

**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES (DPHSS)  
DIVISION OF PUBLIC HEALTH (DPH)  
CHIEF PUBLIC HEALTH OFFICE (CPHO)**



**GUAM BEHAVIORAL RISK FACTOR  
SURVEILLANCE SYSTEM (BRFSS) SURVEY**

**REQUEST FOR PROPOSAL SPECIFICATIONS  
RFP/DPHSS-2021-001**

Final Version:  
April 21, 2021

# **GUAM BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS) SURVEY**

## **REQUEST FOR PROPOSAL RFP/DPHSS-2021-001**

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## **I. GENERAL INFORMATION**

### **1. BACKGROUND – LEGAL AUTHORITY**

Centers for Disease Control (CDC) and Prevention Award Number:  
1 NU58DP006902

Award Type: Cooperative Agreement

Applicable Regulations: 45 Code of Federal Regulations (CFR) Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Human and Health Services Award

#### **Applicability of Guam Procurement Law**

All agencies of the Government of Guam are required to follow the Guam Procurement Law when using public funds for procurement of professional services. The Government of Guam Procurement Laws and Regulations are set forth in Title 5 Guam Code Annotated (GCA), Chapter 5, and 2 Guam Annotated Regulations (GAR), Division 4 available online at:

<http://www.guamcourts.org/CompilerofLaws/GCA/title5.html> (for Guam Code Annotated-Guam Procurement Law)

<http://www.guamcourts.org/CompilerofLaws/GAR/02gar.html> (for Guam Procurement Regulations)

Any Offeror awarded a contract in the RFP is required to fully comply with the Older American Act as Amended and memorandums, etc.; as well as the applicable Uniform Guidance 2 CFR Part 200 regulations and the Notice of Award, and the grant terms specified on it.

The Uniform Guidance 2 CFR Part 200 – Contract Provisions is available at:

<https://dpi.wi.gov/sites/default/files/imce/school-nutrition/pdf/required-contract-provisions-from-cfr-title-2-grants-and-agreements.pdf>

### **2. TYPE OF SERVICES OR PROGRAMS**

The Department of Public Health and Social Services (DPHSS), Chief Public Health Office (CPHO) seeks services to conduct the annual Guam Behavioral Risk Factor Surveillance System (BRFSS) survey by collecting statewide information via telephone from a representative sample of non-institutionalized adults (18 years and older) using a survey process that strictly adheres to the United States Centers for Disease Control and Prevention (CDC) protocols and standards for quality assurance.

3. **PURPOSE OF REQUEST FOR PROPOSALS**

The purpose is to collect state-based data on the behaviors and conditions that place adults at risk for chronic conditions, injuries, and preventable infectious disease that are the leading causes of morbidity and mortality in the United States.

4. **CONTRACTING ENTITY**

Government of Guam  
Department of Public Health and Social Services (DPHSS)  
Division of Public Health (DPH)  
Chief Public Health Office (CPHO)  
Behavioral Risk Factory Surveillance System Program (BRFSS)

5. **TERM OF SERVICES REQUIRED**

The effective date of any award shall be August 1, 2021, or the date of signature by the Governor, whichever is later.

The initial term of the contract shall be from the effective date through July 31, 2022 with an option for renewal up to one (1) year, upon satisfactory performance in keeping with CDC grant requirements, and at the option of the DPHSS, CPHO, subject to appropriation, allocation and availability of funds.

Multiple certifications of funds may be made in any fiscal year.

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

6. **TYPE OF CONTRACT**

The Director of DPHSS has determined that the type of contract to be used in keeping with the best interest of Guam is a Cost-Reimbursement Contract, 2 GAR Division 4, §3119(e)(3), with all costs being in keeping with program requirements, necessary, allocable and approved, by annual budget with object categories, and also utilizing not to exceed amounts.

7. **ISSUING CONTRACT OFFICER**

Mr. Arthur U. San Agustin, MHR  
Director, DPHSS  
Telephone: (671) 922-2503  
Email: [arthur.sanagustin@dphss.guam.gov](mailto:arthur.sanagustin@dphss.guam.gov)

8. **CERTIFYING OFFICER**

Mr. Tommy C. Taitague  
Administrative Services Officer, DPHSS  
Telephone: (671) 922-2507

Email: [tommy.taigague@dphss.guam.gov](mailto:tommy.taigague@dphss.guam.gov)

9. **CONTRACT INDIVIDUAL(S)**  
Mr. Chima D. Mbakwem  
Acting Chief Public Health Officer, DPHSS  
Telephone: (671) 747-6956  
Email: [chima.mbakwem@dphss.guam.gov](mailto:chima.mbakwem@dphss.guam.gov)

Ms. Alyssa A. Uncangco  
Program Coordinator IV  
Behavioral Risk Factor Surveillance System Program, DPHSS  
Telephone: (671) 486-8933  
Email: [alyssa.uncangco@dphss.guam.gov](mailto:alyssa.uncangco@dphss.guam.gov)

## II. INSTRUCTIONS TO THE OFFERORS

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

1. **Cover Letter.** A cover letter shall accompany the response to the RFP identifying it as the official response to the DPHSS, BRFSS 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:
  - a. 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.
  - b. 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, BRFSS Program.
  - c. The organization retains and shall retain the financial capability to provide the required services of this program.
  - d. The organization is legally qualified to contract with the Government of Guam.
  - e. The organization has not filed for, nor is in the process of filing for bankruptcy.
  - f. 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.

