

**REQUEST FOR PROPOSAL (RFP DPHSS 2014-006)**  
**TITLE: Professional Services for Laboratory Services**

**I. GENERAL TERMS AND CONDITIONS**

1. **AUTHORITY:**  
This solicitation is issued subject to all the provisions of the Guam Procurement Act (P.L. 16-124) and Guam Procurement Regulations (copies of both are available at the office of the Compiler of Laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **EXPLANATION:**  
No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to named contract individual of the requesting Agency/Department for interpretation. Offerors should act promptly and allow sufficient time for reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications which will be forwarded to all prospective Offerors and its receipt by the Offeror should be acknowledged on the proposal form.
3. **METHOD OF AWARD:**  
The right is reserved as the interest of the Government may require to waive any minor information or irregularity in Proposals received. The Government shall have the prerogative to award, amend, or reject Proposals, in whole or in part. It is the policy of the Government to award proposals to Offerors duly authorized and licensed to conduct business in Guam.
4. **BID REJECTED:**  
The Government shall have the prerogative to reject any bid proposals in whole or in part if a determination is made that such is in the public interest of the Territory as provided in the regulations [ 2 GAR DIV 4 §3115(e)(2)] (see §I.4 Rejection).
5. **BID CANCELLATION:**  
The Government shall have the prerogative to cancel solicitation for proposals as provided for in the regulation [5 GCA §5225; 2 GAR Div 4 § 3115 (c)]
6. **TAXES:**  
Offerors are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

**7. LICENSING:**

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

**8. JUSTIFICATION OF DELAY:**

The Offeror who is awarded the Proposal guarantees that the service will be completed within the agreed upon completion date. If, however, the Offeror cannot comply with the completion requirement, it is therefore their responsibility to advise the Government in writing explaining the cause and reasons of the delay.

**9. EQUAL EMPLOYMENT OPPORTUNITY:**

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Offeror not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Offeror will take affirmative to secure that applications are employed and that employees are treated equally during employment without regards to their race, creed, color, or national origin.

**10. ASSIGNMENT:**

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

**11. DETERMINATION OF RESPONSIBILITY OF OFFERER:**

The Government reserves the right for securing from Offeror information necessary to determine whether or not they are responsible and to determine the responsibility in accordance with Item Number 16 of the General Terms and Conditions.

**12. TERM OF CONTRACT: MULTI-YEAR CONTRACT:**

The Government intends to make a Multi-Term Contract and the contract shall be for a total of 36 months commencing upon signature of the Governor. The terms of this agreement are subject to the availability of funds. In the event that funds are not allocated, appropriated, or otherwise made available to support continuation of performance in any period of time after the initial twelve months, this agreement shall be cancelled; however this does not affect either the Government's rights or the Consultants' rights under any termination clause of this agreement. The Government shall notify Consultant on a timely basis in writing what funds are, or are not available for continuation of the agreement for each succeeding period. In the event of cancellation of this multi-term agreement, Consultant will reimburse its unamortized, reasonably incurred, nonrecurring costs.

**13. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS:**

The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The Service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

**14. CONTINUING EDUCATION:**

The Government may pay for the continuing education of a consultant provided there is good reason to do so. Additionally, any continuing education courses taken off-island must be applicable to the consultant's work performance and approved by the Government.

**15. MANDATORY FORMS AND MANDATORY FEDERAL PROGRAM FORMS:**

**15.1 MANDATORY FORMS.** The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid. An explanation of each disclosure follows. For the offeror's ease in making these required disclosures, the purchasing agency is providing sample disclosure forms. They must be completed and included with the proposal. The forms are attached in Section 15. Appendix of Mandatory Forms. Failure to complete and submit the forms will automatically disqualify the offeror's submission to this RFP, as being non-responsive. All notarized affidavits must be prepared no earlier than thirty (30) days prior to submission. Furthermore, all disclosure forms submitted by the offeror awarded the contract will be open to public inspection and copying.

- a. **Profile.** The Contractor shall provide background information on as to its official name, location, average number of employees, contact information, type of offeror, date of incorporation, and the number of years the offeror has been in business.

- b. **Affidavit Disclosing Ownership and Commissions.** As a condition of bidding and doing business with the government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent (10%) of the outstanding interest of the offeror's business during the twelve-month period immediately preceding the date the proposal is submitted, including the percentage owned by each such person or entity. The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the purchasing agency or for assisting the offeror in obtaining business related to this Request for Proposal, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the offeror upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the offeror for the purpose of securing business.
- c. **Affidavit re Non-Collusion.** The offeror must represent that its offer is genuine and not a sham and that the offeror is not in collusion with others, and that the offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person or offeror to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.
- d. **Affidavit re No Gratuities and Kickbacks.** The offeror must represent, pursuant to Title 2 GAR, Division 4, §1107 (e) , that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement of the award of a subcontract or order.

