

REQUEST FOR PROPOSALS
RFP/DPHSS-2012-008

**SCREENING AND DIAGNOSTIC SERVICES FOR THE
GUAM BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM**

Deadline for Submission: October 15, 2012

ISSUED BY:



PUBLIC HEALTH DIVISION
Bureau of Community Health Services
Breast and Cervical Cancer Early Detection Program

**GUAM BREAST AND CERVICAL EARLY DETECTION PROGRAM (GBCCEDP)
REQUEST FOR PROPOSAL RFP/DPHSS-2012-008**

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A. GENERAL INFORMATION

1. BACKGROUND

The Guam Department of Public Health and Social Services (DPHSS), Division of Public Health, Bureau of Community Health Services (BCHS), Guam Breast and Cervical Cancer Screening Early Detection Program (GBCCEDP) is requesting proposals from qualified medical facility(s) or individual(s) for breast and cervical cancer screening and diagnostic services.

Program funding is provided by the United States Department of Health & Human Services, Centers for Disease Control and Prevention through the National Breast and Cervical Cancer Screening Early Detection Program (NBCCEDP), Grant Document Number: 1U58DP0003877-01 and Catalog of Federal Domestic Assistance (CFDA) Number 93.283.

The GBCCEDP provide free screening and diagnostic services for breast and cervical cancer to qualified women.

The goal of this program is to reduce the breast and cervical cancer mortality and morbidity rates on Guam, especially among elderly, poor, minority and underserved women.

2. CONTRACTING ENTITY

Government of Guam
Department of Public Health and Social Services
Division of Public Health, Bureau of Community Health Services
Guam Breast and Cervical Cancer Early Detection Program

3. CONTRACT PERIOD

The effective date of any award shall be the date of signature by the Governor. The initial term of the contract shall be from the effective date through June 29, 2013, with an option for renewal up to four (4) additional one (1) year periods, upon the option of the Government, and subject to the availability of funds.

4. TYPE OF CONTRACT

Cost-Reimbursement Cost Contract (2 GAR Div. 4, §3119(e) (3)).

Compensation shall be made based on current **Medicare Part B Reimbursement Rates (See attached Appendix I)** and may be adjusted subject to the availability of funds, satisfactory performance of services, and any change in Medicare Part B Reimbursement Rates.

5. ISSUING CONTRACT OFFICER

JAMES W. GILLAN
Director

Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913
Telephone Number: (671) 735-7101/2
Fax Number: (671) 734-5910

6. CERTIFYING OFFICER

JANINE F. PAESTE
Administrative Services Officer
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913
Tel. Number (671) 735-7107
Fax. Number (671) 734-5910

7. CONTRACT MANAGER

VENANCIO R. IMANIL JR.
Program Coordinator IV
Guam Breast and Cervical Cancer Early Detection Program
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913
Telephone Number: (671) 735-0671/0672
Fax Number: (671) 734-7626

8. DEFINITIONS

The following definitions are used throughout the document.

<i>CDC</i>	means the federal Centers for Disease Control and Prevention.
<i>Contractor</i>	means offeror awarded the contract.
<i>Department</i>	means the Department of Public Health and Social Services, Government of Guam.
<i>GBCCEDP</i>	means the Breast and Cervical Early Detection Program
<i>Government</i>	means the Government of Guam
<i>Offeror</i>	means the organization, facility submitting a proposal in response to this RFP.

Medicare Part B Reimbursement Rates means NBCCEDP Allowable Procedures and
Relevant CPT® Codes

B. INSTRUCTIONS TO THE OFFERORS

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

- 1. Registration of Contact Information:** All parties who receive an RFP, either via the website or email and who are possibly interested in submitting a proposal must register as an interested party by filling out the RFP/DPHSS 2012-008 RFP **Registration of Interested Parties** and deliver it to DPHSS. Only companies who have registered with DPHSS are assured of receiving any amendments to the RFP, responses to inquiries and other procurement documentation. 5 GCA § 5220 (b) makes it clear that the procuring agency is not liable for failure to provide notice to any party who does not register contact information. Acknowledgment of receipt to all amendments and responses to inquiries is required as part of any proposal and only registered offerors will be considered as “potential offerors”. DPHSS maintains a procurement registration log as to those potential offerors who pick up copies of the RFP at DPHSS. In the event the contact information for a potential offeror changes during the procurement process, it shall be the potential offeror/or offeror’s responsibility to update their registration contact information with DPHSS.
- 2. Right to Reject Offers and Cancel the Procurement:** DPHSS shall have the right to reject all offers, and or individual offerors in whole or in part, and/or cancel this RFP, if it is determined to be in the best interest of DPHSS.
- 9. Cover Letter.** A cover letter shall accompany the response to the RFP identifying it as the official response to the DPHSS, GBCCEDP RFP, citing the date of publication of the RFP, the RFP number and published program name. The cover letter shall contain assurances of the following:
 1. The organization understands the requirements and provisions of the “Request for Proposal” and any changes thereto, and is willing and able to provide the services specified in the RFP.
 2. The organization accepts responsibility to be in compliance with all applicable rules, regulations, statutes, and laws pertaining to the program, inclusive of procurement rules and regulations and compliance requirements as stipulated by the Government, DPHSS, GBCCEDP Program.
 3. The organization retains and shall retain the financial capability to provide the required services of this program.
 4. The organization is legally qualified to contract with the Government of Guam.
 5. The organization has not filed for, nor is in the process of filing for bankruptcy.

6. The organization has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
7. The organization ensures that its employees who directly provide the services which are the subject of this agreement and whose occupational titles are listed in the Wage Determination issued by the U.S. Department of Labor as made applicable to Guam by 5 GCA §5801 and §5802, now receive or will receive wages and benefits accordingly. The organization will comply with the Federal regulations on Wage Determination and will be solely responsible for submitting Standard Form 98, if positions are not listed on the current Wage Determination List.
8. The organization ensures compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 P.L. 104-191 and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated there under at 45 CFR Parts 160 and 164.
9. The organization ensures compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers. (Ref. Article 7, Title 5 GCA, Chapter 32)
10. The organization shall adhere to 5 GCA §5253 Restrictions Against Contractor Employing Convicted Sex Offenders from Working at Government of Guam Venues relative to prohibiting convicted sex offenders from being employed in the Government of Guam or by Government contractors.

10. Required Forms. All Offerors shall submit the following notarized affidavits, along with the proposals. Any proposal submitted without the three (3) required affidavits will be automatically considered non-responsive and rejected without evaluation as required by law.

a. Offeror’s Profile.

Provide a brief history of the Offeror, focusing on experience/s relevant to the project. Describe the support staff, computer resources and any other resources available for the project.

Describe the products or services that you propose to provide and how they respond and relate to the requirements listed in this RFA. Provide a detailed history of screening and diagnostic and case management services experience.

- b. A list of the names and addresses of any person who has held more than ten percent (10%) of the outstanding interest or shares in the organization at any time during the current contract (5 GCA, Article 3, Part D, §5233).
 - (1) The affidavit shall contain the number of shares or the percentage of all assets of the organization that were held by each such person during the twelve (12) month period.
 - (2) The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this proposal and shall also contain the amounts of any such commission, gratuity or other compensation.
- c. A non-collusion affidavit certifying that the proposal is genuine and that all statements in the affidavit and proposal are true.
- d. An affidavit of the Offerors' intent to apply for a Vendor's Number with the Guam Department of Administration and a Business License with the Guam Department of Revenue and Taxation upon Notification of Award.

11. Required Signature. The authorized official of the submitting organization shall sign all copies of the cover letter to the proposal. If the Offeror is an entity other than a sole proprietor, the entity shall designate an official to act on behalf of the entity in submitting its proposal. The designation shall be made as a resolution and memorialized in minutes, as may be appropriate. A copy of the resolution or minutes shall be attached to the cover letter.

12. Submission:

- a. Proposals shall be type written, be complete and technically accurate at the time of submission. Proposals shall be submitted on standard white paper and be clipped, stapled, or bound and submitted in a sealed envelope. The proposal, excluding budget narrative, appendices and forms shall be provided on "8.5 x 11" paper, single-spaced and single sided. Pages shall be numbered. Type size shall be no smaller than Times New Roman 12 point.
- b. ***Proposals received by fax machine or email will not be accepted.*** Proposals shall be mailed or delivered to DPHSS. Mailed proposals shall be received on or before the deadline. If delivered, ensure that the envelope containing the proposal is date-stamped by the DPHSS (GBCCEDP personnel).

Mail To:

GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
BUREAU OF COMMUNITY HEALTH SERVICES
Attention: Guam Breast and Cervical Cancer Early Detection Program

123 Chalan Kareta
Mangilao, Guam 96913

Deliver To:

GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
BUREAU OF COMMUNITY HEALTH SERVICES
Attention: Guam Breast and Cervical Cancer Early Detection Program
First Floor, Room 160
123 Chalan Kareta
Mangilao, Guam 96913

- c. Envelopes shall be sealed and labeled indicating the following:

<p style="text-align: center;">REQUEST FOR PROPOSAL TO BE OPENED BY AUTHORIZED PERSONS ONLY RFP/DPHSS 2012-008</p> <p>Guam Breast and Cervical Cancer Early Detection Program Submission Date: _____ Submission Time: _____ Received By: _____ Bureau of Community Health Services Personnel</p>
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- d. **Deadline:**

- a. **An original and five (5) copies** of the proposals shall be submitted or received through the United States Postal Services system **no later than 4:00 p.m., (Guam Time) on October 15, 2012** at the Division of Public Health, Bureau of Community Health Services, Guam Breast and Cervical Cancer Early Detection Program Program, located in Room 230, Second Floor, DPHSS, Mangilao.
- b. **GBCCEDP shall not consider proposals received after the date and time specified.**

C. CONTRACTING INFORMATION AND PROPOSAL PROCESS

Pursuant to 2 GAR Div. 4 §3114, Competitive Selection Procedures for Services Specified in §2112 (Authority to Contract for Certain Services and Approval of Contracts), the Director, DPHSS has determined in writing prior to announcing the RFP that services required meet all requirements of this section.