- g. 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, 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.
  - h. 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 thereunder at 45 CFR Parts 160 and 164.
  - i. The organization ensures compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers. (Ref. Article 7, Title 5 GCA, Chapter 32)
  - j. The organization shall adhere to Public Law 28-98, relative to prohibiting convicted sex offenders from being employed in the Government of Guam or by Government contractors.
  - k. The Offeror is strictly prohibited from employing convicted sex offenders to work directly with clients (Reference 5 GCA §5253). The provisions of P.L. 28-98 also apply.
2. **Required Forms.** The Guam Procurement Law requires each Offeror to make a number of disclosures. Some of the disclosures are required for an Offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the Offeror's ease in making these required disclosures, the purchasing agency is providing sample disclosure forms. They must be completed and included with the proposal. The forms are attached to Section IX. Appendix of Required Forms. **Failure to complete and submit the forms will automatically disqualify the Offeror's submission to this RFP, as being non-responsive.** All notarized affidavits must be prepared no later than 30 days prior to submission. Furthermore, all disclosure forms submitted by the Offeror awarded the contract will be open to public inspection and copying.
- a. **Offeror's Profile (Appendix A-1).** The Offeror shall provide background information as to its official name, location, average number of employees, contact information, Offeror's program personnel to manage the program, type of Offeror, date of incorporation, and the number of years the Offeror has been in business.

- b. **Affidavit Disclosing Ownership and Commissions (Appendix A-2).** As a condition of bidding and doing business with the Government, an Offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent (10%) of the outstanding interest of the Offeror's business during the twelve-month period immediately preceding the date the proposal is submitted, including the percentage owned by each such person or entity. The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensations or contingent arrangement for procuring a contract with the purchasing agency or for assisting the Offeror in obtaining business related to this Request for Proposals, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the Offeror upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the Offeror for the purpose of securing business.
- c. **Affidavit re Non-Collusion (Appendix A-3).** The Offeror must represent that its offer is genuine and not a sham and that the Offeror is not in collusion with others, and that the Offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person or Offeror to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.
- d. **Affidavit re No Gratuities or Kickbacks (Appendix A-4).** The Offeror must represent, pursuant to Title 2 GAR, Division 4, §11107E, that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connections with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher

tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract order.

- e. **Affidavit re Ethical Standards (Appendix A-5).** The Offeror must represent, pursuant to Title 2 GAR, Division 4, §11103(b), that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulation pertaining to ethics in public contracting.
  - f. **Affidavit re Contingent Fees (Appendix A-6).** The Offeror must represent, pursuant to Title 2 GAR, Division 4, §11108(f) and §11108(h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure a contract with the Government; nor has it retained a person to solicit or secure a contract with the Government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
  - g. **Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination for Guam (Appendix A-7).** The Offeror must represent that it pays its employees, and provides health and similar benefits, in accordance with the most recent Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. DOL for such labor as is employed in the direct delivery of contract deliverables to the Government of Guam. The actual USDOL Wage Determination, No. 2015-5693 Revision No.: 3, Date of Rev: 07/25/2017 is an attachment to this form.
3. **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. **Failure to comply with this provision will automatically disqualify the Offeror's submission to this RFP, as being non-responsive.**
4. **Submission:**
- a. The proposal 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.



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

**REQUEST FOR PROPOSAL  
TO BE OPENED BY AUTHORIZED PERSONS ONLY  
RFP No: RFP/DPHSS 2021-001  
Behavioral Risk Factor Surveillance System Survey**

**Submission Date:** \_\_\_\_\_  
**Submission Time:** \_\_\_\_\_  
**Received By:** \_\_\_\_\_  
BRFSS Personnel

- c. **DO NOT FAX PROPOSAL.** An original and five (5) copies of the proposal shall be submitted. Proposals shall be mailed or delivered to DPHSS, Division of General Administration, Business Office. 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, BRFSS personnel.

**Mail To:**

Guam Department of Public Health and Social Services  
Division of General Administration, Business Office  
Attention: Behavioral Risk Factor Surveillance System Program  
155 Hesler Place  
Hagatna, Guam 96910

**Deliver To:**

Guam Department of Public Health and Social Services  
Division of General Administration, Business Office  
Attention: Behavioral Risk Factor Surveillance System Program  
155 Hesler Place  
Hagatna, Guam 96910

- d. DPHSS, CPHO recommends that prospective offerors/respondents register with the DPHSS, BRFSS to ensure that they receive notices regarding any changes or updates to the RFP. The DPHSS, CPHO shall not be liable for failure to provide notice to any party who does not register contact information.

5. **Deadline:**

**An original and five (5) copies** of the proposal shall be delivered to Division of General Administration, Business Office located at 155 Hesler Pl, Hagatna, Guam 96910 **no later than 4:00 p.m., Tuesday, May 25, 2021.**

- a. **DPHSS, BRFS SHALL NOT CONSIDER PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED.**
6. **Right to Reject Offers and Cancel the Procurement.** DPHSS shall have the right to reject all proposals, or individual proposal in whole or in part, and/or cancel this procurement if it is determined to be in the best interest of DPHSS.
7. **Taxes.** Offerors are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation. It is the policy of the Government of Guam to award proposals to Offerors duly authorized and licensed to conduct business in Guam.
8. **Non-Resident Tax Withholding.** A non-resident person without a valid Guam business license residing outside of Guam, shall be subject to a withholding assessment, the equivalent of the Guam business privilege tax, which shall be the equal to four percent (4%) of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with the Government of Guam. See P.L. 33-166 (effective June 30, 2016) codified at 11 GCA, Chapter 71 Section 71114.
9. **Federal Funds.** This procurement is funded with the federal and local funds. The Federal grant funds are from the United States Centers for Disease Control and Prevention, Behavioral Risk Factor Surveillance System Program. The Grant Document Number is NU58DP006902. The CFDA Number is 93.336. The Notice of Grant Award for the above funds incorporates in its terms and conditions the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local, and Tribal Governments under Title 45 CFR, Part 75. The above-mentioned federal laws and regulations are incorporated herein as if fully re-written and Offeror agrees to abide by them in addition to all other applicable federal and Guam laws and regulations and the DPHSS, CPHO processes and program requirements.
10. **Debarment or Suspension.**
- a. Any Offeror whose previous contract for any BRFS Program service was terminated by the Government for cause prior to the completion of the contract, shall not be eligible to submit a proposal under this RFP pursuant to Title 5 GCA, Article 9, §5426 and as otherwise provided for by law, rule or regulation.
- b. Causes for debarment or suspension of an Offeror pursuant to 5 GCA, Article 9, §5426 includes:

- 1) Violation of the ethical standards set forth in 5 GCA, Article 11, Part B, §5628 through 5633; and
- 2) Filing a frivolous or fraudulent petition, protest or appeal under §5425 (e), §5426 (f) or of §5427 (e) of 5 GCA, Article 9.

