GSA GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
148 Route 1 Marine Drive, Piti Guam 96915
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO. : GSA-003-16

DESCRIPTION:

GUMA SERENIDAD: Comprehensive Management, Operations, and Maintenance of Protective Services for Senior's and Adults with a Disability

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

(✓) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference #11 on the General Terms and Conditions

a. Cashier's Check or Certified Check

b. Letter of Credit

c. Surety Bond – Valid only if accompanied by:

1. Current Certificate of Authority issued by the Insurance Commissioner;
2. Power of Attorney issued by the Surety to the Resident General Agent;
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

(✓) BROCHURES/DESCRIPTIVE LITERATURE;

(✓) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

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

(✓) OTHER REQUIREMENTS:
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License

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

On this _____ day of _____, 2015, I, _____,

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

_____
Bidder Representative's Signature

Invitation for Bid: GSA-003-16

GUMA SERENIDAD: Comprehensive Management, Operations, and
Maintenance of Protective Services for Senior's and Adults with a Disability

ACKNOWLEDGEMENT RECEIPT FORM

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

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

Note: GSA recommends that prospective bidders register current contact Information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted via fax attention to the Chief Procurement Officer no later than Nov. 09, 2015 close of business.

INVITATION FOR BID

ISSUING OFFICE:

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

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: November 3, 2015

BID INVITATION NO: **GSA-003-16**

BID FOR: GUMA SERENIDAD: Comprehensive Management, Operations, and Maintenance of Protective Services for Seniors and Adults with a Disability

SPECIFICATION: **SEE ATTACHED**

DESTINATION: **DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**

REQUIRED DELIVERY DATE: Effectuated date: December 2015. For a period of five (5) years on a year to year basis upon the availability of funds. (Refer to page 51, 13.19)

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ____ INDIVIDUAL ____ PARTNERSHIP ____ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am Date: 11/18/15 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT RE ETHICAL STANDARDS

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 _____, _____.

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 offerors 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 offerors 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 offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors 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 _____, _____.

Special Provisions

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

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

_____

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

Subscribed and sworn before me this _____ day of _____, 2015

_____

Notary Public

FORM E

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

Procurement No: **GSA-003-16**
GUMA SERENIDAD: Comprehensive Management, Operations, and Maintenance of Protective Services for Seniors and Adults with a Disability

Name of Offeror Company: _____ hereby certifies under penalty of perjury:

(1) That I am _____(the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

_____
Signature Date

WD 05-2147 (Rev.-18) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director Division of Wage Determinations	Wage Determination No.: 2005-2147 Revision No.: 18 Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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, Dry-cleaning		8.08
16130 - Presser, Machine, Shirts		8.08
16160 - Presser, Machine, Wearing Apparel, Laundry		8.08
16190 - Sewing Machine Operator		9.86
16220 - Tailor		10.33
16250 - Washer, Machine		8.46
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.49
19040 - Tool And Die Maker		18.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.49
21030 - Material Coordinator		18.34
21040 - Material Expediter		18.34
21050 - Material Handling Laborer		10.65
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		12.49
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.23
21150 - Stock Clerk		18.58
21210 - Tools And Parts Attendant		12.49
21410 - Warehouse Specialist		12.49

23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49

27000 - Protective Service Occupations		
27004 - Alarm Monitor		10.90
27007 - Baggage Inspector		7.35
27008 - Corrections Officer		12.05
27010 - Court Security Officer		12.05
27030 - Detection Dog Handler		10.90
27040 - Detention Officer		12.05
27070 - Firefighter		12.05
27101 - Guard I		7.37
27102 - Guard II		10.90
27131 - Police Officer I		12.05
27132 - Police Officer II		13.40
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		9.53
28042 - Carnival Equipment Repairer		10.08
28043 - Carnival Equipment Worker		7.78
28210 - Gate Attendant/Gate Tender		13.18
28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		10.76
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		15.20
29020 - Hatch Tender		15.20
29030 - Line Handler		15.20
29041 - Stevedore I		14.22
29042 - Stevedore II		16.25
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		21.93
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.74
30064 - Drafter/CAD Operator IV		24.21
30081 - Engineering Technician I		14.62
30082 - Engineering Technician II		16.41
30083 - Engineering Technician III		18.36
30084 - Engineering Technician IV		22.34
30085 - Engineering Technician V		27.83
30086 - Engineering Technician VI		33.66
30090 - Environmental Technician		21.10
30210 - Laboratory Technician		20.74
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.06
30362 - Paralegal/Legal Assistant II		21.53
30363 - Paralegal/Legal Assistant III		26.35
30364 - Paralegal/Legal Assistant IV		30.80
30390 - Photo-Optics Technician		21.93
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.74
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		7.25
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		8.21

31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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 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 DISCLOSING OWNERSHIP and COMMISSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

Name	Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name	Address	Compensation
_____	_____	_____

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

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

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

_____
NOTARY PUBLIC
My commission expires_____

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____[state name of affiant signing below], being first 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(f).

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

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

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

_____
NOTARY PUBLIC
My commission expires_____

GOVERNMENT OF GUAM

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

BID BOND
NO. _____

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

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

_____

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

Signed and sealed this _____day of _____ 2015

_____
(PRINCIPAL) (SEAL)

_____
(WITNESS)

_____
(TITLE)

_____ _____
(MAJOR OFFICER OF SURETY) (MAJOR OFFICER OF SURETY)

_____ _____
(TITLE) (TITLE)

_____
(RESIDENT GENERAL AGENT)

DOA 113/Rev: 4-1-87

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.

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

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

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

GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

[X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.

[X] 2. **GENERAL INTENTION**: Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.

[X] 3. **TAXES**: Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

[X] 4. **LICENSING**: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

[X] 5. **LOCAL PROCUREMENT PREFERENCE**: All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.

[X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS**: Bidders shall comply with all specifications and other requirements of the Solicitation.

[ ] 7. **"ALL OR NONE" BIDS**: NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all.

[X] 8. **INDEPENDENT PRICE DETERMINATION**: The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.

[X] 9. **BIDDER'S PRICE**: The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.

[X] 10. **BID ENVELOPE**: Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.

[X] 11. **BID GUARANTEE REQUIREMENT**: Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding $25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.**

[X] 12. **PERFORMANCE GUARANTEE**: Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.

[X] 13. **SURETY BONDS**: Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.

[X] 14. **COMPETENCY OF BIDDERS**: Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

[X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS**: The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ] 29. **SAFETY INSPECTION**: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

[ ] 30. **GUARANTEE**:

a) Guarantee of Vehicle Type of Equipment:

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

b) Guarantee of Other Type of Equipment:

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.

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

[X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT**: The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

[X] 32. **REPRESENTATION REGARDING CONTINGENT FEES**: The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

[X] 33. **EQUAL EMPLOYMENT OPPORTUNITY**: Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

[X] 34. **COMPLIANCE WITH LAWS**: Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

[X] 35. **CHANGE ORDER**: Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.

[X] 36. **STOP WORK ORDER**: Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

[X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS**: Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.

[X] 38. **TIME FOR COMPLETION**: It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)

[X] 39. **JUSTIFICATION OF DELAY**: Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

[X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE**: Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.

[X] 41. **LIQUIDATED DAMAGES**: When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. **2 GAR, Div. 4 §6101(d).**

[X] 42. **PHYSICAL LIABILITY**: If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents,
and shall provide certificates of such insurance to the Government of Guam when required.

[X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).

[ ] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs.
2 GAR, Div.4 § 3121(e) (1) (G).

[X] 45. **CONTACT FOR CONTRACT ADMINISTRATION**: If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____

Address: _____ Telephone: _____

_____

_____

GOVERNMENT OF GUAM
SEALED BID SOLICITAITON INSTRUCTIONS

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

2. **PREPARATIONS OF BIDS**:
   a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.

   b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.

   c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.

   d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.

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

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

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

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

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

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

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

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

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

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

8. **DISCOUNTS**:

   a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

   b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

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

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

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

12. **CONFIDENTIAL DATA**: If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

13. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

14. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; and the compliance with all of the conditions to the solicitation.

15. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES**

(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred

Dollars ($100.00) per day, and no more than One Thousand Dollars ($1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

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

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

18. **Contractor's Warranty as to Employees and Sex Offenses.** ***Reference 5 GCA 5253 (b)***
Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, 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.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, 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. Any contactor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

19. **Policy in Favor of Service-Disabled Veteran Owned Businesses**
P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

ITEM NO.	DESCRIPTION	QTY / UOM		MONTHLY PRICE	PRICE EXTENSION
1.1	Guma Serenidad: Comprehensive Management, Operations and Maintenance of Protective Services for Seniors and Adults with a Disability	60	MOS.	$_____	$_____

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION OF SENIOR CITIZENS (DPH&SS, DSC):

GUMA SERENIDAD: COMPREHENSIVE MANAGEMENT, OPERATIONS, AND MAINTENANCE OF PROTECTIVE SERVICES FOR SENIORS, AGE 60 AND OLDER AND ADULTS WITH A DISABILITY, AGE 18-59 TO INCLUDE BUT NOT LIMITED TO CASE INVESTIGATION AND INTERVENTION, CRISIS INTERVENTION HOTLINE (CIH) AND TEMPORARY EMERGENCY SHELTER (TES) OF WHICH CIH AND TES OPERATE TWENTY-FOUR (24) HOURS, SEVEN (7) DAYS A WEEK FOR VICTIMS OR ALLEGED VICTIMS OF ABUSE.

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

The Guam State Office on Aging under the Department of Public Health and Social Services, Division of Senior Citizens (DPH&SS, DSC), is responsible for coordinating activities related to older persons on Guam as required under the Older Americans Act, and through Guam Public Law 14-139. A copy of the 2012-2015 Guam Four Year State Plan on Aging is available at the Guam Department of Public Health and Social Services URL website at dphss.guam.gov. In addition, and where this IFB stems from, the DPH&SS, DSC is also responsible for the protection and advocacy of elders and adults with a disability, as prescribed in Public Law 31-278. Further, where applicable, the DPH&SS, DSC also complies with provisions of the Americans with Disabilities Act Amendments Act (ADAAA).

Guam Public Law 31-278, established within the DPH&SS, DSC the Bureau of Adult Protective Services (BAPS). The BAPS is mandated to: receive and investigate all referrals of alleged abuse against an elderly or adult with a disability; develop a coordinated system of protective services to prevent further abuse and to provide or arrange for formal support intervention services to address the abusive situation; provide temporary emergency shelter care; provide a 24-hour Crisis Intervention Hotline, and provide education and outreach to heighten community awareness in our efforts to prevent and/or stop abuse, neglect, and exploitation of the elderly and adults with a disability.

This procurement is for Guma Serenidad, a protective services program for seniors age 60 and older, and adults with a disability ages 18-59, which will provide Case Investigations and Intervention as activated and necessary, with Crisis Intervention Hotline (CIH) and Temporary Emergency Shelter (TES) being available 24 hours a day, seven (7) days a week. The provision of Temporary Emergency Shelter (TES) is authorized up to 10 clients per service day and is to be provided to clients who are in immediate or imminent danger as a direct result of an adult protective issue. The Crisis Intervention Hotline (CIH) will be equipped with telecommunication devices for the deaf (TDD) to receive referrals of abuse and/or neglect and conduct intake services, client assessments, investigations, intervention, and aftercare services.

The target population to serve, as identified in Public Law 31-278, are seniors, age sixty (60) years of age and older, and adults, age eighteen (18) years and older and are victims or alleged victims of abuse and are in imminent danger of further abuse who:

1) Has a physical or mental impairment which substantially limits one (1) or more major life activities such as, but not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working; and

2) Has a history of, or has been classified as having an impairment which substantially limits one (1) or more major life activities.

The program services being acquired are 100% locally funded and is dependent on local Government of Guam funds being appropriated, allotted, allocated and certified. If funds for this program are not secured for any reason, the Government reserves the right to cancel this procurement consistent with Guam procurement law and regulations. This Invitation for Bid (IFB) and any contract issued under it shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, or policy changes in local or federal funding.

There shall be a special monthly extension period after the final renewal term on a month to month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final renewal period, provided that in no event may the parties agree to more than six (6) Monthly Extension Periods. The Monthly

Extension Periods may be agreed to by the parties only if the Government is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government. The term of contract and special Monthly Extension Period, are subject to the availability of funds from fiscal year to fiscal year and the Government's determination of its best interest. In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred by not amortized in price of supplies or services delivered under the contract.

ALL OR NONE AWARD.

SPECIFICATIONS: **BIDDING ON/REMARKS:**

1.0 ELEMENTS OF GUMA SERENIDAD

BACKGROUND: Guma Serenidad will provide Case Investigations and Intervention, Crisis Intervention Hotline (CIH) services and Temporary Emergency Shelter (TES), of which CIH and TES is provided 24 hours a day, seven (7) days a week, for our elderly and adults with a disability who are victims or alleged victims of abuse. During Fiscal Year (FY) 2012, FY 2013 and FY 2014, the program operated and administered program services in a rented residential facility. However, on October 27, 2015 to present, the program's services are administered in a newly constructed structure funded through the Community Development Block Grant (CDBG), which is now government owned. The 6,000 sq. feet single-story concrete structure consists of a Reception Area, Interviewing Room, Intake Office, Living Room, Public Restroom, Multi-Purpose Room, Laundry and Linen Room, Employee Locker Room, Employee Restroom, Kitchen, Dining Room, Charting Area, private and semi-private bedrooms, restrooms, electrical room, a courtyard and an exterior storage located in the courtyard. The government owned facility is air-conditioned and is equipped with smoke detectors and appropriate fire extinguishers. Additional features include a PA system, security monitor with cameras, water softener and a 3,000 gallon water holding tank, a covered drop off area, paved parking, aluminum windows, doors and typhoon shutters, automatic sliding gates and fencing of the entire area. There is a brick walking path and gardening area in the courtyard. The program utilizes one (1) leased seven (7) passenger van to transport clients to and from appointments, court hearings, and recreational outings.

For the reporting period of FY 2014 and FY 2015, the program is staffed with one (1) Program Manager, one (1) Social Worker, nine (9) Shelter Caregivers of which five (5) are females and four (4) are males, and one (1) part-time Registered Nurse.