1. **Contracting Information:**

- a. **Type of Contract.** The Director, DPHSS, has determined in writing that services required under this RFP meet all requirements of a *Cost-Reimbursement Cost Contract* under 2 GAR Div. 4 §3119(e)(3), and shall be used for this award. This contract provides that the Contractor shall be reimbursed for the allowable cost incurred in performing the contract, but shall not receive a fee. Compensation shall be made based on current **Medicare Part B Reimbursement Rates (See Appendix I)** and may be adjusted subject to the availability of funds, satisfactory performance of services, and any change in Medicare Part B Reimbursement rates.

- b. **Term of Contract.** The effective date of any award shall be the date of signature by the Governor. The initial term of the contract shall be from the effective date through June 29, 2013, with an option for renewal up to four (4) additional one (1) year periods, upon the option of the Government, and subject to the availability of funds.

- c. **Modification and Termination of Contracts for Supplies and Services.** Pursuant to 5 Guam Code Annotated (GCA), Div. 1, Article 6, §5350(d), modification of changes in the scope of services is permitted provided that any variations are supported by a written determination that states the circumstances justifying such variation and provided that notice of any such material variation be stated in the RFP.

- d. **Debarment or Suspension:**
 - (1) Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the DPHSS which may include, but is not limited to, the following:
 - a. Rejection of a bidder's proposal;
 - b. Suspension of the bidder from further bidding with the DPHSS for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

 - (2) Causes for debarment or suspension of an Offeror pursuant to 5 GCA, Article 9, §5426 include but to not limited to:
 - a) Conviction or commission of criminal offense as an incident to obtaining or attempting to obtain a private contract or subcontract, or in the performance of such contract or subcontract;
 - b) Conviction under territorial or federal statutes of embezzlement, thief, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other

offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as territorial contractor;

- c) Conviction under federal statutes arising out of the submission of bids or proposal;
- d) Violation of contract provision, as set forth below, of a character which is regarded by the Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency to be so serious as to justify debarment action:
 - (i) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (ii) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one contract or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- e) any other cause the Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency determine to be so serious and compelling as to affect responsibility as territorial contractor, including debarment from other government entity for any cause listed in the regulations of the Policy office;
- f) for violations of the ethical standards set forth in Article 11 of this chapter;
- g) filing frivolous or fraudulent petitions, protest or appeal under § 5425(e), § 5426(f), § 5427(e) of this chapter.

(3) Decision. Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency shall issue a written decision to debar or suspend. The decision shall:

- (a) state the reason for action taken; and
- (b) inform the debarred or suspended person involved of its right to judicial or administrative review as provided in this chapter.

(4) Notice of Decision. A copy of the decision under Subsection (c) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any party intervening;

(5) Finality of decision. A decision under Subsection (c) or (f) of this section shall be final and conclusive, unless fraudulent, or an appeal is taken of the Public Auditor in accordance with §5706 of this chapter;

- (6) Any member of the public may petition the Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency to take action to debar or suspend pursuant to Subsection (a) of this Section. An investigation of each petition shall be conducted promptly and a written report should be made of findings of fact and action taken.

2. **Proposal Process:**

- a. **Clarification of Specifications.** Discrepancies, omissions, or doubts as to the meaning of the specifications of the contracting entity for interpretation, should be communicated in writing to the **Department of Public Health and Social Services** and clearly marked: **“RFP Number RFP/DPHSS-2012-008; GBCCEDP Questions.”** It is preferred that questions are sent via email to: venancio.imanil@dphss.guam.gov or via facsimile to (671) 734-7626 and must include a cover sheet clearly indicating that the transmission is to the attention of Venancio R. Imanil Jr. showing the total number of pages transmitted, and clearly marked “RFP Number RFP/DPHSS-2012-008 ; GBCCEDP Questions”.

Bidders should act promptly and allow sufficient time for a reply to reach them before the submission of their proposal. Interpretation, if required, shall be in the form of a modification to the specifications and forwarded to all prospective bidders, and its receipt acknowledged by the bidder on the proposal form.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

- b. **Written Inquiries.** Written inquiries concerning this RFP must be received by October 10, 2012 and sent to the address information noted below or via e-mail addressed to venancio.imanil@dphss.guam.gov Written inquiries must be specific and must reference the RFP number, page, paragraph, and line or sentence to which the question relates. The DPHSS’s written replies to Offeror’s questions will be recognized as official only if the Offeror submits the questions in writing. Offerors are specifically cautioned that verbal discussions, questions, and replies thereto shall not have the effect of changing the provisions of the written RFP.

- c. **Receipt and Handling.** Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two (2) or more RFP Evaluation Committee members.
- d. **Confidentiality of Trade Secrets and Nondisclosure of Data.** Any Offeror may designate those portions of the proposals that contain trade secrets or other proprietary data that may remain confidential. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the Director, DPHSS or designee, shall examine the request in the proposals to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the Director, DPHSS or designee shall inform the Offeror in writing what portion of the proposal shall be disclosed and that, unless the Offeror withdraws the proposals or protests under 5 GCA, Chapter 5, Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the proposal shall be so disclosed.
- e. **Evaluation.** Proposals shall be evaluated only on the basis of evaluation factors stated in the RFP. The DPHSS reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. Additionally, the DPHSS reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.
- f. **Non-Obligation of the DPHSS.** This RFP does not obligate the DPHSS, GBCCEDP Program to award a contract for services or supplies.

3. **Evaluation Process:**

- a. **Criteria.** Each Proposal will be evaluated by members of the RFP Evaluation Committee. This committee will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the RFP Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the contact individuals can clarify issues or render any opinion regarding this Request for Proposal. No employee of the DPHSS or member of the RFP Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

The criteria for determining a responsible Offeror shall include but not limited to:

- (1) The ability, capacity and skill of the bidder to deliver and implement the services that meets the requirements of this Request for Proposal;
 - (2) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - (3) Whether the bidder can perform the contract within the specified time frame;
 - (4) The quality of bidder performance on prior contracts;
 - (5) Such other information that may be secured and that has a bearing on the decision to award the contract; and
 - (6) Cost.
- b. **Disclosure of Information.** Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the DPHSS shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open to public inspection except as otherwise provided in the contract.
- c. **Inspection of Facilities.** The DPHSS shall have the right to inspect the proposed offices and facilities to be utilized in this program during the evaluation period to determine their suitability, compliance with guidelines, licenses and accreditation. DPHSS and Contractor shall have periodic meetings to discuss the issues and concerns related to the provision of services and solve problems as needed.
- d. **Access to Materials.** The Contractor shall provide DPHSS staff access to all materials, laboratory results and patients' records relevant to the services provided.
- e. **Reference Checks.** The DPHSS reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the Offeror in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, etc.), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

- f. **Modification or Withdrawal and Rejection of Proposals.** Proposals may be modified or withdrawn by the Offeror at any time prior to the conclusion of discussions by written notification to the Director, DPHSS or designee.

4. **Proposal Evaluation Factors:**

Total Number of Points Used to Score this Proposal is 100.

Scope of Work: 40 Points

- 1. Plan for performing breast and cervical Cancer screening, diagnostic follow-up for breast and cervical cancer, quality assurance, patient education and professional education and treatment referral services.

- a. The Contractor must have the ability to perform the above services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services.
- b. The Contractor must have the personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.
- c. The Contractor conducting mammography screening procedures must meet the regulations for mammography quality assurance developed by the Food and Drug Administration (FDA), most recently re-authorized and finalized on October 31, 1998, and must be MQSA (Mammography Quality Standard Act)-certified and use the American College of Radiology (ACR) Breast Imaging Reporting and Data System (bi-RADS) and should be updated and revised in accordance with the specified guidelines.

All mammography tests must be interpreted by a licensed radiologist.

- d. All laboratory services must be performed by a CLIA - Certified Laboratory, according to the requirements of 42 CFR Part 493, Laboratory Requirements Clinical Laboratory Improvement Act (CLIA), Public Health Service Act, Subpart 2, Chapter 3535 Clinical Laboratories.

Pap test (liquid-based) must be interpreted by a certified pathologist using Bethesda Reporting System which may be updated and should be updated and revised in accordance with the specified guidelines.

Knowledge of Business: 20 Points

Past experience/performance of similar work with government agencies or private entities that indicates organization's ability to provide and maintain performance of required services. Organization's past record of upholding contractual agreements indicates its stability to provide continual quality services, including Audit Reports and the latest Program Reports, if available. Include such factors as financial management ability, control of costs, quality of work, and ability to meet schedules/ contractual requirements.

Contractor Records Management: 15 Points

Contractor shall maintain records documenting the type and/or results of medical and/or diagnostic services provided to the GBCCEDP clients.

Billing: 10 Points

The Contractor shall submit weekly invoices to the Government of Guam's designated Contact Person for RFP defined herein.