### III. PROPOSAL PROCESS

#### 1. Receipt and Handling of Proposals:

- a. 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 procurement officials.
- b. **Clarification of Specifications.** Discrepancies, omissions, or doubts as to the meaning of the specifications shall be communicated in writing to the named contact individual of the contracting entity for interpretation. Offerors shall 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 Offerors, and its receipt acknowledged by the Offeror on the proposal form.
- c. **Requests of Non-Disclosure of Trade Secrets and Proprietary Data.** If the Offeror selected for award has requested in writing the non-disclosure of trade secrets and other proprietary data so identified, the head of the agency conducting the procurement or a designee of such office shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the head of the agency conducting the procurement or a designee of such officer shall inform the Offeror in writing what portion of the proposal will 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 will be so disclosed.
- d. **Non-Obligation of the DPHSS.** This RFP does not obligate the DPHSS, CPHO to award a contract for services or supplies.

#### 2. Discussions:

- a. **Discussions Permissible.** The head of the agency conducting the procurement or a designee of such officer shall evaluate all proposals submitted and may conduct discussions with any Offeror. The purposes of such discussions shall be to:

- 1) Determine in greater detail such Offeror's qualification; and
    - 2) Explore with the Offeror the scope and nature of the required services, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach.
  - b. **No 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. (See §3114(h)(1), Receipt and Handling of Proposals, Registration).
  - c. **Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn by the Offeror at any time prior to the conclusion of discussions.
  - d. **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.
  - e. **Financial Interest.** Financial interest in this service is limited to the service itself. A proposal will not be considered for award if the price in the proposal was not arrived independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other Offeror or with a competitor. In addition, the Offeror is prohibited from making multiple proposals in a different form, i.e., a prime Offeror and as a subcontractor to another prime Offeror.
3. **Evaluation:**
- a. **Proposal Evaluation Factors:** To be considered eligible for award, the proposal from the Offeror shall need to garner 70 points or greater from the evaluating committee. No credit for extraneous materials or additional information to that requested shall be given by the RFP Committee. **Total number of points used to score this proposal is 100.**
    - 1) **General Assessment = 5 points maximum**

The proposal provides evidence that the Offeror understands the work to be performed and has the ability to conduct the data collection project in accordance with the specifications noted in this RFP.

The Offeror demonstrates knowledge, skills, and abilities related to the delivery of the proposed service activities and of the Offeror's broad range of expertise and relevant experience with respect to the DPHSS objectives in undertaking this study and the scope of work involved.

**2) Work Background Experience = 20 points maximum**

This refers to the ability of the Offeror's organization and staff to meet the terms of the RFP. The written offer will be evaluated for overall survey capabilities of the Offeror including at least three (3) years experience with health survey like BRFSS or similar surveys, as well as, multi-format surveys such as landline telephone, cell phone and mail survey experiences. It is preferred that Offeror is acclimated to Guam's diverse cultures.

The qualifications and experience of the staff whom the Offeror intends to assign to the project will also be evaluated. Scoring will be based on the assigned staff members' education and experience, with emphasis on their experience on projects similar to the project described herein.

**3) Technical Requirements = 25 points maximum**

This section should provide evidence that the Offeror is able to implement the Behavioral Risk Factor Surveillance System (BRFSS) methodology that is proposed. The proposal will be scored for the degree of responsiveness to the requirements of the survey stated in this RFP.

Scoring will include the capability to conduct data collection operations of high quality based on the Offeror's description and use of the Computer Assisted Telephone Interviewing (CATI) system, demonstrated ability of survey questionnaire design and programming in CATI system, unobtrusive interviewer monitoring and monitoring equipment, training and supervision of interviewers, ability to follow the sampling design, ability to manage required datasets, documentation, and all aspects of data management as specified in this RFP.

**4) Work Plan & Implementation Plan = 30 points maximum**

The Work Plan and the Implementation Plan will be evaluated to ensure that the Offeror has critically considered all the data collection and related tasks that need to be completed for the full implementation of BRFSS.

The following items will be evaluated: staffing levels, patterns, procedures, and timeline that the management will develop in order to achieve the project objectives; the use of resources and equipment; and data collection issues requiring troubleshooting in order to meet DPHSS deadlines.

**5) Cost Proposal = 20 points maximum**

- The DPHSS will review the narrative budget justification and pricing information and evaluate the applicant's cost proposal and budget expenditure plan that shall include **[10 points]**:
  - Degree to which the cost proposal and budget expenditure plan demonstrates support of the proposed work plan and requirements of the RFP.
  - Degree of competitiveness, reasonableness, and appropriateness of the cost proposal to reflect Offeror's effort to meet requirements of the RFP.

In converting cost to points, the lowest cost proposal automatically receives the maximum number of points allocated to cost, which is **10 points**. The point allocations for other proposals will be determined as follows:

$$\text{Points} = \frac{\text{Price of the lowest cost proposal} \times 10}{\text{Price of the proposal being rated}}$$

- b. 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.
- c. **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 system or project 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.

- d. **Inspection of Facilities and Monitoring of Interviews.** 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, to monitor interviews and review survey materials/data on-site or off-site. In addition, the Offeror should allow the on-site or off-site observation/monitoring of interviews in progress, including the viewing of terminal screens and data entry operations. For Offerors outside of Guam, the Offeror shall provide a mechanism for the BRFSS staff to be able to monitor the interview off-site and shall provide training to BRFSS staff such that off-site monitoring can be done.

