etc.) and item is paid.
Average by Food Instrument Type	List the number item count and item amount by food instrument type, and the item average amount. Also, list the program maximum amount by food instrument type and peer group that was in effect as of the report/paid date.
Vendor Totals by Vendor Number	List total items processed for each vendor, and the net paid and returned.
Vendor List in Vendor Number Order	Lists all vendors in the contractor's database as authorized and is used at the time of editing food instruments.
Redemptions by Vendor	Lists all items processed by vendor (vendor number order and then food instrument order).
Vendor Quarterly Activity Summary in Vendor Name Order	Lists all items processed by vendor for one year and broken up into per quarter summaries.
Maximum by Food Instrument Type	Lists the maximum amount that will be paid for a food instrument type by vendor peer group. The report that is generated from this information each month should be separated by each peer group (each peer group shall start on its own page), list each item numerically (smallest to largest) by FI Type, and the maximum pay amount for each FI Type per each peer group.
WIC Vendor File Load	Lists food instrument types, pay amounts and vendor information that is sent in the vendor file from the previous night.
Vendor Debit/Credit Recap	Provides a summary of all vendor debits and credits that were processed for the prior month
Vendor Debits/Credits	Provides a detailed list of all vendor debits and credits that were processed for the prior month

WIC Food Instrument Processing Reports (Continued)

Report Name	Report Content
Food Instrument Debits/Credits by Food Instrument Type	Lists all vendor debits and credits processed by food instrument type.
Debit/Credit Re-attempts	Lists all items that for some reason were not able to be debited from or credited to the vendor's account and an additional attempt to debit/credit had to be processed.
Vendor Debit/Credit Warehouse	Lists all items that will be debited from or credited to the vendor's account for the amount over the maximum allowed by food instrument type and vendor peer group.
Vendor Statement	Lists a copy of all bank statements that were sent to the appropriate vendors for all debits or credits that were processed for their account.
Vendor Edit Detail Report	List all items which pass all edit criteria and the vendor will be paid the maximum amount allowed for the food instrument type by vendor peer group through a debit or credit to their account. Also list the error reason for all items that are not successfully debited or credited.
Report of Returns	Lists all vendor account information for all unsuccessful debits or credits.
Prenotes Report	Lists all vendors that received a "test" transmission to ensure that their account is set up to allow debits or credits.

WIC FMNP Food Instrument Processing Reports (Continued)

Report Name	Report Content
Posting Summary	Listing of all reversed debit items for which full credit has been applied to the account (i.e., posting errors or photocopy duplicates). Also, list all adjusted items that were posted for an incorrect amount and identified during processing for correction (i.e., an encoding error made by the farmer's bank of first deposit or a MICR misread). Bank posted items, less the returns and adjustments and reverse debits, and farmer debits (initial and/or additional attempts), equal the net payment for the day/month.
All Items	<p>Detailed list of all items posted to the bank account. Items coded as PAID or RETURN and provide a summary of each (count and amount by type).</p> <p>PAID types include: adjustments, compliance buys, force post, force authorized stamp, force farmer # endorsement, void, not issued, previously returned, regular paid.</p> <p>RETURN types include: missing farmer #, unreadable farmer #, invalid farmer #, stale date, early cashing, missing signature, altered, redeemed date not in valid month, purchase date missing.</p>
Return Items	List all return items by farmer number. List return amount, maximum amount, first use date and paid date.
Compliance Buy	List all items that are forced to pay, by farmer.
Voided Items	List all items that are paid or returned in the report month for which the contractor has received a void record. List all return reasons.
Farmer Audit (Farmer Pull List)	List all redemptions (sorted by food instrument #) for any farmer(s) flagged by the program.