CASE INVESTIGATIONS AND INTERVENTION. Case Investigations and Intervention were conducted by the program's Social Worker on alleged referrals of abuse against the elderly and adults with disabilities received through the CIH after regular government of Guam working hours, on weekends and locally recognized Government of Guam holidays. Up through the second quarter of FY 2015, there were 24 case investigations conducted and completed by the program's Social Worker. For the reporting period of FY 2014, there were 30 case investigations conducted and completed by the program's Social Worker. For the reporting period of FY 2013, there were 39 case investigations conducted and completed by the program's Social Worker. For the reporting period of FY 2012, there were 20 case investigations conducted and completed by the program's Social Worker.

CRISIS INTERVENTION HOTLINE (CIH). The Crisis Intervention Hotline (CIH) operates within Guma Serenidad and is manned by designated staff of the program to receive referrals for alleged abuse against the elderly and adults with disabilities twenty four (24) hours, seven (7) days a week. Up through the second quarter of FY 2015, there were 15 calls logged in the CIH logbook. For the reporting period of FY 2014 there were 49 calls logged in the CIH logbook. For the reporting period of FY 2013, 42 calls were logged in CIH logbook. For the reporting period of FY 2012, there were 27 calls logged in the CIH logbook.

TEMPORARY EMERGENCY SHELTER (TES). Up through the second quarter of FY 2015, there were no clients admitted for shelter services. For the period of FY 2014 there were five (5) clients admitted for shelter services, all elderly. For the period of FY 2013, there was fifteen (15) clients admitted for shelter services, of which, fourteen (14) were elderly and one (1) adult with a disability. For the reporting period of FY 2012, there were thirteen (13) clients admitted for shelter services, of which, twelve (12) were elderly and one (1) adult with a disability.

EXISTING PROGRAM INVENTORY: The following equipment is available for program use.

Equipment in New Condition:

1. One (1) electric range with four (4) burners.
2. One (1) Water Dispenser.
3. One (1) 12 ft. ladder.

Equipment in Fair Condition:

1. Three (3) twin size beds including the frame and mattress.
2. Three (3) manual crank hospital beds with mattress.
3. Thirty (30) eighty (80) inches by thirty-six (36) inches by six (6) inches vinyl mattress covers.
4. Six (6) five (5) drawer dresser.
5. One (1) entertainment center.
6. One (1) console table.
7. One (1) thirty-two (32) inches flat screen television.
8. One (1) counter high table with eight (8) chairs.
9. One (1) 20 lbs. rice dispenser.
10. One (1) kitchen refrigerator.
11. One (1) five (5)-speed hand mixer.
12. One (1) sixteen (16)-speed blender.
13. One (1) twelve (12)-cup coffee maker.
14. One (1) ten (10)-cup rice cooker.
15. One (1) sixteen (16)-piece baking set with measuring cups.
16. One (1) seven (7)-piece standard cooking set of pots.
17. One (1) kitchen utensil organizer which is in fair condition.
18. Three (3) sixteen (16)-piece dish set for a party of four (4).
19. One (1) seven (7)-piece dinette set.
20. One (1) ten (10) inches spatula.
21. Six (6) four (4)-piece heavy-duty tongs utility set.
22. Three (3) eating utensils service for a party of four (4).
23. One (1) can and bottle opener.
24. One (1) electric can opener.
25. One (1) ergonomic manual can opener.
26. One (1) cooking timer.
27. One (1) twenty-eight (28) yards roll vinyl table cloth.
28. One (1) dish rack drainer.
29. One (1) all-purpose utility cart.
30. Five (5) six (6)-pack hand towels.
31. Six (6) kitchen towels.
32. Two (2) kitchen set towel potholder.
33. Ten (10) alarm clocks.
34. One (1) dial weight scale.
35. Two (2) bath and shower chairs.
36. Five (5) seventy (70) inches by seventy-two (72) inches shower curtains.
37. Four (4) non-skid bath mats
38. Four (4) over bed tales
39. Twenty (20) small trash cans.
40. Three (3) thirty-two (32)-gallon trash cans with lid. Two (2) forty (40)-gallon storage containers.
41. Twelve (12) bed pans.
42. One (1) utility shelf storage.
43. Three (3) toilet bowl brushes.
44. One (1) ironing board.
45. One (1) electric steam and dry iron.
46. One (1) electric iron.
47. Three (3) laundry baskets.
48. Three (3) hampers with lid.
49. Two (2) office desks.
50. One (1) Microsoft Central Processing Unit and monitor.
51. One (1) Central Processing Unit 2.4 gigahertz.
52. One (1) Nikkon F55D-35 millimeter SLR camera.
53. One (1) Canon Image Class printer.
54. One (1) wet and dry vacuum.
55. Two (2) garden hoses.
56. Five (5) pairs of garden gloves.
57. Ten (10) polyethylene disposable gloves.
58. One (1) yard rake.
59. Two (2) buckets.
60. Two (2) brooms.
61. One (1) round point shovel.
62. One (1) gas barbecue station with wheels.
63. One (1) electronic battleship game.
64. One (1) wooden checker set.
65. Two (2) red rubber stress balls.
66. Two (2) three (3) compartment plastic plates.
67. Two (2) plastic eight (8) ounces no-spill cups.
68. One (1) transparent mug with spout.
69. Two (2) arthritis mugs.
70. Two (2) comfort grip right handed fork.
71. Two (2) comfort grip left handed fork.
72. Two (2) weighted fork.
73. One (1) weighted soup spoon.
74. One (1) weighted tea spoon.
75. One (1) weighted knife.
76. Two (2) right handed spoons.
77. Two (2) right handed spoons.
78. Two (2) swivel-type spoons.
79. One swivel-type knife.
80. One (1) relaxation mask.
81. One (1) foldable exercise mat.

Equipment in Fair to Poor Condition:

1. One (1) nine (9)-piece living room set.

THE SPECIFIC CORE COMPONENTS OF GUMA SERENIDAD, A PROTECTIVE SERVICES PROGRAM ARE AS FOLLOWS:

SPECIFICATIONS:	**BIDDING ON/ COMPLY/REMARKS**
1.1 GUMA SERENIDAD. This procurement is for a protective services program. The Bidder is responsible for conducting Case Investigations and Interventions, managing the Crisis Intervention Hotline (CIH) and the provision of Temporary Emergency Shelter (TES) for victims of abuse who are in immediate or imminent danger. The Bidder shall comply with all local laws governing health and safety standards and meets all requirements of the Americans with Disabilities Act Amendments Act (ADAAA), Uniform Fire Code (P. L. 22-82), Clean Indoor Air Act of 1992 (P. L. 21-129), and the Environmental Health and Sanitation Permit Requirements for Institutional Facilities of Title 10 Guam Code Annotated (GCA), Part 1, Chapter 21, 25.	_____
a. The Bidder shall provide shelter care services twenty-four (24) hours a day, seven (7) days a week.	_____
b. The Bidder shall comply that a maximum of ten (10) clients be housed in Guma Serenidad facility at any given time of the day.	_____
c. The Bidder shall ensure temporary protective shelter services does not exceed forty-five (45) calendar days from the date of admission is provided unless documentation justifying an extension not to exceed an additional forty-five (45) days, for a total of ninety (90) days from the date of admission is warranted.	_____
d. The Bidder shall not discharge a client for the sole purpose of re-admitting the same client due to the limited number of days a client is provided protective shelter care.	_____
e. The Bidder shall administer this program at the government owned facility designated by the DPHSS, DSC. The location of the designated facility will be revealed to the Bidder upon successful award of this program.	_____
f. The Bidder shall ensure the following is provided or maintained:	
1) Chilled distilled drinking water throughout the day;	_____
2) Clean, and sanitized restroom and shower/bathing facilities for male and female clients supplied at all times with soap, toilet tissue and paper hand towels;	_____
3) Clean, and sanitized restroom and basin for program staff use;	_____
4) Air- conditioned rooms throughout the facility with room temperature maintained at a comfortable range between 75-83° F, per American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 55;	_____
5) Regularly scheduled interior and exterior maintenance and housekeeping activities;	_____
6) Proper means for the daily disposal of refuse;	_____
7) Adequate furnishings for clients to use for recreational, dining and sleeping activities;	_____
8) A full equipped and current standard First Aid Kit located in an accessible area;	_____

9) Fire Extinguishers (Type ABC) shall be located at one (1) entrance of the facility, and at the entrance of all kitchen areas and near all indoor areas where combustible materials are stored. Fire Extinguishers shall be inspected monthly by a Safety Officer or a designee of the organization and shall be kept fully charged at all times. Fire extinguisher tags shall be replaced annually upon servicing of the extinguisher by a certified person/company or upon and damage to the unit or tag. _____

10) Storage areas containing combustible materials shall be properly secured. Hazardous chemicals, such as rodent poisons, and flammables shall be stored separately from food items. Storage of combustible materials shall be limited to articles essential to the operation of the program; and _____

11) A back-up generator and provisions for an emergency supply of water in case of a typhoon or other natural disaster. _____

1.2 CRISIS INTERVENTION HOTLINE (CIH). The Bidder shall provide 24 hours, seven (7) days a week, Crisis Intervention Hotline (CIH) services with telecommunication devices for the deaf (TDD) at the facility. _____

a. The Bidder shall use the APS Referral form when receiving referrals of suspected abuse against senior citizens and adult individuals who have a disability; 24-hours a day, seven (7) days a week. The Bidder shall ensure no referral is turned away that requires investigation or intervention services on behalf of the target population. _____

b. The Bidder shall ensure a telephone logbook is maintained recording all referrals received. The information entered into the logbook shall include date and time of call, name of caller (allowing for anonymous callers), APS Case Number, and a disposition section to document the referring of callers to other appropriate person or agency with staff affixing their initials to identify themselves as the staff receiving the call. _____

c. The Bidder shall ensure referrals received between the hours of 8:00 a.m. through 4:30 p.m. are forwarded to the DPHSS, DSC, Bureau of Adult Protective Services (BAPS) for case investigation, Monday through Friday, except on recognized Government of Guam holidays and weekends. Referrals received after 4:30 p.m. as specified above and beyond Government of Guam hours will be managed by the Guma Serenidad staff. _____

d. The Bidder shall ensure referrals received after 4:30 p.m. on Monday through Friday and on recognized Government of Guam holidays and weekends that are *"crisis"* in nature, are responded to immediately, regardless of the time the referral is received. The Bidder shall coordinate their response with the DPHSS, DSC, BAPS Social Services Supervisor or worker in charge to ensure a proper case response is executed. _____

e. The Bidder shall ensure client confidentiality is maintained at all times. Guma Serenidad program staff shall only discuss client referrals or cases with the authorized individuals or DPHSS, DSC, BAPS staff. _____

f. The Bidder shall provide a copy of all referrals to the DPH&SS, DSC, BAPS by 10:00 a.m. the following work day. The program's Social Worker shall contact DPH&SS, DSC, BAPS to obtain case numbers for all APS referrals received and managed by the program. _____

1.3 CASE INVESTIGATIONS AND INTERVENTION SERVICES. The Bidder shall ensure that the Social Worker assigned a referral conduct an investigation with the victim and alleged abuser to determine the nature, extent and cause or causes of the abuse, the identity of the person or persons responsible for the abuse and all other pertinent facts. _____

a. The Bidder shall ensure the Social Worker conducts case investigation and assessment immediately or within twenty-four (24) hours, as appropriate, if there is reasonable cause to believe the individual's health or safety is in imminent danger from further abuse and within seven (7) days for all other reported cases. If the assessment results in a determination that the individual has suffered serious abuse, such determination shall be reported in a written declaration to the DPH&SS, DSC, BAPS, who will forward the declaration within forty-eight (48) hours of receipt to the Office of the Attorney General. _____

b. The Bidder shall ensure, when appropriate to request a law enforcement officer to accompany and assist in investigations; or in cases of sexual abuse, coordinate and consult with the Guam Behavioral Health and Wellness Center, Healing Hearts Crisis Center, Sexual Assault Response Team. _____

c. The Bidder shall ensure a written investigative report of the interview with the victim is conducted and initial case plan completed within seven (7) calendar days of receipt of referral. _____

d. The Bidder shall ensure the interview with the alleged abuser is conducted and a written report completed within fourteen (14) calendar days of the referral. _____

e. The Bidder shall ensure the case investigation, intervention and evaluation be completed within thirty (30) days of receipt of the referral. And, within sixty (60) days of receipt of the referral, a determination shall be made whether the report of abuse is substantiated, unsubstantiated or inconclusive. _____

f. The Bidder shall provide the 7, 14, 30, and 60 day reports within three (3) days after completing each report respectively to the DPH&SS, DSC, BAPS. _____

g. The Bidder shall ensure reports on cases terminated from the program be submitted to the DPH&SS, DSC, BAPS within forty-eight (48) hours of termination. _____

h. The Bidder shall ensure inappropriate referrals are maintained as part of the program files. _____

i. The Bidder shall in coordination with the DPHSS, DSC, BAPS ensure the Guma Serenidad Social Worker be activated to assist in responding to "crisis" referrals. _____

2.0 ELEMENTS OF ADMISSION AND CUSTODIAL CARE OF CLIENTS

2.1 The Bidder shall ensure that upon a client's admission into the facility, the Social Worker shall work collaboratively with other existing caseworkers on the client's case and supportive services.

a. The Bidder shall ensure clients admitted into the facility have an Individualized Care Plan (ICP) in place:

1) The Social Worker shall develop, implement, review and, when necessary, make appropriate adjustments to the client's ICP. The ICP shall be comprehensive and structured in such a way that will provide a variety of health, social, and related support services (i.e., cultural, educational and community) in a protective setting.
2) The program staff shall ensure adherence to the ICP.
3) Daily activities performed by each client shall be logged in each client's case file.
4) The Social Worker shall refer clients to needed services i.e., case management, legal assistance and transportation. All referred services shall be documented in the client's case file to include follow-up inquiries to ensure services are provided.
5) With the consent of the client or the client's legal representative, and when appropriate, the Social Worker shall work with the client's family or legal representative and the client's caseworker from another service entity to discuss, coordinate and implement the ICP.
6) Program staff shall, at a minimum, transport clients admitted at the facility to their various appointments ranging from court hearings, medical appointments, and/or social and recreational outings.
7) The transporting of clients should be provided through the use of the leased vehicle unless other modes of transportation is supported and approved by the program's Social Worker or Program Manager. Other modes of transportation may include but is not limited to public transportation or family providing transportation.
8) The transporting of clients is based on the individual needs of each client which will be coordinated by program staff.

b. The Bidder shall ensure compliance with **Medications and Medical Care** as prescribed by the client's attending physician.