Cultural Competence: 5 Points

The contractor shall deliver culturally competent services. Culturally competent services encompass set of behaviors, skills, attitudes and policies that promote awareness, acceptance and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations.

Respect and Dignity: 5 Points

The contractor shall provide services in a manner which respect the dignity of each service recipients, including but not limited to provisions or accommodations.

Client Satisfaction: 5 Points

The contractor shall establish and maintain an effective process for recipients to make complaints or raise concerns about the services they received.

5. **Selection Process:**

- a. The Department's RFP Committee will evaluate all proposals. This evaluation committee will be comprised of members selected by the Department of Public Health and Social Services.
- b. As applicable, the Evaluation Committee will consult from time to time with appropriate staff from regulatory and service agencies within the

Government of Guam on compliance and technical matters they believe appropriate.

- c. Proposals will be evaluated based on the criteria previously established and the Evaluation Committee will negotiate with the highest ranked proposer overall.
- d. Fee schedules must conform to the current **Medicare Part B Reimbursement Rates** enclosed in the invitation packet. Any change in costs in future years shall be limited to the change in annual Medicare rates on Guam for services provided.
- e. All proposals submitted in response to this request for proposal shall be uniformly evaluated based on the ability of the offeror(s) to perform the required services. Final selection will be made by the Director of the Department of Public Health and Social Services.
- f. The Director, DPHSS or designee shall negotiate a contract with the best qualified Offeror(s) for the required services at a cost determined in writing to be fair and reasonable, after taking into account the estimated value of the required services, and the scope, complexity, and nature of such services. The Agreement price may be adjusted subject to the availability of federal funds, and any change in Medicare Part B rates.
- g. If cost, contract requirements, and contract documents are agreed upon with the best qualified Offeror(s), the contract shall be awarded to that Offeror(s).
- h. ***One or more contract awards on this RFP may be made at the sole discretion of the Department of Public Health and Social Services based on the Department's need to acquire a full range of services to be made available and in order to provide alternative service sites for full accessibility.***

6. **Ranking of offerors and determination of best qualified offeror(s):**

Upon conclusion of the evaluations, the points assigned by the Evaluation Committee will be tabulated and ranked. The offerors from the highest number of points received to the lowest number. The maximum point an offeror may receive from a single evaluator is 100 points. The minimum points considered acceptable is 60, but the Evaluation Committee has the discretion to lower the threshold if none of the offerors receive more than 60 points, or if the number of offerors responding to this Request for Proposals is less than three. The highest ranked offeror is considered the best qualified and so on and Evaluation Committee will negotiate with offerors in the order ranked.

In case of a two-way tie, the Evaluation Committee has the discretion to decide which of the two tied offerors is better qualified. In the case of a three-way tie, or more, the Evaluation Committee has the discretion to decide the ranking of those tied.

Multiple awards will be made under this procurement.

7. **Failure to Negotiate Contract with Best Qualified Offeror(s):**

- a. If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror(s), a written record stating the reasons therefore shall be placed in the file and the Director, DPHSS or designee shall advise such Offeror(s) of the termination of negotiations which shall be confirmed by written notice within three (3) days.
- b. Upon failure to negotiate a contract with the best qualified Offeror(s), the Director, DPHSS or designee may enter into negotiations with the next most qualified Offeror(s). If cost, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that Offeror(s). If negotiations again fail, negotiations shall be terminated as provided above and commence with the next qualified Offeror(s).

8. **Notice of Award:**

- a. Written notice of award shall be public information and made a part of the contract file.
- b. The award of any contract, based on the proposal received in response to this RFP, is contingent upon the DPHSS, GBCCEDP Program receiving adequate funding from the Centers for Disease Control and Prevention, U.S. Department of Health and Human Services.

9. **Right to Protest and Be Heard:** Any actual or prospective Offeror who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, may protest to the Director, DPHSS, in accordance with the provisions of 5 GCA, Article 9 and as otherwise provided for by law, rule or regulation.

D. REQUIRED FORMS

1. Local Forms – (See Appendix III)

- a. Affidavit Disclosing Ownership and Commission
- b. Affidavit re Non-Collusion
- c. Affidavit re No Gratuities or Kickbacks
- d. Affidavit re Ethical Standards
- e. Affidavit re Contingent Fees
- f. Declaration Re Compliance with 5 GCA § 5150
- g. Declaration Re Compliance with U.S. DOL Wage Determination

2. Federal Forms – (See Appendix IV)

- a. Certification Regarding Debarment
- b. Certifications and Assurances

- c. Assurances Non Construction Programs

E. OFFEROR'S BACKGROUND INFORMATION

1. Offeror's Professional History:

- a. Briefly describe the history of the Offeror, focusing on experience relevant to the project. Describe the support staff, and any other resources available for the project. In your organization and its mission as it relates to providing GBCCEDP Services, including incorporation date, if applicable, and principal sources of financial support.
- b. List past experience/s with GBCCEDP screening, diagnostic services and case management administered by your organization and significant accomplishments.
- c. List all government and/or state or GBCCEDP contracts awarded in the previous three (3) years by title and contract amounts.

2. Offeror's Financial Condition:

- a. If your organization was awarded a government and/or state contracts, list citations in the areas of procurement, questioned costs or material weaknesses identified by the Government and/or State through a program audit, including the status or resolution of each listed.
- b. If your organization was awarded a government and/or state contract, list occurrences in which your organization failed to submit timely audits and reasons for such failure to submit.
- c. List organization's defaults of material and financial obligations over Five Thousand Dollars (\$5,000.00). Indicate any liens or levies attached to your organization's property or earnings as a result of such obligations, and the status and resolution of each obligation.
- d. Tax-exempt organizations shall attach a copy of their latest Annual Information Return including Form 990, schedules and supporting documents (Ref. 26 CFR Part 301 §6104 (d)).
- e. For new Offerors, provide a copy of your organization's latest Audit Report, and if not available, state reason.

F. SCOPE OF WORK: PROGRAM SPECIFICATIONS

Through a cooperative agreement with the U.S. Centers for Disease Control and Prevention (CDC), the Guam Department of Public Health and Social Services is

receiving federal funds to implement a Breast and Cervical Cancer Early Detection Program (GBCCEDP) for Guam's women over a new period of five years. Guam GBCCEDP is in its first year of operation for the new 5-year grant period (June 30, 2012 to June 29, 2017) The GBCCEDP does not cover treatment services to women diagnosed with breast and/or cervical cancer. They will be provided assistance to seek community resources by the DPHSS's Medical Social Services Section.

This project involves screening, re-screening and services for breast and cervical cancer, for qualified women. It also includes referral, follow-up, tracking and recall of women with abnormal results to ensure that appropriate services is provided timely until final diagnosis is made. Additionally, women who are diagnosed with breast or cervical cancer should be referred to the GBCCEDP for further evaluation and referred for appropriate and timely treatment. It also involves patient and provider education.

The goal of this program is to reduce the breast and cervical cancer mortality rates on Guam, especially among elderly, poor, minority and underserved women.

The Department is in need of a qualified medical facility(s) or individual, to provide ALL or some of the breast and cervical cancer screening, re-screening, diagnostic services (to include medical pathology and consultation services), case management, quality assurance, patient and professional education required by its Breast and Cervical Cancer Early Detection Program, as well as adjunctive activities as shall be specified.

Services that are not available at the medical facility submitting the RFP may subcontract the service(s) to an individual or to other medical facility(s) offering that service(s). The subcontractors must meet the following:

1. The contractor must develop written contract agreement, to include payment of services, with all subcontractors who provide services to GBCCEDP participants.
2. All subcontractors must be held subject to the same requirements as the contractor.
3. A complete copy of any and all written agreements executed between contractor and subcontractor must be provided with the GBCCEDP

Funding shall be available to any qualified facility(s) or individual that shall provide all or some of the services required for the GBCCEDP clients.

The health care facility that will conduct mammography testing must be accredited and certified by the Mammography Quality Service Accreditation (MQSA) and use the American College of Radiology (ACR) Breast Imaging Reporting and Data System (BI-RADS) and should be updated and revised in accordance with the specified guidelines.

All mammography tests must be interpreted by a licensed radiologist.

All laboratory services must be performed by a CLIA - Certified Laboratory, according to the requirements of 42 CFR Part 493, Laboratory Requirements Clinical Laboratory

Improvement Act (CLIA), Public Health Service Act, Subpart 2, Chapter 3535 Clinical Laboratories.

Pap test (liquid-based) must be interpreted by a certified pathologist using Bethesda Reporting System which may be updated and should be updated and revised in accordance with the specified guidelines.

Summary of Services

The contractor shall provide the following services for the GBCCEDP to achieve the goals of early detection of breast and cervical cancer which shall include but not limited to the following:

1. In-reach
2. Breast and/or cervical cancer screening
3. Diagnostic follow-up for breast and/or cervical cancer
4. Tracking and follow-up
5. Treatment referral services
6. Patient education
7. Professional education
8. Quality assurance
9. Timely submission of Invoices, patients' clinical, laboratory and pathology results

In-reach

The contractor shall process initial assessment of women who comes in as walk-ins and refer them to GBCCEDP for determination of eligibility and enrollment to the program.

Screening Guidelines

The contractor shall provide breast and cervical cancer screening and diagnostic, follow-up and referral in accordance with current GBCCEDP Screening Guidelines for Breast and Cervical Cancer which will be reviewed, updated or revised as required.