DPHSS and Offeror shall have at least one meeting annually in Guam or at Contractor's site to discuss the survey process and solve problems as needed. Off-island site visit is at the Offeror's or Contractor's expense.

- e. **Access to Materials.** The Offeror shall provide DPHSS staff access to all materials relevant to the survey. The disposition of each dialing shall be documented and all such documentation shall be available to DPHSS staff upon request.
- f. **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: project description and background, job performed, 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.

4. **Selection of the Best Qualified Offerors.** After conclusion of validation of qualifications, evaluation, cost and discussion, the Director, DPHSS or designee shall select, in the order of their respective qualification ranking, no fewer than three (3) acceptable Offerors (or such lesser number if less than three (3) acceptable proposals were received) deemed to be the best qualified to provide the required services.

The acceptable Offerors shall be ranked in order of the number of points received during the evaluation process. The best qualified Offeror is the one receiving the highest number of points.

5. **Submission of Cost or Pricing Data.** The Offeror determined to be best qualified shall be required to submit cost or pricing data to the head of the agency conducting the procurement at a time specified prior to the commencement of negotiations in accordance with §3118 (Cost or Pricing Data) of these regulations.

- a. The Offeror determined to be best qualified shall be required to submit the following:
  - 1) a proposed program budget in the format provided by the DPHSS, BRFSS;
  - 2) an inventory listing of non-expendable property to be used by the program; and
  - 3) minutes or resolution from the Board of Directors' meeting, or equivalent, authorizing their designated official to act on behalf of the organization to negotiate and enter to an agreement.
- b. The date specified for the submission of the proposed program budget, inventory listing and minutes or resolution of the Board of Directors' meeting, or equivalent, shall be specified by the Director, DPHSS, or his designee and shall be made prior to the commencement of negotiations and shall be certified by the Offeror's certifying officer.

6. **Negotiation of Award of Contract.**

- a. **General.** The Director, DPHSS or designee shall negotiate a contract with the best qualified Offeror for the required services at a cost determined in writing to be fair and reasonable.
- b. **Elements of Negotiation.** Contract negotiations shall be directed toward:



- 1) Making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;
  - 2) Determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and
  - 3) Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
- c. All cost in this procurement must be reasonable which is fair and reasonable, allocable, and necessary to the project, and they must also comply with Federal and Government of Guam funding statutes and regulations.
- d. **Successful Negotiation of Contract with Best Qualified Offeror.** If cost, contract requirements, and contract documents are agreed upon with the best qualified Offeror, the contract shall be awarded to that Offeror.
- e. **Failure to Negotiate Contract with Best Qualified Offeror.**
- 1) If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file and the Director, DPHSS or designee shall advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three (3) days.
  - 2) Upon failure to negotiate a contract with the best qualified Offeror, the Director, DPHSS or designee may enter into negotiations with the next most qualified Offeror. If cost, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that Offeror. If negotiations again fail, negotiations shall be terminated as provided in Subsection 3114(1)(4)(a) with the next qualified Offeror.

7. **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, BRFSS Program receiving adequate funding from the Centers for Disease Control and Prevention, U.S. Department of Health and Human Services.

8. **Failure to Negotiate Contract with Offerors Initially Selected as Best Qualified.** Should the Director, DPHSS or designee be unable to negotiate a contract with any of the Offerors initially selected as the best qualified Offerors, offers may be re-solicited or additional Offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with Subsection 3114(1)(4) of this section until an agreement is reached and the contract awarded.
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 Title 5 GCA, Article 9 and as otherwise provided for by law, rule or regulation.

#### **IV. 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, computer resources and any other resources available for the project. In your organization and its mission as it relates to providing BRFSS services, including incorporation date, if applicable, and principal sources of financial support.
  - b. List past experience/s with BRFSS surveys administered by your organization and significant accomplishments.
  - c. List all government and/or state BRFSS 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.
3. **Staffing Capability.** Describe the qualifications and relevant experience of the project supervisor and key interviewing staff. Specify the involvement of the project supervisor and the key interviewing staff in terms of hours/days to be spent on the project. Include an organizational chart as an appendix highlighting the persons or unit responsible for the project. Attach as an appendix on the resumes of the principal investigator, key supervisory staff, and all other personnel involved in the project, identifying the following:
- a. Length of experience of survey projects
  - b. Experience with telephone surveys.
  - c. Experience with CATI software.
4. **Hours of Operation.** The Offeror shall specify the rationale and time schedule for interviews to assure that 80 percent of the interviews are conducted on weeknights and weekends. The remaining 20 percent of the interviews are to be conducted preferably from 1:00 pm to 9:00 pm, Monday through Friday, Guam time. Recorded information and callback capacity is required for the remaining hours.

The Offeror shall address in the proposal and timeline a modified strategy for completing the interview quota for mid- to late December and other holidays as appropriate.

5. **Organizational Capacity.**
- a. A fully automated Computer Assisted Telephone Interviewing (CATI) system is needed to implement the BRFSS phone interviews. The Offeror shall provide a detailed description of the CATI facility and its capabilities to include:
    - 1) A secure phone back system and computer system for interviewing in an established working environment.
    - 2) A safe storage and back-up system for completed survey data.
    - 3) The ability to collect the BRFSS questionnaire responses via an established CATI system.
    - 4) Appropriate hardware, software, and related equipment.

- b. Describe how your organization proposes to deliver services to meet the requirements listed in this RFP. Provide a detailed history of telephone interview survey experience. Include any experience with Computer Assisted Telephone Interviewing (CATI), Behavioral Risk Factor Surveillance System, random digit dialing and preparing results in an ASCII file.
- c. The Offeror must describe the sampling technique they intend to use. The sampling technique must be justifiable in that all Guam adults in civilian households must have an equal chance of being selected.