1) Upon admission and where symptoms of communicable disease are evident, the client shall be isolated pending medical clearance. The Program Manager shall ensure medical care is provided for the client.

2) Program staff shall strictly adhere to the **Individualized Care Plan (ICP)** and **Guma Serenidad Program Client Medical Form**.

3) Medications shall be stored in a safe and secured area, temperature controlled as needed, and shall be accessible only by staff responsible for either the administration of medications to clients or the supervision of clients able to self-medicate.

4) All prescription medications administered shall be under a doctor's order, and administered by a doctor, licensed registered nurse, trained family member or may be taken by the clients themselves. Unless licensed to do so, program staff shall not administer medication prescribed to a client.

5) With written consent from the client or the client's legal representative, program staff is allowed to pick up medications on behalf of the client, which shall be documented in the client's ICP. Program staff shall document in the client's ICP when a client refuses to take his/her prescribed medication(s).

6) Program staff shall immediately notify the Program Manager and registered nurse of any changes in the client's medical condition. When a client becomes ill while at the facility, the responsible person, next of kin and the physician of the client shall be immediately notified.

7) Standard First Aid supplies shall be kept on hand at the facility at all times.

c. The Bidder shall ensure program staff provide supervised and personal care services for the protection of the clients. The program staff shall provide assistance with personal care needs, and encourage clients to participate in activities and to develop self-help skills. _____

d. The Bidder shall ensure female and male clients are assigned separate sleeping areas with no more than two (2) occupants to a room, at any given time. _____

e. The Bidder shall ensure clients in the facility requiring assistance with their personal hygiene receive care from same-gender program staff, as practicable. _____

f. The Bidder shall ensure each client is provided with fresh bed linens when soiled, and as a minimum, bed linen shall be changed on a daily basis. Each bed shall be adequately protected from soiling. Unless medically advised not to, clients are to bathe immediately when they soil themselves. The Bidder shall provide for regular rest periods for clients in the morning and in the afternoon. One bed for every person shall be made available for resting and sleeping purposes. _____

g. The Bidder shall provide in coordination with the client's ICP, culturally relevant, breakfast, lunch, dinner, mid-morning and mid-afternoon snacks, as practicable. _____

h. The Bidder shall ensure nutritious meals are provided in line with each client's medical requirements or religious practices. _____

i. **Activities.** The Bidder shall make available therapeutic, social, educational and recreational activities to stimulate clients' physical and mental well-being that are planned and scheduled so all clients can participate in activities best suited for their individual capabilities and talents. Clients shall be encouraged to participate in activities and to develop their self-help skills. _____

j. In the event of an impending storm, typhoon, or other natural or man-made disaster and upon declaration of Condition of Readiness (COR) 2 for Guam, the Bidder shall admit under the approval and authority of the DPHSSS, DSC, BAPS, an individual or individuals identified to be in need of temporary 24-hour emergency shelter. This provision only applies to individual(s) identified by the BAPS to be a ward of the Office of the Public Guardian (OPG). Upon declaration of COR 4 or return to normalcy, the BAPS in collaboration with the OPG will coordinate for the transition of the individual(s) back to their residence. _____

3.0 CLIENTS' RIGHTS AND RESPONSIBILITIES

3.1 The Bidder shall submit as part of this IFB, proposed written procedures covering Clients' Rights and Responsibilities that include: _____

a. Compliance and Non-Compliance of policies, rules and regulations governing the provision of shelter services that respect and promote the interests, rights and values of all clients. _____

b. Complaint and Appeal procedures for clients who are dissatisfied with or denied shelter services. _____

4.0 CLIENT REGISTRATION AND MAINTENANCE

4.1 REGISTERED CLIENT. For the purpose of the program, a client who receives a Unit of Service within the reporting Fiscal Year (October 1 through September 30) is counted as a registered client. The Bidder shall be responsible for tracking Units of Service provided to clients within the reporting fiscal year. _____

4.2 The Bidder shall use the DPH&SS, DSC Intake, Profile and Referral (IPR) Form (Attachment "N") which will be used to refer Guma Serenidad clients for Title III Aging Services. In addition, the DPH&SS, DSC IPR Record Change and Service Form (Attachment "O") shall be used to update or change a Guma Serenidad client's IPR. _____

4.3 The Bidder shall ensure that copies of all initial and Record Change and Service IPR forms for Guma Serenidad clients age 60 and older are forwarded to the DPH&SS, DSC's Service Provider for Case Management Services Program (CMSP) within two (2) days of receipt of IPR referral or update, unless the case requires immediate attention, which shall be referred to CMSP on the same day. _____

4.4 PROGRAM DATABASE. The Bidder shall be required to comply with the efforts of putting forth a unified automated information system, Aging and Disability Resource Center that supports and promotes a coordinated and comprehensive system of care. All Title III service providers and vendors shall be collaborators and partners of the ADRC effort. The Bidder shall ensure their staff attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this effort which will assist the Bidder in complying with the reporting requirements of this program. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DSC and/or the software company contracted to maintain the system at no cost to the Bidder, with the exception of staff time to attend the orientation, training and technical assistance activities in support of the Program Database. _____

4.5 PROGRAM DATABASE INFORMATION SYSTEM. The software and hardware of the Program Database is currently funded by DPHSS, DSC. The Bidder shall be granted access upon being awarded this program and will enter data. _____

4.6 MULTI-DISCIPLINARY TEAM MEETINGS (MDTM). When necessary, the Guma Serenidad Program Manager and/or Social Worker shall convene a meeting of key stakeholders and providers to participate in *the Multi-Disciplinary Team Meeting (MDTM)* to address complex issues affecting their clients under the current care of this program. Notice shall be given to the DPH&SS, DSC, BAPS prior to the meeting with minutes submitted within three (3) working days after the meeting. _____

e) Maintain complete and accurate records and statistical reports. Prepare reports in compliance with this program's reporting requirements or as required through direction from the DPH&SS, DSC;
f) Demonstrate a continuous effort to seek alternative funding opportunities and grants, or similar resources responsive to the needs of the target population to be served;
g) Review, implement and, when necessary, make appropriate adjustments to client's ICP;
h) Collaborate with Title III Aging Network providers and programs and other service entities, as appropriate, and ensure referrals are initiated with the appropriate service providers for clients requiring additional services, including follow-up inquiries to ensure services are provided; and
i) Ensure client files and required investigative reports are current and complete, in accordance with this IFB;

b. **One (1) full-time Social Worker.** The Social Worker shall be responsible for conducting client intake, case investigation and intervention, and crisis intervention hotline services, and completing investigative reports.

1) **Qualifications**:
a) Possess a Bachelor's degree in social work, human services, behavioral sciences or gerontology from a recognized college or university; and
b) Two (2) years of experience in social work or protective services affecting the elderly and adult individuals who have a disability; and
c) Any equivalent combination of experience and training beyond the Bachelor's degree, which provides the minimum knowledge, abilities and skills.

2) **Responsibilities:**
a) Ensure client files and required investigative reports are current and complete, in accordance with this IFB;

b) Respond immediately to cases/referrals which may be in "crisis" (emergency);

c) Maintain complete and accurate records and statistical reports. Prepare reports in compliance with this program's reporting requirements or as required through direction from the DPH&SS, DSC;

d) Develop, implement, review and, when necessary, make appropriate adjustments to client's ICP;

e) Collaborate with Title III Aging Network providers and programs and other service entities, as appropriate, and ensure referrals are initiated with the appropriate service providers for clients requiring additional services, including follow-up inquiries to ensure services are provided;

c. **One (1) part-time Registered Nurse.** The part-time Registered Nurse shall be responsible for providing nursing care to clients whose conditions and treatment are normally uncomplicated, following established procedures, standing orders, doctor's instructions, and shall supervise and document the taking of medication by clients admitted at the shelter.

7.0 ELEMENTS OF PROGRAM STAFFING QUALIFICATIONS AND RESPONSIBILITIES

7.1 The Bidder shall ensure program staff are qualified to execute their respective duties and responsibilities. Upon awarding of the program, the Bidder shall provide DPH&SS, DSC with written Position Descriptions for each position involved in the direct delivery of services for this program. _____

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

7.3 The Bidder shall not employ any individual for the program if he/she has been convicted of a felony or a drug or alcohol offense. _____

7.4 The Bidder shall ensure staff positions identified in this IFB, meet the qualifications, abilities, and responsibilities, as follows: _____

a. **One (1) full-time Social Worker who shall be designated as the Program Manager.** The Program Manager shall be responsible for ensuring the daily operations are performed in accordance with the program specifications and shall possess the following:

1) **Qualifications**:
   a) Possess a Bachelor's degree in social work, human services, behavioral sciences or gerontology from a recognized college or university; and
   b) Five (5) years of social work experience or case management services, preferably in protective services affecting the elderly and adult individuals who have a disability; and
   c) Three (3) years of administrative and supervisory experience in program management, specifically in residential community based setting; or
   d) Any equivalent combination of experience and training beyond the Bachelor's degree, which provides the minimum knowledge, abilities and skills. _____

2) **Responsibilities:**
   a) Demonstrate a continuous effort to refine and improve operations, work processes, activities, and quality of service responsive to the needs of the target population to be served;
   b) Develop and implement activities and services responsive to the needs of the target population to be served and in accordance with the clients' ICP;
   c) Supervise and evaluate program staff, volunteers and student interns;
   d) Ensure program staff, volunteers and student interns possess the necessary training and certifications and make recommendations to the DPH&SS, DSC for training to enhance program personnel development;

6.0 ELEMENTS OF GUMA SERENIDAD PROGRAM OPERATIONS

6.1 OPERATIONS. The Bidder shall provide the personnel, equipment and supplies, and conduct preventive maintenance of the facility and vehicle(s), to ensure delivery of program services. The program's personnel, facility and equipment is to be used for this program, unless otherwise approved by the DPH&SS, DSC. _____

a. The Bidder shall ensure the facility remains in compliance with the Americans with Disabilities Act Amendments Act (ADAAA) standards. _____

b. The Bidder shall ensure there is no smoking within the facility and within 20 feet from any entrance or exit of the facility. _____

c. The Bidder shall ensure the vehicles used for the program are kept clean, equipped with safety hazard warning devices (roadside reflectors), a fully functional First Aid Kit, a fully charged BC or ABC fire extinguisher. _____

d. The Bidder shall ensure the vehicles used in the program have operational restraints for its passengers, as applicable. _____

e. The Bidder shall ensure there is no smoking in vehicles used in the program whether or not there are clients being transported in the vehicles. _____

f. The Bidder shall ensure compliance relative to the restrictions on the Use of Mobile Phones While Driving as prescribed in P.L. 31-194. _____

6.2 CLIENT FILES. The Bidder shall maintain and update individual client files as follows: _____

a. Referral Form

b. Investigative Report
   1) Cover page
   2) Immediate Intervention Plan
   3) 7-Day Report (Investigative Chronology – Victim)
   4) 14-Day Report (Investigative Chronology – Alleged Abuser)
   5) Initial Service Plan
   6) Service Plan Update
   7) 30-Day Report
   8) 60-Day Report
   9) Case Determination
   10) Transfer/Termination Summary
   11) Investigative Chronology Updates
   12) Client Progress Updates _____

c. Contact Summary _____

d. Chronological Entry _____

e. Client Consent for Release of Information _____

f. Consent to Conduct Investigation _____

g. Individualized Care Plan _____

h. Refusal for Services _____

i. Client Medical Report _____

j. Risk Assessment of Client _____

k. Copy of any applicable court documents _____

l. Other pertinent documents as deemed necessary and relevant to the case _____

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

5.0 PRIORITIZATION OF SERVICES

5.1 The Bidder shall prioritize services in the event there is a need to do so such as when the demand for services outweighs the available resources. The Bidder shall use the following scale to prioritize the provision of services to those in greatest socio-economic need, as necessary and as directed by the DPH&SS, DSC. The scale is based on three (3) focal areas, Guma Serenidad client's Mobility; Support System; and Housing Condition. The Prioritization of Services Table is based on a point system with nine (9) being the highest possible points garnered. The clients who garner the highest points in descending order will establish the priority list of clients in greatest socio-economic need, thus will be the first to receive program services.

Prioritization of Services Table:

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

5.2 Based on the need to activate this provision, the number of clients to be served will be determined by the existing conditions at the time of implementation. In the event the number of available slots is not sufficient to provide services to the number of clients determined to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as the determining factor for services. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the DPH&SS, DSC.

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

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

1) **Qualifications**:
   a) Associate's degree in Nursing from a recognized college or university;
   b) Two (2) years of professional nursing work experience; and
   c) Possess a current license to practice professional nursing on Guam.

2) **Responsibilities**:
   a) Provide training and instructions to program staff regarding the use of special equipment such as wheelchairs, walkers, braces, crutches, etc;
   b) Responsible for the overall health care and special needs of clients in coordination with their ICP; Regularly monitors and documents changes in their condition(s); advises Program Manager and Social Worker of these changes and makes recommendations for adjustments to their ICP or the need to initiate referrals for additional services. All activities of the nurse regarding clients' Individualized Care Plans shall be documented and forwarded to the Program Manager and Social Worker for review and disposition;
   c) Provide health care advisement/counseling for clients and make recommendations for counseling;
   d) Ensure that clients' Health Records are complete and current; maintain documentation of any health-related concerns; and
   e) Ensure health care equipment and supplies are available and operational.

d. **Nine (9) full-time Shelter Caregivers.** The Shelter Caregiver(s) shall be responsible for the day to day supervision of clients admitted into the Shelter.