Coordination

The contractor shall designate a staff who shall:

1. Manages and oversees services provide to GBCCEDP participants.
2. Serves as the Point of Contact.
3. Oversees and monitors compliance of the program components, policies and CDC performance indicators.
4. Attends all required meetings and training sponsored by GBCCEDP.

Follow-up of Abnormal Screening

The contractor shall designate a clinical staff that will collaborate with GBCCEDP Coordinator to develop and implement a "patient care plan" to include the following:

1. Scheduling of diagnostic follow-up;
2. Providing assistance through the existing health care delivery system to include referral for treatment services for participants diagnosed with breast and/or cervical cancer.

Tracking System

The contractor shall implement a system which shall be used on an ongoing basis to document and track all services provided to Program participants to determine timely and appropriate provision of services.

Education and Promotion

1. Utilize existing health care delivery mechanisms and health promotion programs to provide public and patient education to Program participants specific on breast and cervical cancer prevention and early detection.
2. Provide professional education to clinic staff that addresses breast and cervical cancer prevention and early detection.

Diagnosis and Referral

The contractor shall inform all Program participants who are diagnosed with breast and/or cervical cancer that the Program does not treatment services however; they must be referred to the GBCCEDP for documentation and referrals to appropriate community services.

Quality Assurance

The contractor shall comply with the GBCCEDP quality assurance standards/performance indicators (see pp 23-24), Screening Guidelines for Breast Cancer in Guam, 2010 and Screening Guidelines for Cervical Cancer in Guam, 2010, DPHSS, BCHS, GBCCEDP. The Screening Guidelines for Breast Cancer in Guam, 2010 and , Screening Guidelines for Cervical Cancer in Guam, 2010 are available at the DPHSS website: <http://www.dphss.guam.gov> and are incorporated in this RFP as if fully rewritten. For further information, please contact:

VENANCIO R. IMANIL JR.
Program Coordinator IV
Guam Breast and Cervical Cancer Early Detection Program
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913
Telephone Number: (671) 735-0671/0672
Fax Number: (671) 734-7626
E-mail: venancio.imanil@dphss.guam.gov

Data and Tracking

The contractor shall provide patients' data for each enrolled participant to the GBCCEDP, including but not limited to:

1. Patients demographics
2. Breast and cervical cancer screening and diagnostic and pathology results

Days and Hours of Operation

The contractor shall provide services after hours or during week-end.

G. DETAILED SPECIFICATION:

1. Product and Service Requirements

- a. The Contractor will perform the activities necessary to fulfill the requirements of the GBCCEDP. The signed contract will be the controlling document relating to the scope of work to be provided by the Contractor, and will specify types and dates for deliverables which in turn will form the basis for payment to the Contractor. The Contractor will meet the following product service requirements.
- b. Develop and maintain procedures to ensure confidentiality of information provided by the patients in compliance with the HIPPA regulations.

2. Reporting Systems and Deliverables

In full consideration for the services satisfactorily performed by the Contractor under this Agreement, the Department agrees, subject to receipt of federal funds under the Federal Grant, to pay Contractor a total amount that shall not exceed what would have been paid out under Part B of Title XVIII of the Social Security Act (42 U.S.C. 1395j et seq.) for such services. **(See Appendix I, 2012 Medicare Part B Reimbursement Rates)**

Final settlement of this Agreement shall include submission and acceptance of all reports and other materials to be submitted by the Contractor to the Department, resolution of all discrepancies in expenditures or performance of services, and completion of all other outstanding matters under this Agreement.

3. Financial Requirements and Submission of Fees

- a. Budget Certifying Statements. The Applicant will submit a statement certifying that the total bid price will include services and requirements, as described in this request for proposal, for the term of the contract period.
- b. Invoicing.

Compensation shall be made in accordance with and subject to the following conditions:

- (1) Payments shall be made to Contractor based on **2012 Medicare Part B Reimbursement Rates** and upon receipt of the original invoice for the services provided and upon certification by the Director of the Department of Public Health and Social Services.
- (2) Original invoices shall be certified by the Contractor to be actual expenditures incurred under this Agreement.

- (3) Contractor expenditure reports shall be reviewed by the Department and shall be subject to the Department's determination of appropriateness and allowability of the reported expenditures.

The Invoice shall be submitted to:

GUAM BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM
Bureau of Community Health Services
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, Guam 96913-6304

The Following Performance Standards for the Guam Breast and Cervical Cancer Early Detection Program shall be addressed in this Proposal:

H. PERFORMANCE INDICATORS

The contractor shall meet or exceed all Performance Indicators as established and Mandated by CDC NBCCEDP. The GBCCEDP shall use these indicators to evaluate the contractor's performance and determine contract funding levels for current and future contracts.

The Performance Indicators are:

Indicator Type	DQIG Item	Program Performance Indicator	CDC Standard
Screening	6.a.	Initial Pap test; Rarely or Never Screened	≤ 20%
	19.e.	Mammogram Provided to Women ≥ 50 Years of Age	≥ 75%
Cervical Cancer Diagnostic Indicator	11.a.	Abnormal Screening Results with Complete follow-up	≥ 90%
	16.d.	Abnormal Screening Results; Time from Screening to Diagnosis > 90 days	≤ 25%
	17.	Treatment Started for Diagnosis of HSIL, CIN II, CIN III and CIS, Invasive.	≥ 90%
	18.d.	of HSIL, CIN II, CIN III and CIS; Time from Screening to Diagnosis > 90 days	≤ 20%
	18.g.	Invasive Carcinoma; Time from Screening to Diagnosis > 90 days	≤ 20%
Breast Cancer Diagnostic Indicator	20.a.	Abnormal Screening Results with Complete follow-up	≥ 90%
	25.d.	Abnormal Screening Results; Time from Screening to Diagnosis > 60 days	≤ 25%
	26.	Treatment Started for Breast Cancer	≥ 90%
	27.d.	Breast Cancer; Time to Diagnosis to Treatment	≤ 20%

Note:

HSIL (high grade intraepithelial lesion)

CIN II (mild cervical dysplasia/cervical intraepithelial neoplasia)

CIN III (moderate cervical dysplasia/cervical intraepithelial neoplasia)

CIS (carcinoma in situ)

Other GBCCEDP Performance Indicators are:

1	Patients with the following diagnoses must be referred to the GBCCEDP within 48 hours or sooner for appropriate services: <ul style="list-style-type: none">• HSIL (high grade intraepithelial lesion)• CIN II (mild cervical dysplasia/cervical intraepithelial neoplasia)• CIN III (moderate cervical dysplasia/cervical intraepithelial neoplasia)• CIS (carcinoma in situ)• Invasive carcinoma
2	Percentage assessment incomplete (further imaging studies or film comparisons required) should not be more than 19%.

I. CLARIFICATION OF LANGUAGE

- a. The terms "respondent," "Offeror", "proposer", and "applicant" are used synonymously in this document. "Must," "shall" and "will" denote mandatory compliance of a requirement in this document. The term "GBCCEDP" is used synonymously with the Guam Breast and Cervical Cancer Early Detection Program, the term "state" is used synonymously with the Territory of Guam and the Department of Public Health and Social Services, the term "program" is used synonymously with the Guam Breast and Cervical Cancer Early Detection Program of the DPHSS.
- b. "Demographic information" shall mean information including, but not limited to: age, gender, race and ethnicity relevant to Guam's population, citizenship, health status, including pregnancy status, village/community and educational attainment and any other characteristics not necessarily identifiable to any single person but necessary or useful for the statistical study of the population served or intended to be served by the quitline.
- c. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities,

telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

J. CONTRACT TERMS AND CONDITIONS: This section shall be modified in writing at any time due to changes in Federal statues or regulations, a material change in local law, organization, policy or state agency operation. (See Appendix IV)

K. GENERAL SUBMISSION REQUIREMENTS

A. Management Proposal Specifications

The proposal shall detail the respondent's familiarity and experience with this type of service contract and demonstrated ability to serve the GBCCEDP needs for services associated with these activities. The respondent shall detail its familiarity and ability to provide quality service, meeting industry and government guidelines. (Includes Total Description of Experience, Business Operations Requirements, Staffing Qualifications, Data Collection and Reporting, Quality Assurance and Quality Improvement, and Workplan and Timeline.)

B. Budget Certifying Statements

The Applicant shall submit a statement certifying that the total bid price will include services and requirements, as described in this request for proposal, for the term of the contract period.

C. Financial Interest

Financial interest in project is limited to the project itself. A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other bidder or with a competitor. In addition, the bidder is prohibited from making multiple proposals in a different form, i.e., as a prime bidder and as a subcontractor to another prime bidder.