## **V. SCOPE OF WORK: PROGRAM SPECIFICATIONS**

The Department of Public Health and Social Services provides the basic health and social services to the people of Guam and is the lead agency responsible for implementing the Guam BRFSS Program. The mission of the Department is to assist the people of Guam in achieving and maintaining their highest level of independence and self-sufficiency in health and social welfare.

The purpose of this section is to provide interested parties with information to enable them to prepare and submit a proposal for conducting telephone landline and cellular phone interviewing survey in conjunction with the BRFSS and for providing survey results and supporting documentation to the CPHO, BRFSS Program.

The BRFSS Program data are used to provide information about health issues to legislators, health policy makers, professionals, and the public.

The BRFSS is a series of monthly telephone surveys of Guam adults. The respondents are randomly selected (i.e. age 18 or older) living in households selected by random-digital-dial sampling. The survey instrument, designed by the US Centers for Disease Control and Prevention (CDC) and administered in all 50 states and 4 territories, obtains information about the respondent's behaviors that put their health at risk, such as use of tobacco, alcohol consumption, nonuse of seatbelts, and obesity. Data collected for the BRFSS are provided to CDC as well as to the Department.

Most of the questions on the BRFSS are provided by the CDC and are revised annually. This survey also includes several questions determined appropriate and approved by the BRFSS staff called State Added Questions (SAQ). No questions may be added to or deleted from the BRFSS questionnaire without the DPHSS approval. New questions may be introduced upon mutual agreement between DPHSS and the Contractor.

For calendar year 2021, the BRFSS Program requires (1) landline telephone survey with at least 900 total completes and (2) cellular phone survey with at least 900 total completes commencing July 1, 2021. The survey for landline and cell phone will consist of approximately 140 questions to include the core questionnaire, optional modules and

state-added questions. All cell phone, once dialed, must have interim and final dispositions.

The number of monthly completed submissions for (1) landline interviews will be at least 75 per month, and (2) the cell phone interviews at least 75 completes commencing the date of signature by the Governor. Results of interviews shall be transmitted in electronic media or electronic form according to the format prescribed by CDC.

The Offeror shall have the capacity to do CATI modifications for phone interviews or questionnaires modifications.

Additional surveys will be conducted as needed without interfering with the ongoing implementation of the main Guam BRFSS. Surveys may be on specialized topics, using different data collection modes (e.g., cellular telephones, mail, and web-based) and/or targeting special populations.

#### **Detailed Specifications:**

##### **1. Product and Service Requirements**

- a. The Offeror shall perform the activities necessary to fulfill the requirements of the BRFSS. Some technical assistance is available to the Offeror from the DPHSS and the CDC. Technical assistance may include: the CATI questionnaire for Ci3 software, a telephone sample for the random sample design used by BRFSS, if needed, and edited programs developed by the CDC. In spite of these facets of technical assistance, the Offeror will be responsible for all product and service requirements and have experience with the CATI system. The signed contract will be the controlling document relating to the scope of work to be provided by the Offeror, and will specify types and dates for deliverables which in turn will form the basis for payment to the Offeror. The Offeror will meet the following product service requirements.
- b. The Offeror shall perform data entry of the State-Added Questions (SAQs) results, error checking data, and validating of data, and validating of data entries. The Offeror will ensure that the monthly data sets for the SAQs are clean before submitting to CDC. After release of data by CDC, the Offeror will also create the syntax to split the SAQ fields and submit to DPHSS. For calendar 2021, the State-Added Questions will consist of approximately 35 total questions.
- c. For landline, complete no fewer than 75 interviews per month, for a total of no fewer than 900 over the 12-month contract period. For cell phone, complete no fewer than 75 interviews per month, for a total of 900 no fewer than over the 12-month contract period. Targeted response rate

must be better than 75 percent, as calculated by the Council of American Survey Research Organizations (CASRO) method.

- d. Sign contract which includes a statement that DPHSS retains all rights to the completed interviews and data sets, and that the Offeror will not release any survey information or discuss the results without prior written approval from DPHSS. This contract may, upon mutual agreement by the Offeror and the DPHSS, be renewed after one year for an additional year, subject to the availability of funds.
- e. When required, capability to increase sample size and additional questions for a fee. DPHSS serves as coordinator for developing add-on questions. Additional payments may be made for extra costs of extra programming and pretest of new questions and increase of sample size. Separate billings will be required for add-on questions and increase of sample size, and the Offeror will be responsible for detailing all costs.
- f. Maintain adequate records supporting costs associated with this agreement. Such records shall at a minimum include personnel time records signed and approved by supervisory personnel, and additional records supporting computer time and equipment rental, telephone lines, supplies and other costs when applicable.
- g. Develop and maintain procedures to ensure confidentiality of information provided by survey respondents.
- h. In the event that a systematic, recurring error is discovered in the sampling or interview operations, the Offeror must immediately notify DPHSS of this error, correct the error at no cost to DPHSS, and provide documentation to DPHSS of the occurrence and correction.
- i. Conduct interviews in accordance with procedures and specifications supplied by the CDC and DPHSS. This includes, but is not limited to, conducting interviews during the 2-week period specified by CDC each month, randomly selecting an adult respondent in each household, and providing the monthly raw data sent to DPHSS in the form specified.

## **2. Reporting Systems and Deliverables**

- a. Monthly Status Reports are considered to be progress reports covering project activities during the prior month. The report should be consistent with the Offeror's proposal, as amended or approved in writing by DPHSS. The report shall provide a discussion of monthly survey efficiency with recommendations and plans for improvement. This full report for a particular month is due within five (5) working days of the end of the interview month.