1) **Qualifications**:
   a) High School Diploma or have attained a certificate of General Educational Development (GED);
   b) One (1) year experience working with elderly and/or adults with a disability; and
   c) Documentation of training in care giving or course(s) in nursing aide, non-violent crisis intervention, cultural sensitivity or related subjects.

2) **Responsibilities**:
   a) Provide or assist clients with personal care services;
   b) Ensure safety and comfort of clients;
   c) Shall, during any activity in which they have physical contact with the elderly, apply proper techniques learned during the Homemaker/Health Aide Certification Workshop;
   d) Shall not administer any medications prescribed to the client unless licensed to do so;
   e) Shall observe proper methods and techniques of food handling and sanitation;
   f) Receive referrals of alleged abuse and neglect against elderly and adults with disabilities;
   g) Provide transportation to clients, as needed;
   h) Prepare reports concerning observations and behavior of clients, including complaints, accidents and/or incident reports; and
   i) Immediately notify the Program Manager or Nurse of any accidents or incidents involving clients;
   j) Report all concerns or complaints received from clients to the Program Manager or Social Worker; and
   k) Follow instructions given by the nurse or therapist in the use of assistive devices or special equipment, such as wheelchairs, walkers, braces, crutches, etc.

7.5 The Bidder shall ensure the following requirements are met by all program staff prior to providing service to clients and remains current, not expired or outdated, while employed with this program:

a. Current Tuberculosis (TB) Clearance or medical clearance shall be dated no earlier than 30 days prior to employment;
b. Original Police, Court, and Traffic Clearances updated every three (3) years. Original Police, Court, and Traffic Clearances for new staff shall be dated no earlier than ninety (90) days prior to employment;
c. Health Certificate issued by the Division of Environmental Health, DPH&SS.

_____

7.6 The Bidder shall have documentation of program staff having completed the required orientation and/or certification prior to providing service to clients and throughout their employment with the program. The requirements that follow shall always be kept current by all program staff:

a. Cardiopulmonary Resuscitation (CPR) and First Aid Certification;
b. Fire Extinguisher and Basic Fire Awareness training;
c. Caregiver Certification or Re-Certification training;
d. Current Homemaker/Health Aide program certification or re-certification;
e. Attendance at Annual Orientation to Title III Aging Programs, Bureau of Adult Protective Services and Aging and Disability Resource Center (ADRC) Program presented by DPH&SS, DSC personnel shall be met within the first month of each fiscal year, and new program personnel within 30 days of employment.

_____

8.0 ADMINISTRATIVE REQUIREMENTS:

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

_____

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

_____

8.3 PROFESSIONALISM. The Bidder shall ensure program staff conduct themselves in a professional manner and maintain professional appearance while on duty.

_____

8.4 STAFF MEETINGS. The Bidder shall conduct no less than quarterly staff meetings to keep staff informed of changes in the program, and shall be open to the Government. Written notice of the meeting date, time, place, and agenda shall be provided to the DPH&SS, DSC, BAPS at least five (5) working days prior to the commencement of the meeting. Copies of the minutes shall be provided to the DPH&SS, DSC, BAPS at least five (5) working days prior to the next meeting, unless specifically requested earlier.

_____

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

_____

8.6 STAFF FILES. The Bidder shall maintain and update individual personnel files for every employee of the program. Their personnel file will include the employee's application for employment; position description; current Tuberculosis (TB) clearance which is renewed annually; original or certified copy of Police, Court, and Traffic Clearances which for new staff shall be dated no earlier than 90 days prior to employment and original or certified copy of Police, Court, and Traffic Clearances of current staff shall be updated by the staff every three years or as changes occur in either of the three documents; a copy of current Health Certificate (Institution), as applicable; a High School Diploma or General Educational Development (GED) certificate; certification for specialized field of study; documentation of continuing education, certifications, training and workshops; acknowledgment of receipt of the Bureau of Adult Protective Services Mandate – Public Law 31-278, Bidder's Drug/Smoke-Free Workplace Policy, Bidder's Equal Employment Opportunity Policy, Bidder's Standard Operating Procedures that includes an Emergency Management Plan, and Procurement Policies and Procedures; Annual Work Plan and Job Performance Evaluation; Bidder's personnel policies; and Reports of accidents and/or incidents involving program personnel affecting the care of client's or operation of the program and actions taken towards resolution; In addition, the Bidder shall provide a certified attestation for each employee of the program of having no convictions under U.S. District Courts which shall be updated every three years. _____

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

8.8 The Bidder shall promptly investigate complaints, problems and concerns regarding any program staff's conduct and shall provide a written report to the DPH&SS, DSC, BAPS within three (3) days from the date of the complaint. _____

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

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

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

8.12 INSPECTION REPORTS. A copy of all inspection reports from agencies shall be provided to the DPH&SS, DSC, BAPS, no later than 10:00 a.m. the next working day of the inspection. _____

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

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

a. fire/earthquake, to include a drill in which all staff members shall participate, with an evacuation plan visibly posted;
b. medical emergency, to include food poisoning situations;
c. physical threat, to include bodily harm situations;
d. severe weather or a natural disaster; and
e. power/water outages, etc. _____

8.15 The Bidder shall ensure the Emergency Management Plan include contingency plans to address manmade and natural disasters. The Bidder must have adequate storage and power back-up facilities, i.e. standby generator to ensure continuation of program services. _____

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

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

a. Program Report (Transmittal) Form (See Sample Form Attachment "A")
b. Invoice Form (See Sample Form Attachment "B")
c. Accounts Receivable Activity Report Form (See Sample Form Attachment "C")
d. Expenditure Report Form (See Sample Form Attachment "D")
e. Expenditure Report Personnel Costs (See Sample Form Attachment "E")
f. Program Income Report Form (See Sample Form Attachment "F")
g. Program Income Expenditure Report Form (See Sample Form Attachment "G")
h. Monthly Statistical Report Form (See Sample Form Attachment "H")
i. Non Expendable Inventory Under $5,000 Form (See Sample Form Attachment "I")
j. Non Expendable Inventory Over $5,000 Form (See Sample Form Attachment "J")
k. Monthly Program Summary Form (See Sample Form Attachment "K")
l. Yearly Report (Transmittal) Form (See Sample Form Attachment "L")
m. Yearly Report Form (See Sample Form Attachment "M")
n. Release of Claims Statement Form (See Sample Form Attachment "N")
o. Intake Profile and Referral Form (See Sample Form Attachment "O")
p. Intake, Profile and Referral Record Change and Service Update Form (See Sample Form Attachment "P")

8.18 MONTHLY PROGRAM REPORT. The Bidder shall meet with DPH&SS, DSC staff within the first week of being notified of being awarded the program to be orientated on the forms to be completed to comply with the required program reporting requirements. The Bidder shall ensure all monthly fiscal program reporting requirements be prepared utilizing the Microsoft Office Excel software. Any other application shall be approved by the DPH&SS, DSC prior to its use. _____

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

b. The September Reports or for the month being reported on in which the contract expires and is either being renewed or awarded to the same Bidder shall also include Release of Claims Statement; Non-Expendable Property Inventory

c. Listing shall be certified by its Certifying Officer; listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Bidder shall include traffic citations and violations.

8.19 **Adult Protective Services Investigation Reports**. The Bidder shall ensure all required and applicable Adult Protective Services Investigation Reports are completed and submitted to the DPH&SS, DSC. The forms are named as follows (Refer to Attached Sample Forms):

a. Adult Protective Services Referral Form (See Sample Form Attachment "AA")
b. Investigation Report Form, Section I – III (See Sample Form Attachment "BB")

c. 7 Day Report Form, Section IV (See Sample Form Attachment "CC")
d. Initial Service Plan Form, Section V (See Sample Form Attachment "DD")
e. Service Plan Updates Form, Section V (See Sample Form Attachment "EE")

f. 14 Day Report From, Section VI (See Sample Form Attachment "FF")
g. 30 Day Report Form, Section VII (See Sample Form Attachment "GG")
h. 60 Day Report Form, Section VIII (See Sample Form Attachment "HH")

i. Case Determination Form , Section IX (See Sample Form Attachment "II")
j. Contacts Summary Form (See Sample Form Attachment "JJ")
k. Chronological Entry Form (See Sample Form Attachment "KK")

l. Investigation Chronology Update Form (See Sample Form Attachment "LL")
m. Central Registry Case Profile Form (See Sample Form Attachment "MM)
n. Consent to Conduct Investigation Form (See Sample Form Attachment "NN")

o. Client Consent for Release of Information Form (See Sample Form Attachment "OO")
p. Agreement for Shelter Services Form (See Sample Form Attachment "PP")
q. Client Medical Report Form (See Sample Form Attachment "QQ")

r. Risk Factor Assessment Form (See Sample Form Attachment "RR")
s. Procedures for Reporting Abuse of the Elderly or Adults with a Disability (See Sample Form Attachment "SS")

9.0 PROGRAM MONIES

9.1 SERVICE CONTRIBUTIONS. The Bidder shall provide each client with an opportunity to voluntarily contribute to the cost of the program, a service contribution. The Bidder shall clearly inform each client that there is no obligation to contribute and that the contribution is purely voluntary. The Bidder shall protect the privacy and confidentiality of each client with respect to the client's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No client shall be denied a service because the client will not or cannot contribute to the cost of the service. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC. _____

9.2 PROGRAM INCOME. The Bidder shall safeguard Program Income generated in support of the program, accounting for all funds generated through this program. The Bidder shall establish as part of their Standard Operating Procedures written procedures that safeguard and account for all contributions, donations and fundraising activities in support of the program. All income received and spent shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC. _____

9.3 GRANT OPPORTUNITIES. The Bidder is encouraged to apply for grants (Federal, local and foundation based, etc.) to enhance the program. Notice of application for grants and awards thereof, shall be reported to the DPHS&SS, DSC in the Monthly Program Report. _____

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

9.5 In the event unexpended Funds is not forwarded, the Bidder's final invoice shall be reduced by DPH&SS, DSC as an offset in an amount equal to the Funds not paid to the DPH&SS, DSC or to the new Bidder, as notified and directed by DPH&SS, DSC. _____

9.6 ACQUISITION OF NON-EXPENDABLE PROPERTY. The Bidder shall ensure all equipment and other non-expendable property acquired through the Agreement shall be the property of the DPH&SS, DSC. _____

9.7 REPORTING OF NON-EXPENDABLE PROPERTY UNDER $5,000.00 IN VALUE. The Bidder shall maintain a Non-Expendable Property Inventory Listing that shall be submitted yearly to the DPH&SS, DSC. The Non-Expendable Property Listing shall include all property under Five Thousand Dollars ($5,000.00) transferred from DPH&SS, DSC or acquired as a result of providing services under this program. All newly acquired property during the current contract period shall be added to the listing. _____

9.8 REPORTING OF NON-EXPENDABLE PROPERTY $5,000.00 OR GREATER IN VALUE. The Bidder shall maintain a Non-Expendable Property Inventory Listing that shall be submitted yearly to the DPH&SS, DSC. The Non-Expendable Property Inventory Listing shall include all property Five Thousand Dollars ($5,000.00) or greater in value transferred from DPH&SS, DSC or acquired as a result of providing services under this program. All newly acquired property during the current contract period shall be added to the listing. _____

9.9 INVENTORY. The Bidder shall maintain a current inventory of the assets of the program, adequately safeguarding such property and ensuring it is used solely for authorized purposes. Any personal use of the property by the Bidder or his/her staff is not permitted. _____

9.10 The Bidder shall ensure equipment within this program be kept in good condition and be properly secured when not utilized. Equipment not being used shall be surveyed back to the DPH&SS, DSC for disposition. _____

9.11 The Bidder shall ensure broken, yet still usable equipment is assessed for repairs and be repaired as financially practicable. Any equipment deemed irreparable shall be documented on the inventory, listing the date and method of disposal. _____

10.0 INSURANCE COVERAGE

10.1 INSURANCE. The Bidder agrees to procure and maintain in effect Workers Compensation and General Liability insurance coverage for the overall operations of the program. The Bidder shall provide certificates of such insurance to DPH&SS, DSC when required and shall immediately report in writing to the DPH&SS, DSC any insurance claims filed.

a. **Workers Compensation Insurance** in the form and amount required by the law of the Government of Guam.

b. **General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than $1,000,000.00 per occurrence and/or combined single-limit bodily injury and property damage. The Bidder shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than $1,000,000.00 for bodily injuries or death per occurrence, and not less than $300,000.00 for damages to property. _____

11.0 PROGRAM PENALTIES

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

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

11.3 ANNUAL AUDIT. The Bidder will be assessed a penalty of Five Hundred Dollars ($500.00) for each month the annual audit is submitted late to DPH&SS, DSC. The payment of the penalty shall not be derived from Program Monies which is comprised of voluntary contributions or progam income. The payment shall be made payable to the DPH&SS, DSC and shall be the responsibility of the Bidder. _____

The penalty may be waived, as authorized by the DPH&SS, DSC, provided the Bidder can demonstrate in good faith having executed an agreement with an independent Certified Public Accountant firm to conduct the audit within thirty (30) calendar days upon official notification of award of this IFB. If none exist, the Five Hundred Dollars ($500.00) penalty will be applied for each month the annual audit is submitted late. _____

12.0 COMPENSATION FOR SERVICES

12.1 The program services being acquired for this procurement activity is dependent on local Government of Guam funds being allotted, allocated and certified. If funds for this program are not secured for any reason, the government reserves the right to cancel this procurement consistent with Guam procurement law and regulations. _____

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

12.3 Under no circumstances shall the cost per month exceed the agreed upon cost per month in this Agreement. _____

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

12.5 The Bidder will be compensated upon the clearance of monthly invoices by DPH&SS, DSC. In any reporting month and the Bidder is given three (3) working days to resolve a discrepancy and the discrepancy has not been resolved in the statistical, narrative or financial reports submitted by the Bidder, ten percent (10%) of the invoice amount after applying any penalties and/or disallowed costs will be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC. Upon being notified by DPH&SS, DSC that the discrepancy has been resolved, the Bidder shall submit an invoice for the remaining ten percent (10%) to be processed accordingly. _____