WIC FMNP Food Instrument Processing Reports (Continued)

Report Name	Report Content
Paid Exceptions	List all items that were paid with some type of exception condition.
Endorsement Force List	List all items that had information missing from the front of the food instrument but information was obtained from the endorsement information on the back of the food instrument (i.e., farmer name, date redeemed, etc.) and item is paid.
Farmer Totals by Farmer Number	List total items processed for each farmer, and the net paid and returned.
Farmer List in Farmer Number Order	Lists all farmers in the contractor's database as authorized and is used at the time of editing food instruments.
Redemptions by Farmer	Lists all items processed by farmer (farmer number order).
Farmer Quarterly Activity Summary in Farmer Name Order	Lists all items processed by farmer for one year and broken up into per quarter summaries.
WIC Farmer File Load	Lists food instrument types, pay amounts and farmer information that is sent in the farmer file from the previous night.
Farmer Debit/Credit Recap	Provides a summary of all farmer debits and credits that were processed for the prior month
Farmer Debits/Credits	Provides a detailed list of all farmer debits and credits that were processed for the prior month

WIC FMNP Food Instrument Processing Reports (Continued)

Report Name	Report Content
Food Instrument Debits/Credits by Food Instrument Type	Lists all farmer debits and credits processed by food instrument type.
Debit/Credit Re-attempts	Lists all items that for some reason were not able to be debited from or credited to the farmer's account and an additional attempt to debit/credit had to be processed.
Farmer Statement	Lists a copy of all bank statements that were sent to the appropriate farmers for all debits or credits that were processed for their account.
Farmer Edit Detail Report	List all items which pass all edit criteria through a debit or credit to their account. Also list the error reason for all items that are not successfully debited or credited.
Report of Returns	Lists all farmer account information for all unsuccessful debits or credits.
Prenotes Report	Lists all farmers that received a "test" transmission to ensure that their account is set up to allow debits or credits.

WIC Cash Value Voucher (CVV) Food Instrument Processing Reports

Report Name	Report Content
Posting Summary	Listing of all reversed debit items for which full credit has been applied to the account (i.e., posting errors or photocopy duplicates). Also, list all adjusted items that were posted for an incorrect amount and identified during processing for correction (i.e., an encoding error made by the vendor's/farmer's bank of first deposit or a MICR misread). Bank posted items, less the returns and adjustments and reverse debits, and vendor/farmer debits (initial and/or additional attempts), equal the net payment for the day/month.
All Items	<p>Detailed list of all items posted to the bank account. Items coded as PAID or RETURN and provide a summary of each (count and amount by type).</p> <p>PAID types include: adjustments, compliance buys, force post, force authorized stamp, force vendor /farmer # endorsement, void, not issued, previously returned, redeemed at maximum, regular paid.</p> <p>RETURN types include: missing vendor/farmer #, unreadable vendor/farmer #, invalid vendor/farmer #, stale date, early cashing, missing signature, altered, redeemed date not in valid month, purchase date missing.</p>
Return Items	List all return items by vendor/farmer number. List return amount, maximum amount, first use date and paid date. All items identified as unreasonable dollar amount are sent to the vendor/farmer debit/credit warehouse to be processed at the maximum by food instrument type and vendor peer group.
Compliance Buy	List all items that are forced to pay, by vendor/farmer.
Voided Items	List all items that are paid or returned in the report month for which the contractor has received a void record. List all return reasons.
Vendor/Farmer Audit (Vendor/Farmer Pull List)	List all redemptions (sorted by food instrument #) for any vendor(s)/farmer (s) flagged by the program.

**WIC Cash Value Voucher (CVV) Food Instrument Processing Reports
(Continued)**

Report Name	Report Content
Not Issued	List all items presented without an issuance record. Summary will provide count and amount for PAID and RETURNED.
Paid Exceptions	List all items that were paid with some type of exception condition, other than "NOT ISSUED".
Endorsement Force List	List all items that had information missing from the front of the food instrument but information was obtained from the endorsement information on the back of the food instrument (i.e., vendor/farmer name, date redeemed, etc.) and item is paid.
Average by Food Instrument Type	List the number item count and item amount by food instrument type, and the item average amount. Also, list the program maximum amount by food instrument type and peer group that was in effect as of the report/paid date.
Vendor/Farmer Totals by Vendor/Farmer Number	List total items processed for each vendor/farmer, and the net paid and returned.
Vendor/Farmer List in Vendor/Farmer Number Order	Lists all vendors/farmers in the contractor's database as authorized and is used at the time of editing food instruments.
Redemptions by Vendor/Farmer	Lists all items processed by vendor/farmer (vendor/farmer number order and then food instrument order).
Vendor/Farmer Quarterly Activity Summary in Vendor/Farmer Name Order	Lists all items processed by vendor/farmer for one year and broken up into per quarter summaries.
Maximum by Food Instrument Type	Lists the maximum amount that will be paid for a food instrument type by vendor peer group. The report that is generated from this information each month should be separated by each peer group (each peer group shall start on its own page), list each item numerically (smallest to largest) by FI Type, and the maximum pay amount for each FI Type per each peer group.
WIC Vendor/Farmer File Load	Lists food instrument types, pay amounts and vendor/farmer information that is sent in the vendor/farmer file from the previous night.
Vendor/Farmer Debit/Credit Recap	Provides a summary of all vendor/farmer debits and credits that were processed for the prior month
Vendor/Farmer Debits/Credits	Provides a detailed list of all vendor/farmer debits and credits that were processed for the prior month