Appendix I

2012 MEDICARE PART B REIMBURSEMENT RATES

(2012 NBCCEDP Allowable Procedures and Relevant CPT® Codes)

2012 NBCCEDP Allowable Procedures and Relevant CPT® Codes

Listed below are allowable procedures and the corresponding suggested CPT codes for use in the National Breast and Cervical Cancer Early Detection Program (NBCCEDP) under these general conditions:

- Screening services should include CBE, pelvic exam, mammogram, and a Pap smear.
- Reimbursement for treatment services is not allowed.
- Programs are required to detail in their application the procedures and reimbursement rates that they will be routinely using to provide these services.
- The suggested CPT codes are not all-inclusive and Programs may utilize other, including temporary, CPT codes for an approved procedure.
- When questions arise regarding the appropriateness to utilize a procedure not listed in a Program's application, the Program's local medical advisory board or consultant should be consulted to determine if the procedure is warranted given the overall intent of the CDC funding and amount of resources the program has available.
- However, the use of procedures not listed in the application should be an exception (used in less than 5% of the screening population) and not the rule.
- As always, Programs are required to be responsible stewards of the NBCCEDP funds and use screening and diagnostic dollars in an efficient and appropriate manner

OFFICE VISITS		FOOT NOTE	Medicare 2012	Mod 26	Mod TC
99201	New Patient; history, exam, straightforward decision-making; 10 minutes		45.97		
99202	New Patient; <i>expanded</i> history, exam, straightforward decision-making; 20 minutes		77.71		
99203	New Patient; <i>detailed</i> history, exam, straightforward decision-making; 30 minutes		111.77		
99204	New Patient; <i>comprehensive</i> history, exam, moderate complexity decision-making; 45 minutes	1	169.11		
99205	New Patient; comprehensive history, exam, high complexity decision-making; 60 minutes	1	209.39		
99211	Established Patient; evaluation and management, may not require presence of physician; 5 minutes		21.68		
99212	Established Patient; history, exam, straightforward decision-making; 10 minutes		45.97		
99213	Established Patient; <i>expanded</i> history, exam, straightforward decision-making; 15 minutes		75.14		
99385	<i>Initial</i> comprehensive preventive medicine evaluation and management; history, examination, counseling/guidance, risk factor reduction, ordering of appropriate immunizations, lab procedures, etc; 18-39 years of age	2	N/A		
99386	Same as 99385, but 40-64 years of age	2	N/A		

OFFICE VISITS		FOOT NOTE	Medicare 2012	Mod 26	Mod TC
99387	Same as 99385, but 65 years and older	2	N/A		
99395	<i>Periodic</i> comprehensive preventive medicine evaluation and management; history, examination, counseling/guidance, risk factor reduction, ordering of appropriate immunizations, lab procedures, etc; 18-39 years of age	2	N/A		
99396	Same as 99395, but 40-64 years of age	2	N/A		
99397	Same as 99395, but 65 years and older	2	N/A		

BREAST SCREENING & DIAGNOSTIC PROCEDURES		Medicare 2011	Mod 26	Mod TC	Facility Fee
77057	Screening Mammogram, Bilateral (2 view film study of each breast)	89.44	35.38	54.05	
77055	Mammography, Diagnostic Follow-up, Unilateral	96.90	35.38	61.51	
77056	Mammography, Diagnostic Follow-up, Bilateral	124.13	43.77	80.37	
77031	Stereotactic localization guidance for breast biopsy or needle placement	158.17	80.55	77.62	
77032	Mammographic guidance for needle placement, breast	58.90	28.02	30.88	
76098	Radiological examination, surgical specimen	20.46	8.04	12.41	
76645	Ultrasound, breast(s), unilateral or bilateral, B-scan and/or real time with image documentation	99.70	27.51	72.51	
76942	Ultrasonic guidance for needle placement, imaging supervision and interpretation	234.14	33.97		
19000	Puncture aspiration of cyst of breast	120.77			44.17
19001	Puncture aspiration of cyst of breast, each additional cyst, <i>used with 19000</i>	21.77			21.77
19100	Breast biopsy, percutaneous, needle core, not using imaging guidance	120.77			69.06
19101	Breast biopsy, open, incisional	362.37			1091.22
19102	Breast biopsy, percutaneous, needle core, using imaging guidance; <i>for placement of localization clip use 19295</i>	230.83			192.03

BREAST SCREENING & DIAGNOSTIC PROCEDURES		Medicare 2011	Mod 26	Mod TC	Facility Fee
19103	Breast biopsy, percutaneous, automated vacuum assisted or rotating biopsy device, using imaging guidance	606.03			
19120	Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion; open; one or more lesions	507.81			1091.22
19125	Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion	562.03			1091.22
19126	Excision of breast lesion identified by preoperative placement of radiological marker, open; <i>each additional lesion separately identified by a preoperative radiological marker</i>	159.52			1091.22
19290	Preoperative placement of needle localization wire, breast	175.71			
19291	Preoperative placement of needle localization wire, breast; each additional lesion	74.09			
19295	Image guided placement, metallic localization clip, percutaneous, during breast biopsy	105.11			
10021	Fine needle aspiration without imaging guidance	158.84			71.25
10022	Fine needle aspiration with imaging guidance	149.08			65.81
88172	Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s)	56.96	35.12	21.84	
88173	Cytopathology, evaluation of fine needle aspirate; <i>interpretation and report</i>	152.20	70.26	81.94	
88305	Surgical pathology, gross and microscopic examination	117.92	37.55	80.37	
88307	Surgical pathology, gross and microscopic examination; requiring microscopic evaluation of surgical	261.53	82.18	179.35	

BREAST SCREENING & DIAGNOSTIC PROCEDURES			Medicare 2011	Mod 26	Mod TC	Facility Fee
	margins					
G0202	Screening Mammogram, Digital, Bilateral	3	157.00	35.78	121.22	
G0204	Diagnostic Mammogram, Digital, Bilateral	3	189.34	44.55	144.79	
G0206	Diagnostic Mammogram, Digital, Unilateral	3	149.53	35.78	113.76	
00400	Anesthesia for procedures on the integumentary system, anterior trunk, not otherwise specified. Medicare Base Units = 3	4	21.33			
Various	Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure.					

CERVICAL SCREENING & DIAGNOSTIC PROCEDURES			Medicare 2011	Mod 26	Mod TC
88164	Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening under physician supervision		14.97		
88141	Cytopathology (conventional Pap test), cervical or vaginal, any reporting system, <i>requiring interpretation by physician</i>		31.12		
88142	Cytopathology (liquid-based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening under physician supervision	5	28.70		
88143	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening and rescreening under physician supervision	6	28.70		
88174	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system, under physician supervision	6	30.26		
88175	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system and manual rescreening, under physician supervision	6	37.52		

CERVICAL SCREENING & DIAGNOSTIC PROCEDURES			Medicare 2011	Mod 26	Mod TC
87621	Papillomavirus, Human, Amplified Probe <ul style="list-style-type: none"> Hybrid Capture II from Digene – HPV Test [High Risk Typing, only] Cervista HPV HR 	7	49.71		
57452	Colposcopy of the cervix		115.30		
57454	Colposcopy of the cervix, with biopsy and endocervical curettage		161.42		
57455	Colposcopy of the cervix, with biopsy		151.80		
57456	Colposcopy of the cervix, with endocervical curettage		143.81		
57460	Endoscopy with loop electrode biopsy(s) of the cervix	9	314.77		
57461	Endoscopy with loop electrode conization of the cervix	9	352.74		
57500	Biopsy, single or multiple, or local excision of lesion, with or without fulguration (separate procedure)		141.84		
57505	Endocervical curettage (not done as part of a dilation and curettage)		110.08		
57520	Conization of cervix, with or without fulguration, with or without dilation and curettage, with or without repair; cold knife or laser	9	326.18		
57522	Loop electrode excision procedure	9	279.76		
58100	Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure)		90.87		
58110	Endometrial sampling (biopsy) performed in conjunction with colposcopy (List separately in addition to code for primary procedure)	10	50.28		
88305	Surgical pathology, gross and microscopic examination		117.92		
88331	Pathology consultation during surgery, first tissue block, with frozen section(s), single specimen		100.29		
88332	Pathology consultation during surgery, first tissue block, with frozen section(s), each additional specimen		43.73		
99070	Supplies and materials (except spectacles), provided by the physician over and above those usually included with the office visit or other services rendered (list drugs, trays,	8			

CERVICAL SCREENING & DIAGNOSTIC PROCEDURES		Medicare 2011	Mod 26	Mod TC
	supplies, or materials provided)			

PROCEDURES SPECIFICALLY NOT ALLOWED		
Any	Treatment of breast cancer, cervical intraepithelial neoplasia and cervical cancer.	
Any	HPV testing for screening purposes	
Any	Computer Aided Detection (CAD) in breast cancer screening or diagnostics	
Any	Magnetic Resonance Imaging (MRI) in breast cancer screening or diagnostics	

END NOTES	
1	Effective January 1, 2010; CMS eliminated all consultation codes, which included codes that had been on this list: 99241, 99242, 99243, and 99244. As of that date, consultations should be billed through the standard “new patient” office visit CPT codes: 99201-99205. Consultations billed as 99204 or 99205 must meet the criteria for these codes. These codes (99204-99205) are <u>not</u> appropriate for NBCCEDP screening visits.
2	The type and duration of office visits should be appropriate to the level of care necessary for accomplishing screening and diagnostic follow-up within the NBCCEDP, and reimbursement rates should not exceed those published by Medicare. While the use of 993XX-series codes may be necessary in some programs, the 993XX Preventive Medicine Evaluation visits themselves are not appropriate for the NBCCEDP. 9938X codes shall be reimbursed at or below the 99203 rate, and 9939X codes shall be reimbursed at or below the 99213 rate. [Source: NBCCEDP Blast Email, Dated 2/9/06 and NBCCEDP Blast Email, Dated 12/11/07.]
3	Effective July 1, 2009, the NBCCEDP the digital mammography policy is revised to allow payment for digital screening and diagnostic mammography up to the applicable rates approved by Medicare. [Source: Full Field Digital Mammography Policy Implementation Plan, dated November 4, 2008] Until July 1, 2009, digital mammography is approved for reimbursement at the conventional film mammography rate. [Source: Digital Mammography Policy Statement, Dated 10/6/05]
4	Medicare’s methodology for the payment of anesthesia services are outlined in the Medicare Claims Processing Manual, Chapter 12, pages 99-107, available here: http://www.cms.hhs.gov/manuals/downloads/clm104c12.pdf The carrier-specific Medicare anesthesia conversion rates are available here: http://www.cms.hhs.gov/center/anesth.asp
5	Effective July 2007, reimbursement for liquid-based cytopathology may be made at the appropriate Medicare rate (or less) for these CPT code(s). Programs are expected to provide the following: 1) a budget which incorporates the costs of using LBT on a biennial basis; 2) capability of using CPT codes and MDE codes which reflect which technology was utilized;