12.6 Non-payment by the Government shall not be considered as grounds for suspension of services by the Bidder. _____

13.0 SPECIAL TERMS AND CONDITIONS:

13.1 AGING AND DISABILITY RESOURCE CENTER (ADRC) INFORMATION SYSTEM. The Bidder shall be required to comply with the efforts in maintaining a unified automated information system that would support and promote a coordinated, integrated, and comprehensive system of care. This effort shall be spearheaded by DPH&SS, DSC and will provide the Bidder with guidance on the use of the system. _____

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

13.3 PROFESSIONAL STANDARDS. The Bidder agrees to maintain professional standards applicable to its profession, professional development, and other program services. At all times pertinent to this IFB, the Bidder shall maintain all professional certifications and business licenses required in Guam and other states in which it does any portion of services in this IFB. The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this IFB. The Bidder shall, without additional cost to the Government, correct or revise all errors or deficiencies in its work. _____

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

13.5 NEGLIGENT PERFORMANCE BY BIDDER. The Government's review, approval, acceptance of, and payment of fees for services required under this IFB, shall not be construed to operate as a waiver of any rights under this IFB or of any cause of action arising out of Bidder's failure of performance of this IFB and Bidder shall be and remain liable to the Government for all costs of any kind which may be incurred by the Government as a result of the Bidder's negligent performance of any of the services performed under this IFB. _____

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

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

13.8 DUPLICATION OF SERVICES. The Bidder shall ensure all program services are provided in an efficient and effective manner and where possible coordinated with other appropriate community services providers. _____

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

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

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

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

13.13 CLIENT CONFIDENTIALITY. The Bidder shall ensure information obtained directly or indirectly from clients be kept confidential and cannot be released in a form that identifies the client without the informed consent of the client, or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies (P.L. 31-278 § 2959 Confidentiality). _____

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

a. The Bidder, who has not been awarded a new contract or renewal of an existing contract under the program, shall immediately prepare to relinquish all program related information, files, equipment, service contributions, and program income balances and all other operational, administrative, and service documents and/or items to the new Bidder. The Bidder shall designate a person(s) who will work with the DPH&SS, DSC, BAPS in the transition process to the new Bidder. _____

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

13.15 FINANCIAL MANAGEMENT SYSTEM. The Bidder shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management. The Bidder shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPH&SS, DSC and is in accordance with generally accepted accounting principles (Ref. Title 5 GCA, Chapter 5, Article 3, Part E, §5236). _____

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

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

13.18 EVIDENCE OF PAYMENT. The Bidder shall ensure a copy of confirmation of payment received through Electronic Funds Transfer (EFT) or copies of check and or check stubs to confirm payment of program invoices shall be provided to the DPH&SS, DSC within twenty-four (24) hours of receipt. _____

13.19 There shall be a special monthly extension period after the final renewal term on a month to month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final renewal period, provided that in no event may the parties agree to more than six (6) Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the parties only if the Government is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government. _____

The term of contract and special Monthly Extension Period, are subject to the availability of funds from fiscal year to fiscal year and the Government's determination of its best interest. _____

In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred by not amortized in price of supplies or services delivered under the contract. _____

14.0 AUDIT

14.1 The Office of Management and Budget (OMB) Circular and guidance requires a non-profit organization shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 and the most current OMB Circular A-133. _____

14.2 A *for-profit* organization is required to comply with Title 45 CFR, Part 74.26(D) of the CFR which incorporates the thresholds and deadlines of the most current OMB Circular A-133 but provides *for-profit* organizations two options regarding the type of audit that will satisfy the audit requirements. The *for-profit* organization may either have: A *Financial-Related Audit* as defined in, and in accordance with, the Government Auditing Standards, commonly known as the "Yellow Book", (GPO Stock #020-000-00-265-4) of all the HHS awards; or An *Audit* that meets the requirements of OMB Circular A-133. _____

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

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

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

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

14.7 The Bidder on which the contract expires shall submit the annual audit to the DPH&SS, DSC no more than six (6) months after the end of the contract's expiration. This provision is specific to the final service year for the program and is not to be misconstrued as to negate the requirement of submitting the annual audits for the first four (4) service years. _____

Attachment "A"

PROGRAM REPORT

GUMA SERENIDAD

FY-201_

MONTH:	**SELECT ONE:** ☐ OCT ☐ JAN ☐ APR ☐ JUL ☐ NOV ☐ FEB ☐ MAY ☐ AUG ☐ DEC ☐ MAR ☐ JUN ☐ SEP

REVIEWED BY:	NAME OF BIDDER'S PROGRAM MANAGER & SIGNATURE:
APPROVED BY:	NAME OF BIDDER'S PROGRAM DIRECTOR & SIGNATURE:
SUBMITTED BY:	SERVICE PROVIDER'S NAME:
DATE OF SUBMISSION:	

Attachment "B"

INVOICE FY-201_

FROM:	ADDRESS:	INVOICE NO.	DATE:
BIDDER'S NAME Guma Serenidad			

TO:

Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, Guam 96913-6304

ORDER OF AGREEMENT NO.

Account # _____
_____
Contract # _____
Vendor # _____

ITEM NO.	ARTICLES OF SERVICES	QUANTITY	UNIT	AMOUNT
	Guma Serenidad Services for the month of:			

TOTAL: $ -

Services have been rendered satisfactorily.

_____ _____
Administrator, Division of Senior Citizens Date

I CERTIFY that this invoice is correct, just, and that payment therefore has not been received.

_____ _____
Signature of Payee Date

Allotment Charge:

_____
_____

CONCURRED BY:

_____ _____
DPH&SS Director Date

APPROVED FOR PAYMENT:

_____ _____
Certifying Officer, DPH&SS Date

DSC 201_ - Invoice

Attachment "C"

FY-201_ ACCOUNTS RECEIVABLE ACTIVITY REPORT
BIDDER'S NAME
GUMA SERENIDAD

FOR THE MONTH ENDING:

MONTH	INVOICE NUMBER	MONTHLY RECEIVABLES		YEAR-TO-DATE PAID	
		AMOUNT	BALANCE DUE	AMOUNT	BALANCE DUE
October 201					
November 201_					
December 201_					
January 201					
February 201_					
March 201					
April 201_					
May 201_					
June 201					
July 201_					
August 201_					
September 201					
TOTAL AMOUNT			$ -		$ -

DSC 201_ - Accounts Activity Receivable Report

Attachment "D"

FY-_____ EXPENDITURE REPORT
BIDDER'S NAME
GUMA SERENIDAD

FOR THE MONTH ENDING: _____

PERSONNEL & BENEFITS COSTS (110/111) *As Transferred from Page 2	ADMINISTRATIVE COSTS		SERVICE EXPENDITURES		TOTALS	
	CURRENT	CUMULATIVE	CURRENT	CUMULATIVE	CURRENT	YTD CUMULATIVE
Subtotal (110/111)						
CONTRACTUAL (230)						
Subtotal (230)						
SUPPLIES AND MATERIALS (240)						
Subtotal (240)						
EQUIPMENT (250) (under $5,000)						
Subtotal (250)						
UTILITIES (360)						
Subtotal (360)						
GRAND TOTAL						

DSC 201_ Expenditure Report

Attachment "E"

FY- 201_ EXPENDITURE REPORT OF PERSONNEL COSTS
BIDDER'S NAME
GUMA SERENIDAD

FOR THE MONTH ENDING: _____
Pay Period Start/End Dates: _____

Employee Name	Position Title	Position No.	Total Hours Worked this Pay Period	Hourly Rate	Salary Earned this Pay Period	FICA Taxes	Health & Welfare Benefits Earned this Pay Period	Health & Welfare FICA Taxes	Total Salary & Benefits Paid to Employee this Pay Period
Totals (Transfer to Monthly Expenditure Report):									

DSC 201_ Expenditure Report of Personnel Costs

Attachment "F"

FY-201_ PROGRAM INCOME REPORT
BIDDER'S NAME
GUMA SERENIDAD

FOR THE MONTH ENDING:

PROGRAM INCOME REPORT

*PLEASE SPECIFY	MONTHLY CONTRIBUTIONS		YEAR-TO-DATE CONTRIBUTIONS	
	CASH	IN-KIND (CASH VALUE)	CASH	IN-KIND (CASH VALUE)
CARRYOVER OF UNEXPENDED PROGRAM INCOME			$	
*VOLUNTARY CONTRIBUTIONS MONETARY /GIFTS and DONATIONS				
*FUNDRAISING ACTIVITIES				
*GRANTS				
TOTAL AMOUNT (CASH)	$		$	
*IN-KIND CONTRIBUTIONS (As applicable)		$		$
TOTAL AMOUNT (IN-KIND VALUE)		$		$

DSC 201_ - Program Income Report

Attachment "G"

FY-201_ PROGRAM INCOME EXPENDITURES REPORT
BIDDER'S NAME
GUMA SERENIDAD

FOR THE MONTH ENDING:

PLEASE SPECIFY	ADMINISTRATIVE COSTS		SERVICE EXPENDITURES		TOTAL CURRENT	TOTAL YTD CUMULATIVE
	CURRENT	CUMULATIVE	CURRENT	CUMULATIVE		
PERSONNEL COSTS (110/111)						
SUBTOTAL (110/111)						
TRAVEL (220)						
SUBTOTAL (220)						
CONTRACTUAL (230)						
SUBTOTAL (230)						
SUPPLIES AND MATERIALS (240)						
SUBTOTAL (240)						
EQUIPMENT (250) (UNDER $500.00)						
SUBTOTAL (250)						
MISCELLANEOUS (290)						
SUBTOTAL (290)						
UTILITIES (360)						
SUBTOTAL (360)						
CAPITAL OUTLAY (450) (ABOVE $500.00)						
SUBTOTAL (450)						
GRAND TOTAL						

DSC 201_ Program Income Expenditure Report

Attachment "H1"

FY 201_ MONTHLY STATISTICAL REPORT
BIDDER'S NAME
PROGRAM: GUMA SERENIDAD

MONTH: _____

***DUAL = Elderly with a Disability**

A.	COUNT FOR ADMISSIONS	ELDERLY	ADULT	DUAL	TOTALS
1	Previous Month Client Count				0
2	New Clients Admitted				0
3	Total Unduplicated Clients Served YTD (Add lines 1 & 2)	0	0	0	0
4	Persons on Waiting List				0

B.	COUNT FOR REFERRALS / INTAKES	APPROPRIATE			INAPPROPRIATE			TOTALS
		Elderly	Adult	Dual	Elderly	Adult	Dual	
1	Previous Month Referrals/Intakes							0
2	New Referrals/Intakes							0
3	Total Unduplicated Referrals/Intakes YTD (Add lines 1 & 2)	0	0	0	0	0	0	0

C.	ELDERLY / DUAL CASE STATUS	PREVIOUS MONTH					CURRENT MONTH					YTD TOTALS (Types of Abuse)
	Type of Abuse	ACT +	SUB	UNS	INA	PNG	ACT =	SUB	UNS	INA	PNG	
1	Physical	0					0					0
2	Sexual	0					0					0
3	Emotional or Psychological	0					0					0
4	Financial or Property	0					0					0
5	Neglect	0					0					0
6	Self-Neglect	0					0					0
7	Abandonment	0					0					0
8	Other	0					0					0
9	**Total for the Month**	0	0	0	0	0	0	0	0	0	0	Total Active Cases YTD
10	**Previous Month Total**						0	0	0	0	0	
11	**Total YTD**	0	0	0	0	0	0	0	0	0	0	0

D.	ADULTS WITH A DISABILITY CASE STATUS	PREVIOUS MONTH					CURRENT MONTH					YTD TOTALS
	Type of Abuse	ACT +	SUB	UNS	INA	PNG	ACT =	SUB	UNS	INA	PNG	
1	Physical	0					0					0
2	Sexual	0					0					0
3	Emotional or Psychological	0					0					0
4	Financial or Property	0					0					0
5	Neglect	0					0					0
6	Self-Neglect	0					0					0
7	Abandonment	0					0					0
8	Other	0					0					0
9	**Total for the Month**	0	0	0	0	0	0	0	0	0	0	Total Active Cases YTD
10	**Previous Month Total**						0	0	0	0	0	
11	**Total YTD**	0	0	0	0	0	0	0	0	0	0	0

E.	UNITS OF SERVICE	PREVIOUS MONTH	CURRENT MONTH	YTD TOTALS
1	Case Management (1Hour)			0
2	Personal Care (1 Hour)			0
3	Outreach (1Contact)			0
4	Hotline Calls (Per Call)			0
5	Nutritional Services (1 Hour)			0
6	Info. & Asst. (1 Contact)			0
7	**Total for the Month +**	0	0	Total Units of Service YTD
8	**Previous Month Total =**		0	
9	**Total YTD**		0	0

Attachment "H2"

FY 201_ MONTHLY STATISTICAL REPORT - *PAGE 2 of 3*
BIDDER'S NAME
PROGRAM: GUMA SERENIDAD
MONTH: _____

F. PARTICIPANT ETHNICITY	REFERRALS/INTAKES															ADMISSIONS								
	APPROPRIATE						INAPPROPRIATE																	
	Elder		Adult		Dual		Elder		Adult		Dual					Elder		Adult		Dual				
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Current Month Total by ethnic group +	Prior Month Total =	YTD by ethnic group	Male	Female	Male	Female	Male	Female	Current Month Total by ethnic group +	Prior Month Total =	YTD by ethnic group
1 Alaskan													0		0							0		0
2 American Indian													0		0							0		0
3 Black													0		0							0		0
4 Chamorro													0		0							0		0
5 Chinese													0		0							0		0
6 Chuukese													0		0							0		0
7 Filipino													0		0							0		0
8 Hawaiian													0		0							0		0
9 Hispanic													0		0							0		0
10 Japanese													0		0							0		0
11 Korean													0		0							0		0
12 Kosraean													0		0							0		0
13 Marshallese													0		0							0		0
14 Pohnpean													0		0							0		0
15 Palauan													0		0							0		0
16 Yapese													0		0							0		0
17 White													0		0							0		0
18 Other (specify)													0		0							0		0
19 Other (specify)													0		0							0		0
20 Other (specify)													0		0							0		0
21 Other (specify)													0		0							0		0
22 Other (specify)													0		0							0		0
23 **TOTAL MONTH**	0	0	0	0	0	0	0	0	0	0	0	0				0	0	0	0	0	0			
24 PRIOR MONTH																								
25 **TOTAL YTD**	0	0	0	0	0	0	0	0	0	0	0	0				0	0	0	0	0	0			

Note: For October of each Fiscal Year, all admissions (including carryover from prior Fiscal Year) will be indicated under Prior Month Totals.