**WIC Cash Value Voucher (CVV) Food Instrument Processing Reports
(Continued)**

Report Name	Report Content
Food Instrument Debits/Credits by Food Instrument Type	Lists all vendor/farmer debits and credits processed by food instrument type.
Debit/Credit Re-attempts	Lists all items that for some reason were not able to be debited from or credited to the vendor's/farmer's account and an additional attempt to debit/credit had to be processed.
Vendor/Farmer Debit/Credit Warehouse	Lists all items that will be debited from or credited to the vendor's account for the amount over the maximum allowed by food instrument type and vendor peer group.
Vendor/Farmer Statement	Lists a copy of all bank statements that were sent to the appropriate vendors/farmers for all debits or credits that were processed for their account.
Vendor/Farmer Edit Detail Report	List all items which pass all edit criteria and the vendor will be paid the maximum amount allowed for the food instrument type by vendor peer group through a debit or credit to their account. Also list the error reason for all items that are not successfully debited or credited.
Report of Returns	Lists all vendor/farmer account information for all unsuccessful debits or credits.
Prenotes Report	Lists all vendors/farmers that received a "test" transmission to ensure that their account is set up to allow debits or credits.

EXHIBIT H

Food Instrument Type File Layout

General Format Rules for All Files.

Standard Format – Fixed length. The file will be in the ASCII format. Records will be separated by a carriage return and line feed (hexadecimal codes: 0D0A) at the end of each record. The carriage return/line feed pair are not counted in the record length.

The following types apply to all of the record layouts:

N = Numeric, right justified zero filled
A = Alpha numeric, left justified space filled.

Record lay out for TYPE File

Detail Record, (TYPE FILE)

<u>Position</u>	<u>Length</u>	<u>Type</u>	<u>Description</u>
01 – 02	2	N	<i>Peer Group Code</i>
03 – 08	6	C	Food Instrument (FI) Type Number
09 – 10	2	C	FI Type Code
11 – 12	2	C	Filler (currently with “**”)
13 – 18	6	N	Average redemption amount FORMAT 9(04)99with two assumed decimal values.
19 – 24	6	N	Maximum redemption amount FORMAT 9(04)99with two assumed decimal values.

Trailer Record, (TYPE FILE)

<u>Position</u>	<u>Length</u>	<u>Type</u>	<u>Description</u>
01 – 05	5	C	<u>Literal Value</u> always “TOTAL”
06 – 11	6	N	Total record count FORMAT 9(06).

EXHIBIT I
RECONCILIATION REPORTS (SAMPLE)

Reconciliation Report

September-14

BANK STATEMENT

Current Month Paid Volumes

31,898

BEGINNING BALANCE:		0.00
+ACH/WIRE TRANSFERS:		770,113.22
+MISC CREDITS:		2,437.97
<hr/>		
PRIOR MONTH		
ADJUSTMENTS	0.00	
RETURNS	351.09	
<hr/>		
CURRENT MONTH		
ADJUSTMENTS	0.00	
RETURNS	2,066.88	
ACH RETURNS	0.00	
TOTAL	2,437.97	
<hr/>		
-ITEM DEBITS		(772,551.19)
-MISC DEBITS		
PRIOR MONTH	0.00	
CURRENT MONTH	0.00	
ZBA TRANSFERS		
OTHER TRANSFERS		
ACH REISSUES	0.00	
TOTAL	0.00	
ENDING BALANCE		0.00