The monthly status report shall include:

- 1) Status of monthly number of completes versus monthly targets by stratum or island.
- 2) Status of need for additional samples.
- 3) The Survey Efficiency, CASRO, cooperation rate;
- 4) A record of the disposition of all monthly calls;
- 5) A record of the outcome of supervisor verified interviews;
- 6) A report of any changes in interview staff;
- 7) The number of interviewer hours and evaluation of their performance;
- 8) A summary of the daily number of attempted calls, completed interviews, and dispositions by stratum.

(a) Monthly Datasets. Data from interviews conducted each month shall be submitted in electronic form either via e-mail or password protected electronic media to the BRFSS Program Coordinator on a monthly basis and within five (5) working days after the end of the month provided that the data set has passed the PC-Edit program of CDC. The dataset includes the entire total sample files following the data element layout provided by CDC and the state added question layout for samples that were not called, samples that were called but not contacted, samples that were called but refused, records of partial interviews, records of completed interviews. However, telephone numbers and other personal identifiable information should not be included in those monthly submissions of files.

(b) If DPHSS finds problems in reviewing the data sets, the Contractor must correct these to DPHSS's satisfaction within two weeks of notification, at no costs to DPHSS. DPHSS may require the Contractor to implement additional data consistency checks.

- b. The Offeror shall conduct data analysis and prepare annual reports using BRFSS data on selected topics by the DPHSS. A final report shall be "camera-ready" for printing by DPHSS. The final report shall include analysis of weighted BRFSS data where appropriate, taking into account the complex sample design of the BRFSS, and presenting the prevalence estimates and the associated standard errors of those prevalence estimates on all results in both tables and graphs where appropriate.

### 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. **Financial Penalty.** If the number of respondents is less than eighty-five percent (85%) of the designated number of completed interviews per month, a financial penalty of twenty percent (20%) of the monthly payment will be imposed. The penalty shall be refunded to the Offeror if the cumulative respondent completed interview for the year exceeds the minimum sample size as determined by DPHSS.

A financial penalty for low response rates will be imposed if the CASRO response rate falls below forty percent (40%). A financial penalty will also be imposed if more than 10% of completed sample interviews are partial-completes. The imposed penalty shall be refunded to the contractor if the cumulative response rate for the year exceeds the minimum response rate specified or the cumulative completes are 90% or higher.

- c. **Invoicing and Payments.** All compensation is to the appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and a monthly invoice in the form agreed to by the parties. Payment shall be based upon actual costs, as defined in 2 GAR Division 4 §710(1), submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of actual cost submitted may be less than that agree upon compensation, but in no shall it exceed the agreed upon compensation. The invoice should reflect only those service fees incurred for the current billing period. Each invoice should also include the total amount billed from the inception of the current year contract. All invoices are subject to review and approval by the DPHSS, CPHO. The acceptance and payment of any invoice will not be deemed a waiver of any DPHSS, CPHO rights under this Agreement.

## VI. **CLARIFICATION OF LANGUAGE**

1. 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 "BRFSS" is used synonymously with the Behavioral Risk Factor Surveillance System, 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 Behavioral Risk Factor Surveillance System of the DPHSS.
2. "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.

3. "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.

**VII. SPECIAL TERMS AND CONDITIONS:** *The terms and conditions of this procurement are subject to modification in keeping with any changes in Federal statutes or regulations, a material change in local law, organization, policy or state agency operation.*

1. **Public Record.** The DPHSS, CPHO shall assume without a specific written designation that all elements of the proposal are a matter of public record.
2. **Compliance with All Applicable Laws and Regulations.** Offerors agree to comply with all applicable laws, rules, regulations and policies of both the United States Government and the Government of Guam.
3. **Grantor Recognition.** Offeror are required to ensure recognition of the role of the Federal grantor agency in providing services. When a press release is issued or interview is given for any activity funded in whole or in part through this RFP, reference shall be given as to the funding source and funding agency. Offerors are required to prominently identify in a l publications and advertisements that funding for the item(s) is provided through the DPHSS, BCHS to include all activities, facilities, and items utilized pursuant to this procurement. For example, "This publication was supported by the Grant of Cooperative Agreement Number, NU58DP0006902, funded by the CDC. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the CDC.
4. **Standards of Conduct.** Offerors are required to uphold the highest standards of conduct of their program personnel in administering services to the elderly. All program personnel shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from clients or their families.
5. **Multi-Term, Multi-Year Contract.** In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled and Offeror shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the Contract.

6. The Offeror shall not assign or subcontract the Agreement, or any sum becoming due the entity under the provisions of the Agreement, without the prior written consent of the Government.
7. The Offeror shall save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other government agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, its officers, agents, servants or employees under the Agreement.
8. The Offeror shall comply 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 thereunder at 45 CFR Parts 160 and 164.
9. The Offeror 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.
10. The Offeror 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, 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. (See attached U.S. Department of Labor, Wage Determination under the Service Contract Act)
11. The Offeror shall adhere to Public Law 28-98, relative to prohibiting convicted sex offenders from being employed in the Government of Guam or by Government Contractors.
12. **Social Security Number Confidentiality Act.** The Offeror shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers. (Ref. Article 7, Title 5 GCA, Chapter 32).
13. **Equal Employment Opportunity.** The Offeror shall be an equal opportunity employer. The Offeror shall not discriminate on the basis of race, religion, color, sex, sexual preference, age, national origin or disability. The Offeror shall ensure that employees are treated equally during employment without regard to their race, religion, color, sex, sexual preference, age, national origin or disability.

14. **Financial Management System.** The Offeror shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation and cash management.
15. **Procurement Procedures and Records.** The Offeror shall ensure Federal and local procurement laws and regulations are complied with in accordance with 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements. All equipment and other non-expendable property acquired through this Agreement shall be the property of the Government.

#### **VIII. GENERAL SUBMISSION REQUIREMENTS**

1. **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 BRFSS Survey 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.)
2. **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.