Attachment "H3"

FY 201_ MONTHLY STATISTICAL REPORT - *PAGE 3 of 3*
BIDDER'S NAME
PROGRAM: GUMA SERENIDAD
MONTH: _____

G.	SOURCE OF REPORTS (Source: National Center on Elder Abuse 2004 Adult Protective Services Data Survey)	Elderly	Adults	Dual	Current Month Total by Source +	Prior Month Total =	YTD by Source
1	Anonymous / Undisclosed				0		0
2	Aging Network Service Providers				0		0
3	Attorneys				0		0
4	Bankers				0		0
5	Clergy				0		0
6	Dentists				0		0
7	Developmental Disability Staff				0		0
8	EMT / Firefighters				0		0
9	Family Members				0		0
10	Friends / Neighbors				0		0
11	Guardian / Caregiver				0		0
12	Home Health Staff				0		0
13	Housing Agency / Landlord				0		0
14	Law Enforcement				0		0
15	Long-term Care Staff				0		0
16	Long-term Care Ombudsman				0		0
17	Mental Health Staff				0		0
18	Nurses / Nurses' Aides				0		0
19	Paid Caregivers				0		0
20	Pharmacists				0		0
21	Physicians				0		0
22	Psychologists				0		0
23	Self				0		0
24	Social Services Agency Staff				0		0
25	Social Workers (Private Practice)				0		0
26	Other:				0		0
TOTAL REFERRALS RECEIVED THIS MONTH PER CLIENT CATEGORY		0	0	0			

H. CITIZENSHIP		U.S.				NON-U.S.		
		Previous Month	Current	YTD		Previous Month	Current	YTD
		YTD	0	0		YTD	0	0

Attachment "I"

FY-201_ NON-EXPENDABLE PROPERTY INVENTORY UNDER $5,000.00 IN VALUE
BIDDER'S NAME

PROGRAM NAME: Guam Seresidad	
LOCATION:	
DATE OF INVENTORY REVIEW:	

PAGE _____ of _____

ACQUIRED DATE (a)	ITEM DESCRIPTION (b)	QTY	MAKE/MODEL (c)	SERIAL NUMBER (d)	UNIT COST (e)	PURCHASED LEASED OR DONATED (f)	PURCHASED/ LEASED WITH PROGRAM FUNDS OR PROGRAM INCOME (g)	LOCATION (h)	CONDITION (i) (New, Fair, Poor)			% OF PROGRAM USE (j)	COMMENTS
									N	F	P		

INVENTORY PREPARED BY: _____ SIGNATURE AND DATE _____ POSITION TITLE

INVENTORY VERIFIED BY: _____ SIGNATURE AND DATE _____ POSITION TITLE

INVENTORY CERTIFIED BY: _____ SIGNATURE AND DATE _____ POSITION TITLE

Attachment "J"

FY-201_ NON-EXPENDABLE PROPERTY INVENTORY OVER $5,000.00 IN VALUE
BIDDER'S NAME

PROGRAM NAME: Guam Serenidad	
LOCATION:	
DATE OF INVENTORY REVIEW:	

PAGE _____ of _____

ACQUIRED DATE (a)	ITEM DESCRIPTION (b)	QTY	MAKE/MODEL (c)	SERIAL NUMBER (d)	UNIT COST (e)	PURCHASED LEASED OR DONATED (f)	PURCHASED/ LEASED WITH PROGRAM FUNDS OR PROGRAM INCOME (g)	LOCATION (h)	CONDITION (j) (New, Fair, Poor)			% OF PROGRAM USE (j)	COMMENTS
									N	F	P		

INVENTORY PREPARED BY: _____ SIGNATURE AND DATE _____ POSITION TITLE

INVENTORY VERIFIED BY: _____ SIGNATURE AND DATE _____ POSITION TITLE

INVENTORY CERTIFIED BY: _____ SIGNATURE AND DATE _____ POSITION TITLE

Attachment "K"

FY- 201_
BIDDER'S NAME
GUMA SERENIDAD

MONTHLY PROGRAM REPORT

Month – Year

PROGRAM REPORT:

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

A. Staff Trainings, Workshops, Conferences and Presentations (include names of staff and volunteers, dates, titles, presenters and locations)

B. Complaints, Problems and Concerns, and Proposed Solutions:

1) From Clients
2) From Aging Providers
3) Vehicles: List of all Government Owned Vehicles not used for a consecutive period of 48 working hours and the reason for their non-use.
4) Routes: Report separately Assisted Transportation Services and Transportation Services.
5) Other (Specify)

C. Program Accomplishments: Provide a description highlighting the achievements of the program (Provide a narrative description of results achieved for the reporting month)

D. Plans for Next Month

1) Staff Training Plan
2) Management Plan
3) Special Activities
4) Presentations and Outreach Plan

Attachment "L"

FY – _____ TRANSMITTAL PAGE

GUMA SERENIDAD

YEARLY (PLEASE ATTACH THE FOLLOWING):

- ☐ **RELEASE OF CLAIMS STATEMENT**
- ☐ **NON-EXPENDABLE PROPERTY INVENTORY LISTING (OVER & UNDER $5,000.00)**
- ☐ **LISTING OF ALL STAFF REFLECTING CRIMINAL HISTORY RECORD**
- ☐ **LISTING OF BANK ACCOUNTS**

REVIEWED BY:	NAME OF BIDDER'S PROGRAM MANAGER & SIGNATURE:
APPROVED BY:	NAME OF BIDDER'S EXECUTIVE OR PROGRAM DIRECTOR & SIGNATURE:
SUBMITTED BY:	SERVICE PROVIDER'S NAME:
DATE OF SUBMISSION:	

DSC 201_–Yearly Transmittal Form

Attachment "M"

FY-_____ YEARLY REPORTS
NAME OF BIDDER
GUMA SERENIDAD

Month – Year

Yearly Reports shall be complete, accurate and received by the DPH&SS, DSC no later than five (5) working days after the end of the fiscal year and shall include:

1) Release of Claims Statement.

2) Non-Expendable Property Inventory Listing shall be certified by its certifying officer [Ref. P.L. 29-19, Section 6, (d)] to include:

   (a) Date of Purchase or Lease;

   (b) Item Description;

   (c) Make/Model;

   (d) Serial Number;

   (e) Unit Cost;

   (f) Indicate whether purchased, leased, or donated;

   (g) Indicate whether purchased or leased with Program Funds or Program Income;

   (h) Physical Location of Item/Object;

   (i) Condition of Item/Object; and

   (j) Percentage of Program Usage of Item/Object.

3) Listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past seven (7) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Service Provider shall include traffic citations and violations.

4) Listing of bank accounts, such as checking, savings, time certificates of deposit, money market accounts, etc., of funds from transportation services including information of activities from which the funds were generated, authorized signatures and current balances (Service Contributions).

Attachment "N"

FY-201_ RELEASE OF CLAIMS STATEMENT

CONTRACT: BIDDER'S NAME

PROGRAM NAME: GUMA SERENIDAD

CONTRACT NO.: _____

KNOWN ALL MEN BY THESE PRESENTS:

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

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 201_.

WITNESS:

_____ _____

PRINT NAME CONTRACTOR

_____ BY: _____

SIGNATURE

TITLE: _____

CERTIFICATE

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

_____

NAME AND SIGNATURE

DATE: _____

DSC 201_ – Release of Claims Statement

Attachment "O1"

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM

INSTRUCTIONS

Title III reporting requirements provide statistical data for management and advocacy initiatives serving as indicators for new and continued funding of programs for seniors. The data collected is used for budget justifications, congressional inquiries, program development and mandated reports for federal, state and local agencies. Information must be accurate for it to be useful in supporting program services.

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

FOR ADULT PROTECTIVE SERVICES (APS) REFERRALS, CALL 735-7421 / 7415
Monday - Friday, 8 a.m. to 5 p.m.
(Except on Recognized Holidays)

OR

EMERGENCY RECEIVING HOME
24-HOUR CRISIS INTERVENTION HOTLINE,
at 632-8853

Attachment "O2"

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

A. CLIENT IDENTIFICATION		
Last Name		
First Name		
Middle Name		
Nickname		
Social Security No.		
Email Address		
Homeless	☐ Yes ☐ No	
Receives Care from NFCSP Caregiver	☐ Yes ☐ No	
Requires Assistance in an Emergency	☐ Yes *(Specify)*	☐ No
Home Address		
Mailing Address		
Phone (1)		
Phone (2)		

B. CLIENT CONTACTS	
Primary Emergency Contact	
Relationship	
Address	
Phone	
Email	
Physician Contact	
Physician Type	
Address	
Phone	
Email	

Primary Caregiver	
Relationship	
Address	
Phone	
Email	
Personal Contact	
Relationship	
Address	
Phone	
Email	

C. CLIENT DEMOGRAPHICS			
Date of Birth		*Age*	
Gender	☐ Male	☐ Female	
Disabled	☐ Yes *(Specify Type)*		☐ No
Disability	☐ Permanent ☐ Temporary ☐ Not Applicable (N/A)		
Physical Disability	*(Specify)*		☐ N/A
Intellectual Disability	*(Specify)*		☐ N/A
Mental Illness	*(Specify)*		☐ N/A
Cerebral Palsy	*(Specify)*		☐ N/A
If < 60 Reason for Service	☐ Caregiver ☐ Disabled ☐ Meal Volunteer	☐ Other: _____ ☐ Spouse ☐ N/A	
Citizenship *(Specify)*			
Race (Specify)	☐ White ☐ Black/African American ☐ American Indian/Alaskan Native ☐ Asian ☐ Native Hawaiian/Other Pacific Islander ☐ Other ☐ Multiple		

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

DSC INTAKE, PROFILE AND REFERAL FORM (Revised: 01.30.15). All other forms remain obsolete.

Attachment "O3"

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

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

Sources of Support	☐ Family ☐ Friend/Neighbor ☐ Paid Help ☐ Has help but unsure who provides help ☐ Unknown
Assisted Transportation	☐ Yes ☐ No
Needs an Escort	☐ Yes ☐ No
Primary Transportation	☐ Owns Car ☐ Aide ☐ Friend ☐ Public Transport ☐ Senior Transport ☐ Family ☐ Other ☐ None

Income Level

Is your income less than

Unit Size	Per Month	Per Year	Yes	No
One (1)	$1,226.67	$14,720		

Is your combined income less than

Unit Size	Per Month	Per Year	Yes	No
Two (2)	$1,660.00	$19,920		

Is your combined income less than

Unit Size	Per Month	Per Year	Yes	No
Three (3)	$2,0933.33	$25,120		

☐ Four (4) or more in the Unit Size, add $433.33 per month or $5,200 per year for each additional member.

$_____

Income Information	☐ Above 100% FPL ☐ At or Below 100% FPL
Financial Assets *(Refer to FAS Scale)*	☐ 29% to 49% below the poverty level ☐ 50% to 74% below the poverty level ☐ 75% or greater below the poverty level ☐ N/A

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

DSC INTAKE, PROFILE AND REFERAL FORM (Revised: 01.30.15). All other forms remain obsolete.

Attachment "O4"

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

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

D. CLIENT FUNCTIONAL ASSESSMENT	
Activities of Daily Living (ADL) Choices	
Transfer Mobility	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Bathing	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Dressing	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Toileting	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Eating	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Ambulating	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Assistive Devices *(Specify)*	
Mobility Devices *(Specify)*	

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

Attachment "O5"

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

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

E. AGING SERVICES REQUESTED

☐ **Adult Day Care Services**

☐ **Elderly Nutrition Program:**

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

Meal Type:

- ☐ Regular
- ☐ Mechanical/Chopped
- ☐ Pureed/Blenderized
- ☐ Special (*Provide document from physician or religious leader to certify special meal requirement.*)

☐ **Case Management Services**

☐ **In-Home Services**

☐ **Legal Assistance Services**

☐ **National Family Caregiver Support Program**

☐ **Senior Center Operations**

_____
(Specify Center)

☐ **Transportation Services**

COMMENTS:

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

Attachment "O6"

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

F. HIGH RISK CLIENTS UNDER EMERGENCY DECLARATION

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

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

G. ELIGIBILITY AND CONSENT OF CLIENT

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

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

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

I CERTIFY THE INFORMATION GIVEN BY ME IS TRUE TO THE BEST OF MY KNOWLEDGE, AND I UNDERSTAND IT WILL BE KEPT CONFIDENTIAL AND USED ONLY TO HELP ME RECEIVE THE BENEFITS/SERVICES WHICH I MAY BE ENTITLED.

I HEREBY AUTHORIZE THE DISCLOSURE AND RELEASE OF THIS INFORMATION ONLY FOR THE PURPOSES FOR WHICH IT IS INTENDED. THIS AUTHORIZATION MAY BE REVOKED BY THE UNDERSIGNED AT ANY TIME BY GIVING WRITTEN NOTICE TO THE PARTIES AUTHORIZED HEREIN.