	3) a method of ensuring that patients are not over screened; and 4) a patient and/or provider reminder system which prevents the loss of patients to follow-up, and ensures that women return biennially for cervical cancer screening. [Source: NBCCEDP Blast Email, Dated 12/20/2005]
6	These procedures must be reimbursed at the applicable 88142 Medicare reimbursement rate (or less). [Source: NBCCEDP Blast Email, Dated 9/27/06]
7	HPV DNA testing is a reimbursable procedure if used in the follow-up of an ASC-US result from the screening exam, or for surveillance at one year following an LSIL Pap test and no CIN2,3 on colposcopy-directed biopsy. It is not reimbursable as a primary screening test for women of all ages or as an adjunctive screening test to the Pap for women ≥ 30 years of age. Providers should specify the high-risk HPV DNA panel only; reimbursement of screening for low-risk HPV types is not permitted. [Source: 2006 Consensus Guidelines for the Management of Women with Abnormal Cervical Cancer Screening Tests] The CDC will allow for reimbursement of Cervista HPV HR, however, only at the same rate as the Digene Hybrid-Capture 2 HPV DNA Assay. CDC funds cannot be used for reimbursement of Cervista HPV 16/18. [Source: Ask Dr Miller Letter, June 2009]
8	This charge should be used with caution to ensure that programs do not reimburse for supplies, the cost of which, has already been accounted for in another clinical charge.
9	A LEEP or conization of the cervix, as a diagnostic procedure, may be reimbursed based on ASCCP recommendations and according to their algorithm on the management of women with HSIL. Grantees are strongly encouraged to develop policies to closely monitor these procedures and should pre-authorize this service for reimbursement by having it medical advisory committee or designated clinical representative(s) review these cases in advance, and on an individual basis. [Source: NBCCEDP Blast Email, dated 5/27/04 and the NBCCEDP Policy & Procedures]
10	Added subsequent to "Ask Dr Lawson #9" correspondence: November 2007.

*CPT codes, descriptions and other data only are copyright of the American Medical Association.
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"CPT" is a trademark of the American Medical Association.*

APPENDIX II

CONTRACT TERMS AND CONDITIONS DPHSS- GBCCEDP

CONTRACT TERMS AND CONDITIONS DPHSS- GBCCEDP

The contract to be entered into between DPHSS and the awarded Offeror herein will include the following terms and conditions in some form if required by law.

A. GUAM INCOME TAXES

If any work is to be performed on Guam, then the offeror may be subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on Guam taxes may be obtained from the Director of the Department of Revenue and Taxation, Government of Guam, PO Box 23607, GMF Guam 96921.

B. EQUAL EMPLOYMENT OPPORTUNITY

Contractor may not discriminate against its employees or applicants for employment because of race, creed, color or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated, equally without regard to their race, creed, color or national origin.

C. ASSIGNMENT

The contract or any sums due to the contractor may not be assigned without the prior approval of the government.

D. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT (ADA)

Contractor must meet all requirements of the Americans with Disabilities Act.

E. INDEPENDENT CONTRACTOR STATUS

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

F. INTEGRATION

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

G. RESPONSIBILITY FOR ACCURACY OF WORK

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

H. SUBCONTRACTING OF AGREEMENT

Because of the nature of the work, the contractor may not subcontract any part of the services required under the contract without the prior written consent of the government.

I. GENERAL COMPLIANCE WITH LAWS

Contractor shall comply with all federal and local laws and regulations applicable to the services provided.

J. OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental work or materials prepared by the contractor shall be and remain the property of the government, including all publication rights and copyright interests, and may be used by the government without any additional costs to the government.

K. CHANGES

The government may at any time, by written order, make any change in the services to be performed hereunder, provided the change is within the general scope of work agreed to between the parties and as set out in this Request for Proposals.

1. Change Order *Reference 2 GAR Division 4 § 6101 (3) (a)*

By a written order, at any time, and without notice to surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following: (A) Drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith; (B) Method of shipment or packing; or (C) Place of delivery.

2. Adjustments of Price or Time for Performance

If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, any adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of the contract. Failure of the parties to agree to an adjustment shall not excuse the contract from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

3. Time Period for Claim

Within 30 days after receipt of a written change order under Paragraph (A) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification. (1) Claims Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. (2) Other Claims Not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause", or for breach of contract.

4. Stop Work Order *Reference 2 GAR Division 4 § 6101(4) (c)*

a. Order to Stop Work.

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

b. Cancellation or Expiration of the Order

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if: (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (ii) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. Termination of Stopped Work

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

d. Adjustment of Price.

Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of the contract.

f. Price Adjustments *Reference 2 GAR Division 4 § 6101(6)*

(1) Price Adjustment Methods

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways: (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable; (ii) by unit prices specified in the contract or subsequently agreed upon; (iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon; (iv) in such other manner as the parties may mutually agree; or (v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles) of the GAR and subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the GAR.

(2) Submission of the Cost or Pricing Data

Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Costs or Pricing Data) of the GAR.

If such change causes an increase or decrease in the costs of doing the work, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. However, any modification of the contract will be effective only if it is in writing signed by the parties and approved by the Governor of Guam.

L. SEVERABLE PROVISIONS

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

M. EFFECTIVE DATE OF CONTRACT

The contract shall take effect upon the signature of all the required parties and approval by the Governor of Guam.

N. FEDERAL FUNDS – COST PRINCIPLES APPLICABLE TO THE PROCUREMENT

This procurement is funded with federal funds and is governed by the cost principles of the Office of Management and Budget (OMB). Allowable costs are those costs identified in the relevant OMB circulars and in the grant program's authorizing legislation. All costs in this procurement must be reasonable, allocable, and necessary to the project, and they must also comply with Federal and the Government of Guam funding statutes and regulations. See Cost Principles for Educational Institutions; Title 2 CFR Part 220, Cost Principles for State, Local and Indian Tribal Governments, Title 2 CFR Part 225, Cost Principles for Non-Profit Organizations, Title 2 CFR Part 230, the Federal Acquisition Regulations as well as 2 GAR Division 4 Chapter 7 Cost Principles.

Included in the procurement are **MEDICARE PART B REIMBURSEMENT RATES (Appendix I)**.

The services are provided to Guam's women by Contractor on a reduced basis. Cost reimbursements to Contractor are provided for in this procurement in keeping with the Medicare Part B. Reimbursement Rates, and all applicable Federal, and Guam laws and regulations.

Although the 2012 Medicare Part B. Reimbursement Rates are attached to this procurement, those rates and allowable procedures are subject to change by Medicare, any subsequent applicable revised MEDICARE PART B REIMBURSEMENT RATES will become part of the contract.

Contractor's invoices are required to be certified by the Contractor to actual expenditure incurred under the contract. Contractor's expenditures are reviewable by the Guam Department of Health and Social Services, the government of Guam, the CDC, and other designees of those agencies.

Acknowledgment of Federal Support is required by any recipient of federal funds in this procurement. Cooperative Agreement Grant Number 1U58DP003877-01 Note 26 page 15 of 18. When issuing statements, press releases, requests for proposals, bid solicitations or other documents describing projects of programs funded in whole or in part with Federal money, all awardees receiving federal funds shall clearly state the percentage of total costs of the program funded or the dollar amount funded by the Federal program and the percentage of total costs of the program funded or the dollar amount funded by other sources.

O. NO GOVERNMENT LIABILITY

The government assumes no liability for any claims, accidents, or injuries that may occur to the contractor, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The government shall not be liable to the contractor for any work performed by the contractor prior to the approval of the contract by the government. The contractor expressly waives any and all claims for services performed in expectation of the contract prior to the approval of the approval of the contract, and if applicable to its receipt of a Notice to Proceed.

P. LICENSING

Contractor shall maintain all professional certifications and business licenses applicable to its profession, professional development and as to the operation of a Twenty Four Hour Treatment facility and the scope of services under this contract.

Q. CONTRACT SUBJECT TO AVAILABILITY OF FUNDS

This contract and any renewal of the contract is subject to the appropriation, allocation and availability of funds and if for any reason whatsoever the government has insufficient funds to cover the costs of the contract, then the contract shall terminate according to the procedure described in the contract.

R. INSURANCE

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

S. GOVERNMENT’S RIGHT TO AUDIT

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

T. TERMINATION

1. Termination for Defaults Reference: 2 GAR Division 4 § GAR 6101 (8)

a. Default

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

b. Contractor’s Duties

Notwithstanding termination of the contract and subject to any directions from the government, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in possession of the contractor in which the territory has an interest.

c. Compensation

Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contract and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject the contractor’s rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amount due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to

reimburse the territory for the excess costs incurred in procuring similar goods and services.

d. Excuse for Nonperformance or Delayed Performance.

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

e. Erroneous Termination for Default.

If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

f. Additional Rights and Remedies.