**OFFEROR'S PROFILE**

|      |  |   |  |
|------|--|---|--|
| 1.   | Proposal for:  | <b>GUAM BEHAVIORAL RISK FACTOR<br/>SURVEILLANCE SYSTEM SURVEY<br/>RFP/DPHSS-2021-001</b><br>July 1, 2021 to June 30, 2022   |  |
| 2.   | Name of Organization:  |   |  |
|      | Address:   |   |  |
|      | Office Telephone Number:   |   |  |
|      | Fax Number:  |   |  |
|      | E-mail Address:  |   |  |
| 3.   | Type of Organization.<br>Indicate status, check one:   | <input type="checkbox"/> Governmental Unit established by law<br><input type="checkbox"/> Private Non-Profit Corporation<br><input type="checkbox"/> Proprietary Agency<br><input type="checkbox"/> Private for Profit<br><input type="checkbox"/> Other; Specify _____ |  |
| 4.   | Location of the organization's principal place of business or central office.                      |   |  |
| 5.   | Location of proposed place of business, if different from above.                                   |   |  |
| 6.   | Date of Incorporation, as applicable.  |   |  |
| 7.   | Number of years in business:   |   |  |
| 8.   | Average number of employees over a period of twelve (12) months:                                   |   |  |
| 9a.  | Name of proposed Program Director:   |   |  |
| 9b.  | Name of proposed alternate Person in Charge:   |   |  |
| 9c.  | Title of Person in 9b:   |   |  |
| 10a. | Name of proposed Program Manager who shall be responsible for the daily operations of the program: |   |  |
| 10b. | Contact Number:  |   |  |

## Appendix A-2

## **AFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY OF \_\_\_\_\_ )  
 )ss.  
 ISLAND OF GUAM \_\_\_\_\_ )

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

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

| Name | Address | % of Interest |
|------|---------|---------------|
|      |         |               |
|      |         |               |
|      |         |               |

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

| Name | Address | Compensation |
|------|---------|--------------|
|------|---------|--------------|

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

**Signature of:**

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NOTARY PUBLIC**  
My commission expires: \_\_\_\_\_

AG Procurement Form 002 (Rev. Nov. 17, 2005)

**AFFIDAVIT Re NON-COLLUSION**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

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

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

**Signature of one of the following:**

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

**NOTARY PUBLIC**

My commission expires \_\_\_\_\_, \_\_\_\_\_.

**AFFIDAVIT Re NO GRATUITIES or KICKBACKS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

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

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

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

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

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

\_\_\_\_\_  
 Signature of one of the following:

Offeror, if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_.

**AFFIDAVIT Re ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

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

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

\_\_\_\_\_  
 Signature of one of the following:

Offeror, if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_.



BRFSS Survey (DPHSS/CPHO)

**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

"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.: 2015-5693  
Daniel W. Simms Division of | Revision No.: 12  
Director Wage Determinations | Date Of Last Revision: 12/21/2020

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: Guam Northern Marianas Wake Island  
Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

**OCCUPATION CODE - TITLE FOOTNOTE RATE**

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 13.57

01012 - Accounting Clerk II 15.23

01013 - Accounting Clerk III 17.04

01020 - Administrative Assistant 21.43

01035 - Court Reporter 17.40

01041 - Customer Service Representative I 11.51

01042 - Customer Service Representative II 12.94

01043 - Customer Service Representative III 14.12

01051 - Data Entry Operator I 12.15

01052 - Data Entry Operator II 13.25

01060 - Dispatcher Motor Vehicle 15.81

01070 - Document Preparation Clerk 13.85

01090 - Duplicating Machine Operator 13.85

01111 - General Clerk I 10.35  
 01112 - General Clerk II 11.29  
 01113 - General Clerk III 12.68  
 01120 - Housing Referral Assistant 19.39  
 01141 - Messenger Courier 11.37  
 01191 - Order Clerk I 12.57  
 01192 - Order Clerk II 13.71  
 01261 - Personnel Assistant (Employment) I 15.95  
 01262 - Personnel Assistant (Employment) II 17.85  
 01263 - Personnel Assistant (Employment) III 19.89  
 01270 - Production Control Clerk 21.78  
 01290 - Rental Clerk 11.103/10/2021 beta.SAM.gov | Search  
 01300 - Scheduler Maintenance 15.55  
 01311 - Secretary I 15.55  
 01312 - Secretary II 17.40  
 01313 - Secretary III 19.39  
 01320 - Service Order Dispatcher 14.00  
 01410 - Supply Technician 21.43  
 01420 - Survey Worker 16.79  
 01460 - Switchboard Operator/Receptionist 9.67  
 01531 - Travel Clerk I 13.01  
 01532 - Travel Clerk II 14.12  
 01533 - Travel Clerk III 15.09  
 01611 - Word Processor I 14.53  
 01612 - Word Processor II 16.31  
 01613 - Word Processor III 18.26  
 05000 - Automotive Service Occupations  
 05005 - Automobile Body Repairer Fiberglass 14.82  
 05010 - Automotive Electrician 13.92  
 05040 - Automotive Glass Installer 13.02  
 05070 - Automotive Worker 13.02  
 05110 - Mobile Equipment Servicer 11.16  
 05130 - Motor Equipment Metal Mechanic 14.82  
 05160 - Motor Equipment Metal Worker 13.02  
 05190 - Motor Vehicle Mechanic 14.82  
 05220 - Motor Vehicle Mechanic Helper 10.22  
 05250 - Motor Vehicle Upholstery Worker 12.11  
 05280 - Motor Vehicle Wrecker 13.02  
 05310 - Painter Automotive 13.92  
 05340 - Radiator Repair Specialist 13.02  
 05370 - Tire Repairer 12.34  
 05400 - Transmission Repair Specialist 14.82  
 07000 - Food Preparation And Service Occupations  
 07010 - Baker 10.47  
 07041 - Cook I 12.05  
 07042 - Cook II 14.05