- e. **Affidavit re Ethical Standards.** The offeror must represent, pursuant to Title 2 GAR, Division 4 §11103(b), that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulation pertaining to ethics in public contracting.
- f. **Affidavit re Contingent Fees.** The offeror must represent, pursuant to Title 2 GAR, Division 4, §11108 (f) and §11108 (h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure a contract with the Government; nor has it retained a person to solicit or secure a contract with the Government 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.
- g. **Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination.** The offeror must represent that it pays its employees, and provides health and similar benefits, in accordance with the most recent Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. DOL for such labor as is employed in the direct delivery of contract deliverables to the government of Guam [5GCA § 5211(b); 5 GCA § 5801 and §5802].

**15.2 MANDATORY FEDERAL PROGRAM FORMS.** The purchasing agency is providing the additional Mandatory Federal Program form samples. They must be completed and included with the RFP. The forms are attached in Section 15. Appendix of Mandatory Forms. **Failure to complete and submit the forms will automatically disqualify the offeror's submission to this RFP, as being non-responsive.** Furthermore, all Mandatory Federal Program forms submitted by the offeror awarded the contract will be open to public inspection and copying. The Mandatory Federal Program forms include the following:

- a. Limited English Proficiency Certification;
- b. Certification of Non-Discrimination
- c. Civil Rights Requirements;
- d. Certification as to Lobbying;
- e. Certification Regarding Debarment; and
- f. Compliance with Federal Laws and Regulations.

**15.3 APPENDIX OF MANDATORY FORMS.** The following is a list of local and Federal Mandatory Forms that shall be submitted as part of this RFP.

- a. Offeror's Profile

- b. Affidavit Disclosing Ownership and Commissions
- c. Affidavit re Non-Collusion
- d. Affidavit re No Gratuities and Kickbacks
- e. Affidavit re Ethical Standards
- f. Affidavit re Contingent Fees
- g. Limited English Proficiency Certification
- h. Certification of Non-Discrimination
- i. Civil Rights Requirements
- j. Certification Regarding Lobbying
- k. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- l. Compliance with Federal Laws and Regulation
- m. Declaration re Compliance with the U.S. Department of Labor (DOL) Wage Determination
- n. U.S. DOL Wage Determination No. 2005-2147 Revision No. 14.

**16. STANDARD FOR DETERMINATION OF MOST QUALIFIED**

**OFFEROR:** In determining most qualified Offeror, the Agency/Department shall be guided by the following factors:

- 16.1 Technical quality of proposals, understanding of requirements, and technical solutions (40 points)
- 16.2 Demonstrated ability, capacity, and skill of Offeror (15 points)
- 16.3 Offeror can perform the required services promptly or within specified time (15 points)
- 16.4 Sufficiency of financial and technical resources (15 points)
- 16.5 Ability to manage project for the duration of the award (15 points)

**17. MINIMUM EXPERIENCE, LICENSING, AND TRAINING:**

Offerors must include the following as part of their written proposal:

- a. Completed Consultant Proposal Information application form;
- b. Statement of interest in and ability to meet the scope of work as specified in the “Scope of Work” section page 7 including any other relevant laboratory experiences.
- c. Three letters of references;
- d. Contact person’s name, mailing address, email, and contract phone number(s) including cellular phone number;
- e. Fee Schedule Pricing of all laboratory procedures for the initial term of the contract labeled as “Exhibit A” and indicate if the Fee Schedule

Pricing remains fix or not fixed during the multi-year term of the contract.

18. If requested, the Offeror must meet all regulations and requirements of the Americans with Disabilities Act (ADA)

## **II. SCOPE OF WORK:**

### **1. STATEMENT OF NEED:**

The consultant \_\_\_\_\_ will be compensated at a rate of \_\_\_\_\_ per hour, being payable bi-weekly upon certification by the Director of Public Health and Social Services.

### **2. SCOPE OF WORK:**

The Consultant agrees to accept the appointment as a Consultant for laboratory services to the Department of Public Health and Social Services, Northern and Southern Region Community Health Centers providing best efforts in the performance of duties and responsibilities as outlined below in accordance with the laws, rules, regulations, and policies of the Government.