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under the contract.

g. Liquidated Damages. *Reference: 2 GAR Division 4 S § 6101(9) (a)*

When the contractor is given notice of delay or nonperformance as specified in Paragraph (D) (Default) of the Termination for Default Clause of the 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 reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contract's delay or nonperformance is excused under Paragraph (4) (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. Termination for Convenience Reference: 2 GAR Division 4 § 6101

a. Termination

The government may, when the interest of the territory so require, terminate the contract in whole or in part, for the convenience of the territory. The government shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

b. Contractor's Obligations

The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The government may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontractors to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

c. Right to Supplies

The government may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the government:

any completed supplies; and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of the contract. The contract shall, upon direction of the government, protect and preserve property in the possession of the contractor in which the territory has an interest. If the government does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 13 G.C.A §2706 is quoted at the end of this §6101(10) (d)) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

d. Compensation

- (1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the GAR bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the government may pay the contractor, if at all, an amount set in accordance with Subparagraph Section 9 D (3) of this Paragraph.
- (2) The government and the contractor may agree to a settlement provided the contractor as has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Costs or Pricing Data) to the Guam Procurement Regulations and that the settlement not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3)Of this clause, and the contract price of the work not terminated.
- (3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Government shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: contract prices for supplies or services accepted under the contract; costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be

reduced to reflect the anticipated rate of loss; costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Contractor's Obligations set forth in this clause. These costs must not include costs paid in accordance with Subparagraph Section D 3 of this Paragraph; the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph D (2) of this Paragraph, and the contract price of work not terminated.

- (4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the GAR.

13 GCA §2706 (UCC) states: "§2076. Seller's Resale Including Contract for Resale. (1) Under the conditions stated in §2703 on seller's remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer's breach. (2) Except as otherwise provided in subdivision (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any of all of them have been identified to the contract before the breach.(3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell. (4) Where the resale is at public sale (a) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and (b) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of resale; and (c) If the goods are not to be within the view of those attending the sale the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders and (d) The seller may buy. (5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section. (6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (subdivision (3) of §2711)."

U. MANDATORY DISPUTES CLAUSE

1. The government and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the government had issued a decision adverse to the contractor.
2. The government shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
3. The government's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.
4. This subsection applies to appeals of the government's decision on a dispute. For money owed by or to the government under this contractor, the contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government or from the date when a decision should have been rendered. For all other claims by or against the government arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government. Appeals to the Office of the Public Auditor must be made within sixty days of the government's decision or from the date the decision should have been made.
5. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
6. The contractor shall comply with the government's decision and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the contract, except where the contractor claims a material breach of the contract by the government. However, if the government determines in writing that continuation of services under the contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government.

V. CLAIMS AGAINST GOVERNMENT

The Guam Claims Act (5 GCA §6101, *et seq.*) applies only with respect to claims of money owed by or to the government under the contract resulting from this Request for Proposals. The contract will provide that the awarded offeror shall consent to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The awarded offeror shall waive any and all rights it may

otherwise have to contest the same or to proceed in a different jurisdiction or forum. For a copy of the Guam Claims Act, please visit the web site of Guam's Compiler of Laws. URL <http://www.justice.gov.gu/compileroflaws>.

W. CONSENT TO JURISDICTION AND VENUE

The contractor consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of the procurement, except as otherwise may be provided by the Guam Procurement Law. The contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

X. MANDATORY REPRESENTATIONS BY CONTRACTOR

1. Ethical Standards.

With respect to this contract 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.

2. Prohibition against Gratuities and Kickbacks.

With respect to this contract 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 violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

3. Prohibition against Contingent Fees.

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

4. Restriction on Employment of Sex Offenders.

The consultant warrants that no person in his employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the consultant relative to this contract. If any person employed by the contractor and providing services under this contract is convicted subsequent to the parties entering into this contract, then the consultant warrants that it will notify the government of the

conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under this contract. If the government is found to be in violation of any of the provisions of this paragraph, then the government shall give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from the government, and the contractor shall notify the government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from the government, then the government in its sole discretion may suspend the contract temporarily.

5. Wage and Benefit Compliance Contractors Providing Services

- (a). The 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 in the contract, 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 The contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b). The Wage Determination most recently issued by the U.S. Department of Labor at the time this 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. The contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
- (e). Any violation of the contractor's 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 may have under this procurement, in the event there is a violation in the

process set forth in subsection (e) above, the 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. 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) The 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 included in the procurement. The contractor agrees to provide upon written request by the government 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 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.

6. Binding Signatory

Any contract and any modification thereto, are not binding until signed by the Governor of Guam.

Y. CLAIMS BASE ON THE PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS

1. Notice of Claim

If any action or omission on the part of Procurement Officer, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided: (a) the contractor shall have given written notice to the Procurement Officer, or designee of such officer: (i) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission; (ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such

knowledge prior to the commencement of the work; or (iii) within such further time as may be allowed by the Procurement Officer in writing. (a) This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer. (b) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and (c) the contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

2. Limitations of Clause

Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

3. Adjustment of Price

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Z. MISCELLANEOUS

1. Technology Access For Blind Or Visually Impaired

Contractor acknowledges that no government funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired.

2. Health Insurance Portability and Accountability (HIPPA)

The contractor shall comply with the Health Insurance Portability and Accountability Act (HIPPA of 1006, P.L. 104-1991 and the Federal "Standards for Privacy of Individually identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E (HIPPA). A complete copy of the HIPPA is available at the federal granting agencies website: http://www.cdc.od/pgo/funding/grants/additonal_req.shtm, and is incorporated herein as if fully re-written.

3. Client Confidentiality

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

Cooperative Agreement Grant Number 1 U58DP003877-01 page 16 of 18.

Pursuant to the Standards of Privacy of Individually Identifiable Health Information promulgated under HIPPA covered entities may disclose protected health care information to public health authorities authorized to collect or receive such information for the purpose of preventing control or controlling disease, injury or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, the conduct of public health surveillance, public health investigations, and public health interventions. The definition of public health authority includes a person or entity acting under a grant of authority from a contract with such public agency. DPHSS GBCCEDP is acting under a grant of authority from CDC to carry out the GBCCEDP which is authorized under the federal funds in this procurement. This grant of authority is for the purpose of this program/project/ - this procurement. In the terms of grant award, the CDC states that the CDC considers this to be the type of public health activity for which disclosure of protected health information by covered entities is authorized under section 164.512 (b), page 16 of 18 of the Cooperative Agreement Grant Number 1 U58DP003877-01. Any such disclosure must be done in keeping with HIPPA and all other applicable federal and Guam laws and regulations.

4. Program Transitions

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

5. Retention and Access Requirements For Records.

Contractor shall retain all records pertinent to the contract for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and

practice, and other data, regardless of the type or format. Contractor shall provide access and the right to examine all records related to the contract to DPHSS, the government of Guam Public Auditor or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with funds from this contract funds must be retained for 3 years after its final disposition.

Contractor shall provide access to any project site(s) to DPHSS or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

6. Standards For Financial Management – Cost Reimbursement Contracts

a. Financial Reporting

Contractor shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

b. Accounting Records

Contractor shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

c. Internal Control

Contractor shall maintain effective control over and accountability for all funds and assets. Contractor shall keep effective internal controls to ensure that all government of Guam funds received are separately and properly allocated to the activities described in the contract. Contractor shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

d. Source Documentation

Contractor shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth. All costs invoiced by contract in this contract must

be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting principles set forth in 2 GAR Division 4 § 7101 or in any federal assistance instrument applicable to the contract.

e. Reimbursable Cost Principles

Contractor shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents and so forth.

f. Allowable Cost

Total allowable cost of the contract is the sum of allowable direct costs actually incurred in the performance of the contract in accordance with the terms of the contract, plus the properly allowable indirect costs, less any applicable credits.

Cost shall be allowed to the extent they are:

- (a) reasonable as defined in 2 GAR Division 4 § 7101 (d)
- (b) allocable , as defined in 2 GAR Division 4 § 7101 (e)
- (c) lawful under any applicable law
- (d) not unallowable under 2 GAR Division 4 § 7101(f) *Treatment of Special Costs* or § 7101 (g) *Cost Requiring Prior Approval to Allowable as direct Costs*
- (e) in the case of costs invoiced for reimbursement, actually incurred or accrued and accounted for in accordance with generally accepted accounting principles.

g. Applicable Credits

Applicable credits are receipts or price reductions which reduce expenditures allocable to contracts as direct or indirect costs, as defined in 2 GAR Division 4 §7101(h).

In the event the contractor receives discounts, rebates and or other applicable credits accruing to or received by contractor or any subcontractor under the contract, to the extent those credits are allocable to the allowable portion of the cost billed to DPHSS; allowable costs will be paid to the contractor, net of all discounts, rebates and other such applicable credits. Contractor must separately identify for each cost submitted for payment to DPHSS the amount of cost that is allowable; must identify all unallowable costs; or the contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to DPHSS for payment and individually identify the amount as a discount, rebate or in case of other applicable credits, the nature of the credit. DPHSS may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to DPHSS, the government of Guam Public Auditor or their designee.