Signature of Client or Authorized Representative (AR)	
Date	
Relationship to Client, if AR	

H. INTAKE INFORMATION

Intake Worker	
Signature of Intake Worker	
Date/Time of Intake	
Organization	
Phone Number	

IPR Forwarded To

- ☐ Case Management Services Program
  - ☐ Adult Day Care Program
  - ☐ In-Home Services Program
  - ☐ Elderly Nutrition Program (Home-Delivered)
- ☐ Elderly Nutrition Program (Congregate Meals)
- ☐ Legal Assistance Services Program
- ☐ Senior Center Operations Program
- ☐ Transportation Services Program
- ☐ National Family Caregiver Support Program

Forwarded By	
Date Forwarded	
Time Forwarded	

I. RECEIVING ORGANIZATION INFORMATION

IPR Received By	
Date	
Time	
Date of Initial Contact with Client	
Time of Initial Contact with Client	
Time of Intake	
Organization	
Phone Number	

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

Attachment "O7"

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

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

MAP TO THE CLIENT'S HOME

In the box below, draw a map to the client's residence marking the client's home with an "X". Indicate the house number, street name and the village where the client is from. Include primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc. ***All pets at your home shall be controlled by leash, cage, etc. In accordance with P.L. 22-13 and 26-76.***

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

Attachment "P1"

SENIOR CITIZENS AGING SERVICES FY-2015
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

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

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

	RECORD CHANGE			SERVICE UPDATE CHANGE

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

For Areas A, B, C, D, E, F, and J, please add additional lines as needed.

A. CLIENT IDENTIFICATION (RECORD CHANGE)

AREA OF CHANGE	FROM	TO

B. CLIENT CONTACTS (RECORD CHANGE)

AREA OF CHANGE	FROM	TO

C. CLIENT DEMOGRAPHICS (RECORD CHANGE)

AREA OF CHANGE	FROM	TO

D. CLIENT FUNCTIONAL ASSESSMENT (RECORD CHANGE)

AREA OF CHANGE	FROM	TO

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

AREA OF CHANGE	FROM	TO

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

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM (Revised: 10.17.14). All other forms remain obsolete.

Attachment "P2"

SENIOR CITIZENS AGING SERVICES FY-2015

INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM

PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

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

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

DRAW A MAP TO THE CLIENT'S HOME (RECORD CHANGE)

(Indicate primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc.)

INTAKE INFORMATION		PROGRAM MANAGER	
Name of Intake Worker		Name of Program Manager	
Signature of Intake Worker		Signature of Program Manager	
Date of Intake		Date of Review	
Organization		**DISPOSITION**	
Aging Program		☐ APPROVED Effective Date: _____	
Contact No.			
Date Forwarded to Program Manager		☐ DISAPPROVED Reason: _____	

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

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM (Revised: 10.17.14). All other forms remain obsolete.

Attachment "AA1"

ADULT PROTECTIVE SERVICES REFERRAL

DIVISION OF SENIOR CITIZENS • DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
123 Chalan Kareta, Mangilao, Guam 96913-6304 Tel: 735-7415 or 7421

Transmittal of this referral form via facsimile is strictly prohibited.
Please print clearly using black or blue ink.

REFERRAL INFORMATION		
Referral taken by:		
Date:		
Time:		
Referring Person:		
	☐	Anonymous *(Enter check ☑ if appropriate)*
Agency:		
Phone No.:		
Contact Person:		
Phone No.:		

CLIENT INFORMATION				
Client Status: *(Enter check ☑ in appropriate box)*	☐	New	☐	Active
	☐	Former	☐	Deceased; D.O.D.:
	☐	Male	☐	Female
	☐	Elderly	☐	Adult with a Disability
	☐	Elderly with a Disability (Dual)		
Last Name:				
First Name:				
Middle Name:				
Home Address: *(Please include directions, description, landmarks, etc.)* ☐ **Map on back**				
Village:				
Current Physical Location:				
Phone No.:				
Ethnicity:				
Citizenship:				
Birth Date:				
Age:				
Marital Status: *(Enter check ☑ in appropriate box)*	☐	Single	☐	Married
	☐	Widowed	☐	Divorced
	☐	Other:		
Disability:				

TYPES OF ABUSE *(Enter check ☑ in appropriate box)*			
☐	Abandonment	☐	Emotional or Psychological
☐	Financial or Property Exploitation	☐	Neglect
☐	Physical	☐	Sexual
☐	Self-Neglect	☐	Other:

ALLEGED ABUSER INFORMATION				
Last Name:				
First Name:				
Middle Name:				
Relationship:				
Address: *(Please include directions, description, landmarks, etc.)*				
Village:				
Phone No.:				
Ethnicity:				
Gender:	☐	Male	☐	Female
Birth Date:				
Age:				
Marital Status: *(Enter check ☑ in appropriate box)*	☐	Single	☐	Married
	☐	Widowed	☐	Divorced
	☐	Other:		

FOR USE BY APS STAFF ONLY				
Case No.:				
Referral No.:				
Database Entered by:				
Assigned Worker:				
Date Assigned:				
Reports:	24 Hour / 7 Day:		14 Day:	
	30 Day:		60 Day:	
Continued on back?	☐	Yes	☐	No

Attachment "AA2"

(Continued from page 1)

NATURE AND EXTENT OF ABUSE

EMERGENCY ACTION TAKEN:	☐ Referred to APS Social Worker on *(Enter date & time)*:

Attachment "AA3"

MAP:

Attachment "BB"

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIVISION OF SENIOR CITIZENS
ADULT PROTECTIVE SERVICES UNIT

INVESTIGATION REPORT

SECTION I. – VICTIM PROFILE

Client Name:		Case No.:	
Address:		Contact No:	
DOB:	Age:	Sex:	Category:
SSN:	Ethnicity:	Citizenship:	Type of Abuse:

SECTION II. – ALLEGED ABUSER PROFILE

Name:		Ethnicity:	
Address:		Contact No:	
DOB:	Age:	Sex:	SSN:
Relationship to Client:		Place of Employment:	

SECTION III. – IMMEDIATE INTERVENTION

Date	Presenting Problem	Intervention

Attachment "CC"

ADULT PROTECTIVE SERVICES
INVESTIGATION REPORT – 7 DAY REPORT

SECTION IV. – VICTIM INVESTIGATION CHRONOLOGY

Client Name:	Case No.:

Date	Narrative

Based on initial contact:

- ☐ Inappropriate
- ☐ Service Plan in place
- ☐ Needs further investigation
- ☐ Undetermined due to:
- ☐ Substantiated
- ☐ Unsubstantiated

Social Worker Signature:		Date:	
Supervisor Review – Signature:		Date:	

Attachment "DD"

ADULT PROTECTIVE SERVICES
INVESTIGATION REPORT

SECTION V. – INITIAL SERVICE PLAN

Client Name:		Case No.:
Date	Problem / Goal	Objective / Method
Social Worker Signature:		Date:

Attachment "EE"

ADULT PROTECTIVE SERVICES INVESTIGATION REPORT SECTION V. – SERVICE PLAN *UPDATES*			
Client Name:			Case No.:
Date	Problem / Goal	Objective / Method	
Social Worker Signature:		Date:	

FY 201_APS Investigation Report – Service Plan Updates

Attachment "FF"

ADULT PROTECTIVE SERVICES INVESTIGATION REPORT – 14 DAY REPORT SECTION VI. – ALLEGED ABUSER INVESTIGATION CHRONOLOGY	
Case Name:	Case No.

Date	Narrative

Social Worker Signature:		Date:	
Supervisor Review – Signature:		Date:	

FY 201_ APS Investigation Report – 14 Day Report

Attachment "GG"

ADULT PROTECTIVE SERVICES INVESTIGATION REPORT– 30 DAY REPORT SECTION VII. – INVESTIGATION CHRONOLOGY			
Case Name:		Case No:	
Date	Narrative		
Social Worker Signature:		Date:	
Supervisor Review – Signature:		Date:	

Attachment "HH"

ADULT PROTECTIVE SERVICES
INVESTIGATION REPORT – 60 DAY REPORT

SECTION VIII. – INVESTIGATION CHRONOLOGY

Case Name:	Case No.

Date	Narrative

Social Worker Signature:		Date:	
Supervisor Review – Signature:		Date:	

Attachment "II"

ADULT PROTECTIVE SERVICES INVESTIGATION REPORT SECTION IX. – CASE DETERMINATION		
Client Name:		Case No.:
	SUBSTANTIATED: There is sufficient evidence to support the existence of the abuse.	DATE:
	UNSUBSTANTIATED: There is inconclusive evidence of abuse but existence of the abuse cannot be disproved to the satisfaction of the Unit.	DATE:
	NOT DETERMINED WITHIN 90 DAYS *(Explanation must follow)*	DATE:

SECTION X. - TRANSFER / DISPOSITION / TERMINATION SUMMARY			
Transfer to:			
	Another APS Worker due to:		
	Emergency Receiving Home Worker due to:		
Disposition:			
	Pending – Case remains open for follow-up and monitoring.		
	Pending – Declaration sent to Office of the Attorney General – Substantiated.		
	Pending – If **No Determination** as of ninety (90) days after receipt of referral, information shall be expunged from Central Registry.		
	Substantiated/Unsubstantiated. **Shall be maintained for ten years.**		
Social Worker:		Date:	
Supervisor:		Date:	
Termination (*Investigation is complete*):			
	Client refused or withdrew consent to conduct investigation.		
	Case closed due to:		
	Case resolved.		
Social Worker:		Date:	
Supervisor:		Date:	

Attachment "JJ"

ADULT PROTECTIVE SERVICES UNIT CONTACTS SUMMARY			
Client Name:		**Case No.:**	
DATE / TIME	**PERSON / AGENCY / ORGANIZATION**	**TYPE OF CONTACT**	**STAFF INITIALS**

PC – Phone Call CC – Collateral Contact CW – Case Write-Up
HV – Home Visit OV – Office Visit

APS 2015 APS Forms – Contacts Summary

Attachment "KK"

ADULT PROTECTIVE SERVICES UNIT CHRONOLOGICAL ENTRY	
Client Name:	**Case Number:**

DATE	SUMMARY OF CONTACT

HV – Home Visit
OV – Office Visit

CC – Collateral Contact
PC – Phone Call

CW – Case Write-Up

FY201_APS Forms - Chronological Entry Form

Attachment "LL"

ADULT PROTECTIVE SERVICES
INVESTIGATION REPORT

INVESTIGATION CHRONOLOGY
UPDATE

Client Name:	Case No.:

Date	Narrative

Social Worker Signature:		Date:	

FY 201_ APS Investigation Report – Investigation Chronology Update

Attachment "MM"

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIVISION OF SENIOR CITIZENS
ADULT PROTECTIVE SERVICES UNIT

CENTRAL REGISTRY CASE PROFILE

VICTIM PROFILE							
Client Name:					Case No.:		
Address:					Date of Birth:		
Category *(Check (√) as appropriate)*:		Elderly		Adult		Dual	

ALLEGED PERPETRATOR PROFILE
Name (s):

SUMMARY							
Type of Abuse *(Check (√) as appropriate)*:		Abandonment		Physical		Sexual	
		Material/Financial		Mental/Emotional		Neglect	
		Self Neglect		Other (Specify):			

DATE	**LOCATION OF ALLEGED ABUSE**

NATURE AND EXTENT OF ALLEGED ABUSE(S):

PROGRESS OF LEGAL PROCEEDINGS: ☐ ***NOT APPLICABLE***

Attachment "NN"

ADULT PROTECTIVE SERVICES

CONSENT FORM

CONSENT TO CONDUCT INVESTIGATION

This section is protected by Public Law 31-278, Chapter 2, Title 10, Article 10, Section 2957, Guam Code Annotated, Adult Protective Services Unit, relative to Consent of the Victim.

I, _____ hereby give consent to the **Adult Protective Services** to conduct an investigation concerning Case No.:_____ received on_____(Date)

_____ _____
Signature of Client or Guardian Witness

_____ _____
Date Date

WITHDRAWAL OF CONSENT TO CONDUCT INVESTIGATION

I, _____ hereby withdraw my consent for the **Adult Protective Services** to investigate matters relative to the above noted referral.

_____ _____
Signature of Client or Guardian Witness

_____ _____
Date Date

REFUSAL TO CONDUCT INVESTIGATION

I,_____ hereby refuse to give consent to the **Adult Protective Services** to conduct an investigation concerning Case No.:_____ received on _____.
(Date)

_____ _____
Signature of Client or Guardian Witness

_____ _____
Date Date

Attachment "OO"

GUMA SERENIDAD - CLIENT CONSENT FOR RELEASE OF INFORMATION

This information is being released from records protected by Public Law 31-278, Chapter 2, Title 10, Article 10, Section 2959, Guam Code Annotated, Bureau of Adult Protective Services as contracted to the Project Serenidad, Bidder's Name, relative to Confidentiality.

I, _____ **(RELEASING PARTY)**, hereby give permission to release information to the **Guma Serenidad, Bidder's Name** as contracted by the **Bureau of Adult Protective Services, Division of Senior Citizens, Department of Public Health and Social Services** for the purpose of serving and protecting vulnerable adults age 18 through 59 and seniors, age 60 years and older, as applicable to me or my ward. The information being released is limited to: ***Please be very specific with Releasing Party to initial beside each appropriate item.***

	Social Security Administration							
	SSN#		-		-			

	Personal
	Medical
	Financial

	All information determined to be necessary to assist in the investigation of APS Case No.:	

	Other: (specify)

_____ _____

Signature of Client or Guardian Witness

_____ _____

Date Date

GUMA SERENIDAD - REVOCATION OF CONSENT FOR RELEASE OF INFORMATION

I, _____ **(RELEASING PARTY)**, hereby revoke this Consent for Release of Information to the person or organization listed above as of _____.
(DATE)

_____ _____

Signature of Client or Guardian Witness

_____ _____

Date Date

Attachment "PP"

GUMA SERENIDAD

AGREEMENT FOR SHELTER SERVICES

I _____, hereby acknowledge the existence of the services which have been explained and discussed with me.

I therefore:

[ ] Accept and will follow all Guma Serenidad rules and regulations during my stay at the shelter.

[ ] Give permission to the shelter staff to conduct business on my behalf.

- [ ] Pick up my medication
- [ ] Take me on shelter activities
- [ ] Take me to and from my doctor's appointments
- [ ] Attend meetings on my behalf
- [ ] Other(s) Specify: _____

[ ] Refuse to give permission to the shelter staff to conduct business on my behalf.

[ ] Would like to be referred to another agency for additional services.