- 2.1 To provide clinical laboratory and pathology services for the Northern and Southern Region Community Health Centers at the rate in accordance with Consultant's Fee Schedule as delineated in Exhibit A: "Northern and Southern Region Community Health Center Client Price Fee Schedule Pricing for Cytology and Pathology Test," which is incorporated herein as if fully rewritten. The CHC provides its own phlebotomy services.
- 2.2 To deliver laboratory forms, Cytology Kits, and culture swabs to the Northern and Southern Region Community Health Centers' Laboratory Section.
- 2.3 To provide clinical laboratory and pathology reports within ten (10) business-days depending on the type of test, and in urgent cases, within seventy-two (72) hours of the date received from the Northern and Southern Region Health Centers.
- 2.4 The Consultant shall report and provide professional consultant on abnormal laboratory and pathology findings to the Northern and Southern Region Community Health Center physicians and mid-level providers.
- 2.5 Consultant shall provide a compendium of the laboratory tests, including any defined Logical and Observation Identifiers Names and Codes (LOINC) codes in EXCEL electronic form within 2 weeks of the execution of this agreement, which is upon the signature of the Governor of Guam; Consultant shall provide updates of the compendium upon request, and also provide bi-directional HL7 Laboratory Order and Results Reporting

interface capability between Consultant's Laboratory Information System and the Northern and Southern Region Community Health Centers' Resource and Patient Management System (RPMS) Electronic Health Records system of the U.S. Indian Health Service. Consultant shall return the accession number of the original Guam DPHSS laboratory orders transmitted to Consultant in the results reporting. The goal is to complete a bi-directional interface in 4 months of the execution of this agreement, which is upon the signature of the Governor of Guam. It is understood by both parties of this agreement that the interface project is equally dependent on the Health Records System vendor's full cooperation with Consultant's Information System team. Consultant will make best efforts to complete this within the timeframe specified but cannot be held responsible for slow responses, or lack of participation from the Northern and Southern Region Community Health Centers.

3. The effective date of this Agreement shall be the date signed by the Governor of Guam.

### **III. SPECIAL GENERAL PROVISIONS**

1. **PROPOSALS:**

The offeror is required to read each and every page of their proposal and by the act of submitting a proposal shall be deemed to have all conditions contained therein. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out in ink or typewritten and signed in black ink. Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omission, unexplained erasure or alterations of item not called for in the Proposal, or irregularities of any kind shall be rejected by the Government as being incomplete. **Submit original plus five (5) copies of the proposal.**

2. **GENERAL INTENTION:**

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the Offeror to provide the Government of Guam (Government) with specified professional services.

3. **CONTACT FOR CONTRACT ADMINISTRATION:**

If you or your firm receives a contract as a result from this Proposal designate a person whom we may contact for prompt administration, showing:

Name	Title	Address	Telephone/Cell Phone/Fax Nos.

4. **MODIFICATION/ALTERATION:**

After the receipt and opening of proposals and at its option, Government may conduct discussions with the 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 requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission 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.

5. **PAYMENT:**

Payment shall be made using a method mutually agreed upon by the Government and the successful Offeror.

6. **RECEIPT AND OPENING OF PROPOSALS:**

The Offeror must submit two proposals, a **technical proposal and a sealed price proposal each submitted in separate sealed envelopes**. Envelopes containing proposals shall be **sealed and marked on the face with the name and address of the Offeror, the Proposal Name or Number and the time and date of submission**. Technical proposals will not be considered, nor will modifications of technical proposals already submitted be considered. Proposals may be hand carried and received at the place of opening on or before the opening date and time. Proposals may be mailed to:

**Northern Region CHC,  
Department of Public Health and Social Services  
520 West Santa Monica Drive  
Dededo, Guam 96929**

Proposals received through the mail will not be accepted if such mail is received at NRCHC address postmarked after the submission date and time. Proposals will not be opened publicly.

7. **WITHDRAWAL OF PROPOSALS:**

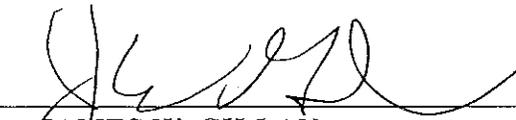
Proposals may be withdrawn on written request received from Offeror(s) prior to the time fixed for opening. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

8. **PROPOSAL ENVELOPE:**

Proposal envelope shall be sealed and marked with the Offeror(s) name and Proposal name.

9. **LATE PROPOSALS**

Late proposals will not be accepted.



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**JAMES W. GILLAN**

Director, Department of Public Health and Social Services

8.19.14

Date