OUTSTANDING ADJUSTMENTS

PRIOR MONTH		
OUTSTANDING CREDITS	0.00	
OUTSTANDING DEBITS	0.00	
<hr/>		
CURRENT MONTH		
OUTSTANDING CREDITS	389.10	
OUTSTANDING DEBITS	0.00	

RECONCILIATION

WIRE TRANSFER/ACH/CHECK DEPOSIT	770,113.22
+BEGINNING BALANCE	0.00
+ACH RETURNS	0.00
-ACH REISSUES	0.00
-ZBA TRANSFERS	0.00
-OTHER TRANSFERS	0.00
+PRIOR MONTH ADJUSTMENT CREDIT	0.00
+PRIOR MONTH RETURN CREDIT	351.09
-PRIOR MONTH ADJUSTMENT DEBIT	0.00
-ENDING BALANCE	0.00
-CURRENT MONTH ADJ/RET CREDIT OUTSTANDING	(389.10)
+CURRENT MONTH ADJ DEBIT OUTSTANDING	0.00
-PRIOR MONTH ADJ/RET CREDIT OUTSTANDING	0.00
+PRIOR MONTH ADJ DEBIT OUTSTANDING	0.00
=NET PAID	770,075.21
DAILY PAID TRANSMISSION TOTAL	770,075.21
DIFFERENCE	0.00

Prepared 10/2/2014

SAMPLE

Statement of Account - Summary

Summary Page
Account Number
#30/14 - 3/30/14

DIVISION OF ACCOUNTS
CUM HIC PROGRAM
D.L. DRUG. BRANCH-DEPT OF ADM
65-6100 MARINE AVENUE
SARASOTA, FLORIDA 34231-2601

CUM HIC

Statement Totals										Ending
Date	Beginning Balance	Deposits	Misc. Credits	From Debits	Misc. Debits					Balance
	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	
/01/14	.00		.00		.00		.00		.00	.00
/02/14		1	27,164.58	1	270.78	1,151	27,435.36		.00	.00
/03/14		1	39,290.11	1	80.31	1,578	39,370.42		.00	.00
/04/14		1	40,087.48	1	236.67	1,682	40,324.07		.00	.00
/05/14		1	16,021.48	1	156.43	665	16,177.91		.00	.00
/06/14		1	22,583.48	1	137.07	906	22,720.55		.00	.00
/07/14		1	38,763.41	1	40.38	1,592	38,803.79		.00	.00
/08/14		1	29,276.97	1	100.91	1,165	29,377.88		.00	.00
/09/14		1	11,609.10	1	130.42	600	11,739.52		.00	.00
/10/14		1	67,767.26	1	80.74	2,732	67,848.00		.00	.00
/11/14		1	27,120.93		.00	1,104	27,120.93		.00	.00
/12/14		1	66,996.78	1	169.36	2,756	67,166.14		.00	.00
/13/14		1	27,080.00		.00	1,136	27,080.00		.00	.00
/14/14		1	49,206.81	1	79.89	2,052	49,286.67		.00	.00
/15/14		1	26,253.91	1	13.00	1,019	26,266.91		.00	.00
/16/14		1	26,310.99	1	40.94	1,129	26,351.93		.00	.00
/17/14		1	59,880.71	1	116.22	2,525	59,996.93		.00	.00
/18/14		1	41,459.65	1	84.73	1,687	41,544.38		.00	.00
/19/14		1	44,320.63	1	92.22	1,027	44,412.85		.00	.00
/20/14		1	22,875.65	1	50.62	1,063	22,926.27		.00	.00
/21/14		1	19,999.83	1	209.73	1,492	20,209.56		.00	.00
/22/14		1	48,066.85	1	169.63	2,080	48,236.48		.00	.00
Total		21	770,113.22	19	3,437.97	31,990	772,351.19		.00	19.26
YTD		109	6734,170.80	175	19,381.02	284,786	6753,549.45	1	19.26	
		Total State Credits		68	772,551.19	Total State Debits		31,990	772,351.19	
		YTD Credits		264	6753,559.71	YTD Debits		284,787	6753,559.71	

SAMPLE

Statement of Account - Summary

Summary Page
 Account Number
 8/30/14 - 7/30/14

DIVISION OF ACCOUNTS
 PHARM VIC PROGRAM
 PHIL PROG, BRANCH-DEPT OF ADM
 15-6100 MARINE AVENUE
 WASHINGTON, TEXAS, GU 08713-1601