- [ ] Division of Senior Citizens (DSC) – Title III Aging Programs
- [ ] Adult Protective Services (APS)
- [ ] Department of Integrated Services for Individuals with Disabilities (DISID)
- [ ] Department of Vocational Rehabilitation (DVR)
- [ ] Legal Assistance Service (LAS)
- [ ] Other(s) Specify: _____

Signature of Client/Family Member or Guardian	Date:
Signature of Shelter Staff	Date:
Signature of Witness	Date:

Attachment "QQ1"

GUMA SERENIDAD
CLIENT MEDICAL REPORT

(TO BE COMPLETED BY A PHYSICIAN)

TO THE PHYSICIAN: Please be specific in providing a complete report. Such information is essential in determining proper placement in our **GUMA SERENIDAD.** This will be part of the client's record.

Client's Name:		Date of Admission:
Address:		Date of Discharge:
Phone No.:		Client I.D. Number:
Birthdate:	Client Lives: [ ] Alone [ ] Other Relative [ ] w/Spouse [ ] Non-Relative [ ] w/Children	Social Worker:
Sex: [ ] Female [ ] Male	Marital Status: [ ] Married [ ] Single [ ] Widow [ ] Separated [ ] Divorced [ ] Unknown	
Religious Preference	Racial/Ethnic Background	Highest Level of Education
Family Income	Language Spoken, if not English	Interpreter Needed [ ] Yes [ ] No If yes, what language:
Entitlements [ ] Social Security [ ] TANF [ ] Food Stamps [ ] Other	Health Care Coverage [ ] Medicare Plan A [ ] Medicare Plan B [ ] Medicaid [ ] Other (Specify) _____	Person to contact in an emergency: Phone No.: Preferred Hospital:
Name of Primary Physician:		Name of Alternate Physician:
Address:		Address:
Phone Number:		Phone Number:
Name of Legal Guardian:		Relationship
Address:		Phone Number:

Attachment "QQ2"

PHYSICAL FINDINGS

(Check those applicable)

A. STATE OF AMBULATION

_____Walks freely without aid, including stairs.
_____Walks with difficulty without aid, including stairs.
_____Walks without aid, but cannot climb stairs.
_____Requires assistance for all walking.
_____Crutches.
_____Wheelchair-bound.

Other qualifying remarks:_____

B. FEEDING

_____Can cut food and feed self.
_____Can feed self, only if food is cut.
_____Must be fed.
_____Tube feeding required.

Other qualifying remarks:_____

C. BOWEL AND BLADDER CONTROL

_____No assistance needed.
_____Could be helped to bathroom when necessary.
_____Condition varies.
_____Requires bedpan or urinal and _____ can ___ cannot request same.
_____Completely incontinent of feces and urine.

Other qualifying remarks:_____

D. SPEECH

_____No difficulty.
_____Language barriers.
_____Dysarthria.
_____Aphasia.

Other qualifying remarks:_____

E. MENTAL STATE

_____No abnormalities.
_____Emotional stability ___presenting _____not presenting problems in management.
_____Mild confusion and memory lapses.
_____Noisy and disturbing to others.
_____Has been in the past an alcoholic or drug addict _____ but not presenting these problems at present time.

Other qualifying remarks:_____

F. PERSONAL CARE

_____No assistance needed.
_____Needs help in ___dressing ___ toileting.

Other qualifying remarks:_____

Attachment "QQ3"

PHYSICAL FINDINGS (continued)

(Check those applicable)

G. PATIENT REQUIRES

_____Close medical care and supervision.
_____Primary nursing care with occasional medical supervision.
_____Simple custodial care (room and board in protected situation) with occasional medical supervision.

Other qualifying remarks:_____

Any special problems such as: _____ deafness _____blindness _____amputation.

Is the patient free from communicable disease? _____Yes _____ No

DIAGNOSIS:_____

PROGNOSIS:_____

RESTORATIVE GOALS:_____

LABORATORY FINDINGS:

Serology_____ CBC_____ Urinalysis_____
Other_____

X-RAY REPORT:_____

RECOMMENDATIONS:_____

SPECIAL DIET:_____

MEDICATIONS:_____

_____ _____
PHYSICIAN'S SIGNATURE DATE

Attachment "RR1"

DIVISION OF SENIOR CITIZENS, DPHSS ADULT PROTECTIVE SERVICES UNIT RISK FACTOR ASSESSMENT			
Case No:		**Case Name:**	
FACTOR	**LOW RISK**	**MODERATE RISK**	**HIGH RISK**
A. VICTIM ▪ Physical/Mental Activities	☐ Cares for & protects self without assistance	☐ Requires limited assistance	☐ Completely unable to protect/care for self
▪ Perception of Risk	☐ Appropriate	☐ Questionable	☐ Inappropriate **If checked, worker must complete a Mental Status Exam.*
▪ Extent of Abuse	☐ No discernable effect	☐ Safety assured; non-life threatening	☐ Life threatening; injuries require EMS
B. CAREGIVER/ GUARDIAN ▪ Level of Cooperation / Protection	☐ Aware of the problem and cooperative; may deny some responsibility	☐ Limited cooperation; slow to seek help from agencies	☐ Denies problem and refuses to cooperate; vacillates in commitment to protect victim
▪ Abilities and Control	☐ Realistic perception	☐ Poor reasoning; needs assistance	☐ Poor perception and unwilling or unable
C. ALLEGED ABUSER ▪ Rational Behavior	☐ Accidental injury with	☐ Unintentional minor injury	☐ Intentional with desire to harm
▪ Level of Cooperation	☐ Cooperates but does so because of authority involved rather than due to interest in victim's welfare	☐ May deny abusive behavior but acknowledge a generalized problem	☐ Likely to move from community; non-cooperative with services in the past
▪ Access to Victim	☐ No access	☐ Access is difficult; AA makes direct threats on a daily basis to victim's sense of security	☐ Complete access; AA makes direct and dramatic threats to victim's emotional security
▪ History of Abuse/Neglect	☐ No reported history	☐ Previous history, unsubstantiated	☐ Previous history, substantiated

Attachment "RR2"

FACTOR	LOW RISK	MODERATE RISK	HIGH RISK
D. ENVIRONMENT • Home Physical Condition	☐ Clean and no apparent safety/health hazard	☐ Trash/garbage or animal droppings not disposed	☐ Structurally unsound safety/health hazard
• Support System	☐ Support available	☐ Some support	☐ No support and isolated
• Stress	☐ Stable environment	☐ Financial burden/difficulties	☐ Other crisis in family; lacks support
E. CLIENT'S CAPACITY TO MAKE INFORMED LIFE DECISIONS	☐ Appears reliable to make own decisions at this time	☐ Questionable; needs further assessment; recommend referral to Office of the Public Guardian for review.	☐ Client exhibiting poor insight; lacks understanding of the problem due to decreased cognitive ability; recommend immediate contact with the Guam Police Department and the Attorney General of Guam for assistance and intervention.
F. SEVERITY OF NEGLECT / SELF-NEGLECT	☐ Unkempt appearance; meals irregular, but adequate; no medical / dental care, but with no ill effects; caregiver/AA has periodically not attended to victim's needs	☐ Caregiver/AA reveals frequent inability to care for or protect victim; meals not provided, victim chronically hungry; unattended medical / dental problems causing victim discomfort; some periods of unsupervised care, victim has no access to or knowledge of resources; caregiver/AA avoids interaction with victim to meet emotional needs	☐ Victim is left unsupervised for excess periods of time; neglect results or could result in severe injury or illness; caregiver/AA consistently withholds affection and rejects victim; significant developmental delays due to neglect
Notes:			
Social Worker conducting Assessment:		**Date/Time of Assessment:**	

Attachment "SS1"

DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES
DIVISION OF SENIOR CITIZENS

PROCEDURES FOR REPORTING ABUSE OF THE ELDERLY OR ADULTS WITH DISABILITY

Public Law 31-278 delineates the policy for the reporting of abuse of the elderly and adults who have a disability. As stated within the law, the following definitions pertain:

a. **Adult with a Disability** - Any person eighteen(18) years or older who:

   1. Has a physical or mental impairment which substantially limits one or more major life activities of daily living.

   2. Has a history of, or has been classified as having an impairment which substantially limits one or more major life activities.

b. **Major Life Activities** - Include, but are not limited to: caring for oneself, performing manual tasks, standing, walking, seeing, hearing, eating, sleeping, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking and working.

c. **Elderly** - A person age sixty (60) years or older.

d. **Caregiver** - Any family member or any person, health facility, community care facility, clinic, home health care agency or legal guardian who has the care or custody of the elderly or adult with disability who has been abused.

e. **Elderly or Adult with a Disability Abuse** - Means self-neglect or any one (1) or more of the following acts inflicted on an elderly or adult with a disability by other than accidental means by another person: physical abuse, neglect, or abandonment.

The following definitions apply:

a. **Abandonment** - The desertion of an elderly or adult with a disability by his or her caregiver under circumstances in which a reasonable person would continue to provide care or custody.

b. **Emotional or Psychological Abuse** - Includes fear agitation, confusion, severe depression, or other forms of serious emotional stress that is brought about by forms of intimidating behavior, threats, harassment, or by deceptive acts or false or misleading statements made with malicious intent to agitate, confuse, frighten, or cause severe depression or serious emotional distress of the elderly or adult with a disability.

c. **Financial or Property Exploitation** - Illegal or improper use of an elderly or adult with a disability's money, property or other resources for monetary or personal benefit, profit or gain. This includes, but is not limited to, theft, misappropriation, concealment, misuse or fraudulent deprivation of money or property belonging to the elderly or adult with a disability.

d. **Neglect** - The failure of a reasonable caregiver to provide for the physical, mental or emotional health and well-being of the elderly or adult with a disability and includes, but is not limited to:

   1. Failure to assist or provide personal hygiene.

2. Failure to provide adequate food, water, clothing or shelter.

3. Failure to provide medical care for the physical and mental health of the individual. No person shall be deemed neglected or abused for the sole reason that he or she voluntarily relies on treatment by spiritual means through prayer alone in lieu of medical treatment.

4. Failure to protect an individual from health, safety hazards, or physical harm.

e. **Physical Abuse** - The willful infliction of or omission which results in physical harm. It includes, but is not limited to, cruel punishment resulting in physical harm or pain or mental anguish, such as direct beatings, slapping, kicking, biting, choking, burning, sexual assault or molestation, or unreasonable physical restraint or confinement resulting in physical injury.

f. **Physical Harm** - Means bodily pain, injury, impairment or disease.

g. **Self-Neglect** - Is the behavior of an elderly or adult with a disability that threatens his/her own safety. Self-neglect generally manifests itself when an elderly or adult with a disability refuses to provide him/herself with adequate food, clothing, shelter, personal hygiene, medication (when indicated), and safety precautions. The definition of self-neglect excludes a situation in which a mentally competent elderly or adult with a disability, who understands the consequences of his/her decisions, makes a conscious and voluntary decision to engage in acts that threaten his/her health or safety as a matter of personal choice.

h. **Sexual Abuse** – Means any form of non-consensual sexual contact, including but not limited to, unwanted or inappropriate sexual gratification, touching, rape, sodomy, sexual coercion, sexually explicit photographing, sexual harassment, involuntary exposure to sexually explicit material or language, and as defined in the penal code of Guam.

Reporting Requirements

Individuals who are required to report include:

a. Any persons who, in the course of their employment, occupation or professional practice come into contact with elderly or adults with disabilities, has actual knowledge or reasonable cause to believe that an elderly or adult with a disability is suffering from or has died as a result of abuse, shall immediately make a verbal report of such information or cause a report to be made to the Bureau of Adult Protective Services or its authorized agency and shall, within 48 hours, make a written report to the Bureau or its authorized agency. If a verbal report is made on a Friday, a written report will be made by the next workday.

b. Persons required to report abuse under this Law include, but are not limited to physicians, medical interns, medical examiners, nurses, chiropractors, hospital personnel engaged in the admission, examination, care or treatment of persons, social workers, employees of nursing homes, senior citizen centers and adult day care facilities, police officers, probation officers, employees of homemaker and home health service agencies, emergency medical service (EMS) providers, non-emergency medical transport providers, banking or financial institution personnel, pension providers, and practicum students in the field of health and human services.

c. In addition to persons required to report, any other person may make such report to the Bureau of Adult Protective Services if any such person has reasonable cause to believe that an elderly or adult who has a disability is suffering from or has died as a result of abuse.

Reports shall include:

a. The name of the person making the report and where he or she can be reached. However, reports of abuse may be made anonymously. Any person who in good faith makes a report under this article or testifies in any administrative or judicial proceeding related to the report is immune from civil or criminal liability for reporting or testifying. The identity of the person making the report shall be confidential.

b. The name, address and approximate age of the elderly or adult with a disability.

c. Information regarding the nature and extent of the abuse, the name of the person's caretaker, if known, and any medical treatment being received or immediately required, if known.

d. The name of the person or persons responsible for causing the suspected abuse.

e. The source of the report.

f. Any other information which may assist in the investigation of the suspected abuse.

Failure to Report

Any person who is required to report a case of suspected abuse who fails to report shall be liable for a fine of not more than $500, except that for a second or subsequent offense, such person shall be guilty of a misdemeanor.

All individuals must strictly adhere to the Adult Protective Services Mandates. In addition to the APS mandates, the following information is provided:

a. Any individual who suspects any category of abuse will immediately contact the Bureau of Adult Protective Services at 735-7421 or 7415. This contact number is valid Monday through Friday, 8:00 a.m. to 5:00 p.m. with the exception of federally or locally authorized holidays.

b. After 5:00 p.m. or during the weekend or on federally or locally authorized holidays contact the Guma Serenidad Crisis Intervention Hotline at 632-8853.

REMEMBER THE RULE OF THUMB:

WHEN IN DOUBT.....REPORT!

Attachment "SS4"

DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES
DIVISION OF SENIOR CITIZENS

PROCEDURES FOR REPORTING ABUSE OF THE ELDERLY OR ADULTS WITH DISABILITIES, PUBLIC LAW 31-278

By signing below I acknowledge that I received, read and understand the **PROCEDURES FOR REPORTING ABUSE OF THE ELDERLY OR ADULTS WITH DISABILITIES, PUBLIC LAW 31-278.**

Print Name	Position Title
Signature	Date