Credits shall be applied to reduce direct or indirect costs. The government of Guam shall be entitled to a cash refund if the related expenditures have paid to the contractor

No expenditure may be made in this contract that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

7. Special Reporting Requirements for Non-Profit Organizations

- a. Contractor, if a non-profit organization, in addition to any other terms and conditions of the contract shall comply with the reporting requirements set forth in P.L. 31-233 Chapter XIII § 12 and this clause. In the event one of contractor's subcontractors is a non-profit organization the provisions of this clause shall also be deemed to apply to contractor's subcontractor, and contractor is obligated to submit its non-profit subcontractor's information in the same manner and time periods.
- b. Contractor shall maintain accurate financial records of all monies paid to it under the contract.
- c. Contractor shall provide to DPHSS a budgetary breakdown by object category as to all services under the contract. An initial proposed budgetary breakdown was required as part of the initial cost proposal of contractor and it is included as part of the Scope of Services as subsequently agreed and approved between contractor and DPHSS.
- d. Contractor shall provide to DPHSS a quarterly report describing its activities during the reporting period and the results it achieved no later than twenty (20) days after the end of each Quarter.
- e. Contractor must provide prior written notification to DPHSS of all procurement of equipment and services of FIVE THOUSAND DOLLARS (\$5,000.00) or more as to its services related to the contract, or with regard to items to be invoices as part of the contract.

- f. Contractor shall provide access to contractor or its duly authorized representative, and of the Government of Guam auditors, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of the contract. Contractor shall upon written request by DPHSS provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.
- g. Contractor is subject to the Single Audit Rules shall provide annually to DPHSS copies of its Audit Reports for all time periods covered as part of the contract.
- h. Contractor shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to DPHSS as well as a Fiscal Year end report of all expenditures of funds under the contract no later than November 15, 2013, the initial year, and November 15, of the each subsequent year.
- i. In the event contractor fails to timely provide any reports or items set forth in this section to DPHSS after prior written reasonable notice by DPHSS to contractor and contractor's failure to cure the contract default, DPHSS in addition to other contractual rights and remedies under this contract, may withhold payment of TEN PERCENT (10%) of any amounts that are invoiced under this contract by contractor.

8. Equipment and Products

Cooperative Agreement Grant Number 1U58DP003877-01 Note 22 page 15 of 18 requires that to the greatest extent possible, all equipment and products purchased with CDC federal funds are American-made. CDC defines equipment as tangible-non-expendable personal property (including exempt property) charged directly to awarded funds, having a useful life of more than one year AND acquisition cost of \$5,000.00 or more per unit. However, consistent with recipient policy, a lower threshold may be established. The DPHSS GBCCEDP property management standards and procures applies.

9. Inventions

Cooperative Agreement Grant Number 1U58DP003877-01 Note 18 page 14 of 18 requires grant fund recipients to comply with standard patent rights clause I 37 CFR 401.13.

10. Publication

Cooperative Agreement Grant Number 1U58DP003877-01 Note 19 page 14 of 18 requires publications and journal articles, etc. produced under a CDC grant support project to bear an acknowledgement and disclaimer, as appropriate, for example: "This publication (journal article, etc.) was supported by Cooperative Agreement Number above from the Center for Disease Control and Prevention.

Its contents are solely the responsibility of the authors and do not represent the office views of the Centers for Disease Control and Prevention”.

11. Audit Requirement

An Organization that expends \$500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments a, and Non-Profit Organizations. The audit must be completed along with a data collection for, and the reporting package shall be submitted within the earlier of 30 days after receipt by the auditor’s report, or nine months after the end of the audit period.

The audit report must be sent to: Federal Audit Clearing House, Bureau of the Census, 10201 East 10th Street, Jefferson, IN 47132. Copies of the audit should also be provided to the DPHSS GBCCEDP and CDC.

12. Additional Requirements Applicable To CDC Federal Funds

Cooperative Agreement Grant Number 1U58DP003877-01 Note 31 page 17 of 18.

Additional Requirements:

There additional requirements to the federal funds indicated below, which are incorporated herein as if fully re-written. The full text of the additional requirements may be found on the CDC web site at:

http://www.cdc.od/pgo/funding/grants/additonal_req.shtm.

AR-1: Human Subject Requirements

AR-2: Inclusion of Women and Racial and Ethnic Minorities in Research

AR-7: Executive Order 12372 Review

AR-8: Public Health Reporting

AR-9 Paperwork Reduction Act Requirements

AR-10 Smoke-Free Workplace Requirements

AR-11 Healthy People 2020

AR-12 Lobbying Restrictions

AR-14 Accounting Requirements

AR-15 Proof of Non-profit Status

AR-23 Compliance with 45 C.F.R. Part 87

AR-24 Health Insurance Portability and Accountability Requirements

AR-25 Release and Sharing of Data

AR-27 Conference Disclaimer and Use of Logos

AR-29 Compliance with EO 13513 Federal Leadership on Reducing Text Messaging while driving, October 1, 2009

AR-30 Compliance with § 508 of the Rehabilitation Act of 1073.

APPENDIX III

LOCAL FORMS

Affidavit Disclosing Ownership and Commission

Affidavit re Non-Collusion

Affidavit Re No Gratuities or Kickbacks

Affidavit Re Ethical Standards

Affidavit Re Contingent Fees

Declaration Re Compliance with U.S. DOL Wage Determination

The Guam Attorney General Procurement Forms are available in clickable fill0in forms at the OAG website: http://guamag.org/procurement_forms.html.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

A-3 Procurement Form 004 (Feb. 14, 2010)

WD 05-2147 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
| Wage Determination No.: 2005-2147
Diane C. Kopiewski Division of | Revision No.: 14
Director Wage Determinations | Date Of Revision: 06/13/2012

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

<http://www.wdol.gov/wdol/scafiles/std/05-2147.txt?v=14>

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07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.50
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	24.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30

<http://www.wdol.gov/wdol/scaFiles/std/05-2147.txt?v=14>

7/17/2012

12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87

15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76

23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneumatic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18

28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	20.74
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - 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: \$3.71 per hour or \$148.40 per week or \$643.07 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

<http://www.wdol.gov/wdol/scafiles/std/05-2147.txt?v=14>

7/17/2012

conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WED 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 perform 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.

APPENDIX IV

FEDERAL FORMS

Assurances - Non Construction Programs

Certification Regarding Debarment

Certifications and Assurances

Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public

Health Service Act of 1912 (42 U.S.C.290 dd-3 and 290 ee-3, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental and financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards, which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

The above certification and assurance are hereby agreed to and sworn by:

Printed Name and Title:

Signature

Authorized Representative for:

Subscribed and sworn to before me
this _____ day of _____, 2012.

NOTARY PUBLIC

My commission expires: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
FOR RFP/DPHSS BCCEDP-2012-008**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION:

Project Name: _____

Project Number: _____

Data Universal Numbering System (DUNS) Number: ____ _

Principal Contact: _____
Firm Name / Contact Name / Title

Firm Address/ Phone Number/ Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

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

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

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

Signature/Authorized Certifying Official

Typed Name and Title

Prospective Contractor/Offeror

Date Signed

Contractor License No. (if any)

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

Certifications & Assurances
Federal Funds – Center for Disease Control
United States Department of Health and Human Services

This form is six (6) pages and is required to be signed and notarized on the sixth (6th) page. The certification and representations are required because this procurement is federally funded. The terms and conditions set forth on this form will also be a part of the terms and conditions of the contract.

1. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency. (b) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification. (d) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default. Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The applicant agrees by submitting this proposal that it will include, without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. Certification Regarding Drug-Free Workplace Requirements

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free work-place in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition. (b) Establishing an ongoing drug-free awareness program to inform employees about –(1) The dangers of drug abuse in the workplace. (2) The grantee’s policy of maintaining a drug-free workplace. (3) Any available drug counseling, rehabilitation, and employee assistance programs. (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above. (d) Notifying the employee in the statement required by paragraph (a), above, that,

as a condition of employment under the grant, the employee will – (1) Abide by the terms of the statement. (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant. (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted – (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended. (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

3. Certification Regarding Lobbying

Title 31, United States Code, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions,” generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,

or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

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

5. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly. The Public Health Services strongly encourage all grant recipients to

provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

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

Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) used forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175.

The Government of Guam and the United States Department of Public Health and Human Services, Administration Center of Disease Control may terminate any work, contract, grant, subgrant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor imputed to them using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

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

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

Contractor attests that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in the RFP. Contractor agrees to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients’ active participation in any religious practice. (In carrying out the said services, the Contractor will remain independent from federal, state and

local governments; will retain control over the expression of its religious beliefs, and is not required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Government of Guam Department of Health and Human Services). U.S. Department of Health and Human Services regulations pertaining to Equal Treatment for Faith-Based Organizations can be found at 45 CFR Part 87. The Government of Guam Department of Health and Human Services incorporates and follows the Equal Treatment Regulations for Faith-Based Organizations as a matter of good practice

Limited English Proficiency Certification

Contractor certifies that Limited English Proficiency persons will have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Certification Of Non-Discrimination

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

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

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

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of that recipient, a copy of such findings must be forwarded to the United States of Department of Health and Human Services.

If your organization is required to develop an EEOP and your organization has received a single award for \$500,000 or more in grant funds, whether directly from the U.S. Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEOP to the U.S. Department of Health and Human Services for their review and approval.

Civil Rights Requirements

Service Provider: _____

Civil Rights Contact Person: _____

Title/Address: _____

Telephone Number _____

Number of persons employed by the organizational unit: _____

The above certification and assurance are hereby agreed to and sworn by:

Printed Name and Title:

Signature

Authorized Representative for:

Subscribed and sworn to before me
this _____ day of _____, 2012.

NOTARY PUBLIC

My commission expires: _____