-----Credit Detail-----			-----Debit Detail-----		
Date	Amount	Description	Date	Amount	Description
7/07/14	27,164.56	FROM 9000161			
7/02/14	170.78	10 Returns - work of 8/26			
7/03/14	39,290.11	FROM 9000161			
7/07/14	00.31	2 Returns - work of 8/22			
7/04/14	40,087.40	FROM 9000161			
7/04/14	216.67	6 Returns - work of 9/2			
7/05/14	16,021.48	FROM 9000161			
7/05/14	356.43	12 Returns - work of 9/3			
7/08/14	22,583.48	FROM 9000161			
7/08/14	137.07	5 Returns - work of 9/4			
7/09/14	30,763.31	FROM 9000161			
7/09/14	48.38	1 Return - work of 9/5			
7/10/14	20,576.97	FROM 9000161			
7/10/14	100.91	3 Returns - work of 9/8			
7/11/14	14,668.10	FROM 9000161			
7/11/14	130.42	8 Returns - work of 9/9			
7/12/14	67,757.25	FROM 9000161			
7/12/14	88.74	1 Returns - work of 9/10			
7/13/14	27,120.53	FROM 9000161			
7/15/14	66,996.70	FROM 9000161			
7/16/14	121.36	7 Returns - work of 9/12			
7/17/14	27,089.03	FROM 9000161			
7/18/14	49,306.84	FROM 9000161			
7/18/14	79.81	1 Returns - work of 9/15			
7/19/14	25,253.91	FROM 9000161			
7/19/14	13.00	1 Return - work of 9/17			
7/22/14	26,318.99	FROM 9000161			
7/22/14	40.94	2 Returns - work of 9/18			
7/23/14	59,880.71	FROM 9000161			
7/23/14	116.22	2 Returns - work of 9/19			
7/24/14	41,459.65	FROM 9000161			
7/24/14	86.73	2 Returns - work of 9/22			

SAMPLE



RFP REGISTRATION FORM

**Special Supplemental Nutrition Program
for Women, Infants, and Children (WIC)
Department of Public Health and
Social Services
15-6100 Mariner Avenue
Barrigada, Guam 96913-1601**

**RFP SUBMISSION DEADLINE:
No later than 5:00 pm, January 16, 2015.
(Greenwich Mean Time (GMT)
+ 10 hours)**

DPHSS/WIC requires that prospective offerors/respondents register with DPHSS/WIC, to ensure that they receive notices regarding any changes or updates to the RFP Official communications, clarifications and amendments to the RFP will be sent to all registered potential offerors. A registration form is provided with the RFP as Appendix D. *The Guam WIC Program, Department of Public Health and Social Services (WIC, DPHSS) shall not be liable for failure to provide notice to any party who does not officially register contact information.* The registration form can also be downloaded via www.dphss.guam.gov. Select "RFPs" from the pull down menu then RFP/DPHSS 2015-001 and download the registration form. Potential offerors must legibly complete and submit the original **RFP REGISTRATION FORM** to DPHSS/WIC address above, or via fax at 671-477-7945.

REQUEST FOR PROPOSALS (RFP) RFP/DPHSS-2015-001 – Specialized Banking Professional Services for the Special Supplemental Nutrition Program for Women, Infants, and Children (“WIC”) Department of Public Health and Social Services			
ORGANIZATION:			
CONTACT PERSON AND POSITION TITLE:			
PHYSICAL ADDRESS:			
MAILING ADDRESS:			
EMAIL ADDRESS:			
TELEPHONE:			
FASCIMILE:			
TO BE COMPLETED BY STAFF OF THE WIC, DPHSS.			
DATE SUBMITTED:	TIME SUBMITTED:		
RECEIVED BY:			

CONTROL NO.: 2015-WIC _____

All potential offerors, those who come in person to the Barrigada (Tiyan) WIC office, to pick up a hard copy of the published RFP and those who download the RFP on-line (via www.dphss.guam.gov), shall be assigned a Control Number upon receipt of this official **RFP REGISTRATION FORM** by DPHSS/WIC.

Sample Contract