07070 - Dishwasher 9.28  
 07130 - Food Service Worker 9.34  
 07210 - Meat Cutter 11.86  
 07260 - Waiter/Waitress 9.23  
 09000 - Furniture Maintenance And Repair Occupations  
 09010 - Electrostatic Spray Painter 18.04  
 09040 - Furniture Handler 10.95  
 09080 - Furniture Refinisher 18.04  
 09090 - Furniture Refinisher Helper 13.27  
 09110 - Furniture Repairer Minor 15.70  
 09130 - Upholsterer 18.04  
 11000 - General Services And Support Occupations  
 11030 - Cleaner Vehicles 9.35  
 11060 - Elevator Operator 9.35  
 11090 - Gardener 13.00  
 11122 - Housekeeping Aide 9.44  
 11150 - Janitor 9.44  
 11210 - Laborer Grounds Maintenance 9.82  
 11240 - Maid or Houseman 9.26  
 11260 - Pruner 8.79  
 11270 - Tractor Operator 11.90  
 11330 - Trail Maintenance Worker 9.82  
 11360 - Window Cleaner 10.54  
 12000 - Health Occupations  
 12010 - Ambulance Driver 17.77  
 12011 - Breath Alcohol Technician 17.77  
 12012 - Certified Occupational Therapist Assistant 24.38  
 12015 - Certified Physical Therapist Assistant 24.38  
 12020 - Dental Assistant 15.02  
 12025 - Dental Hygienist 32.84  
 12030 - EKG Technician 25.993/10/2021 beta.SAM.gov | Search  
 12035 - Electroneurodiagnostic Technologist 25.99  
 12040 - Emergency Medical Technician 17.77  
 12071 - Licensed Practical Nurse I 15.88  
 12072 - Licensed Practical Nurse II 17.77  
 12073 - Licensed Practical Nurse III 19.81  
 12100 - Medical Assistant 12.26  
 12130 - Medical Laboratory Technician 18.82  
 12160 - Medical Record Clerk 13.61  
 12190 - Medical Record Technician 17.77  
 12195 - Medical Transcriptionist 15.88  
 12210 - Nuclear Medicine Technologist 39.04  
 12221 - Nursing Assistant I 11.34  
 12222 - Nursing Assistant II 12.75  
 12223 - Nursing Assistant III 13.91  
 12224 - Nursing Assistant IV 15.61

12235 - Optical Dispenser 17.77  
 12236 - Optical Technician 15.88  
 12250 - Pharmacy Technician 15.49  
 12280 - Phlebotomist 15.33  
 12305 - Radiologic Technologist 23.03  
 12311 - Registered Nurse I 22.53  
 12312 - Registered Nurse II 27.56  
 12313 - Registered Nurse II Specialist 27.56  
 12314 - Registered Nurse III 33.34  
 12315 - Registered Nurse III Anesthetist 33.34  
 12316 - Registered Nurse IV 39.96  
 12317 - Scheduler (Drug and Alcohol Testing) 22.01  
 12320 - Substance Abuse Treatment Counselor 22.01  
 13000 - Information And Arts Occupations  
 13011 - Exhibits Specialist I 20.35  
 13012 - Exhibits Specialist II 25.20  
 13013 - Exhibits Specialist III 30.83  
 13041 - Illustrator I 20.35  
 13042 - Illustrator II 25.20  
 13043 - Illustrator III 30.83  
 13047 - Librarian 27.91  
 13050 - Library Aide/Clerk 16.20  
 13054 - Library Information Technology Systems 25.20 Administrator  
 13058 - Library Technician 16.64  
 13061 - Media Specialist I 18.18  
 13062 - Media Specialist II 20.35  
 13063 - Media Specialist III 22.68  
 13071 - Photographer I 18.18  
 13072 - Photographer II 20.35  
 13073 - Photographer III 25.20  
 13074 - Photographer IV 30.83  
 13075 - Photographer V 37.30  
 13090 - Technical Order Library Clerk 20.35  
 13110 - Video Teleconference Technician 17.38  
 14000 - Information Technology Occupations  
 14041 - Computer Operator I 15.71  
 14042 - Computer Operator II 17.22  
 14043 - Computer Operator III 19.19  
 14044 - Computer Operator IV 21.33  
 14045 - Computer Operator V 23.62  
 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 15.71  
 14160 - Personal Computer Support Technician 21.333/10/2021 beta.SAM.gov | Search  
 14170 - System Support Specialist 21.24  
 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) 34.91  
 15050 - Computer Based Training Specialist / Instructor 24.23  
 15060 - Educational Technologist 27.61  
 15070 - Flight Instructor (Pilot) 34.91  
 15080 - Graphic Artist 20.47  
 15085 - Maintenance Test Pilot Fixed Jet/Prop 34.91  
 15086 - Maintenance Test Pilot Rotary Wing 34.91  
 15088 - Non-Maintenance Test/Co-Pilot 34.91  
 15090 - Technical Instructor 17.67  
 15095 - Technical Instructor/Course Developer 21.62  
 15110 - Test Proctor 14.27  
 15120 - Tutor 14.27  
 16000 - Laundry Dry-Cleaning Pressing And Related Occupations  
 16010 - Assembler 9.88  
 16030 - Counter Attendant 9.88  
 16040 - Dry Cleaner 11.30  
 16070 - Finisher Flatwork Machine 9.88  
 16090 - Presser Hand 9.88  
 16110 - Presser Machine Dry cleaning 9.88  
 16130 - Presser Machine Shirts 9.88  
 16160 - Presser Machine Wearing Apparel Laundry 9.88  
 16190 - Sewing Machine Operator 11.94  
 16220 - Tailor 12.44  
 16250 - Washer Machine 10.36  
 19000 - Machine Tool Operation And Repair Occupations  
 19010 - Machine-Tool Operator (Tool Room) 18.04  
 19040 - Tool And Die Maker 22.67  
 21000 - Materials Handling And Packing Occupations  
 21020 - Forklift Operator 13.96  
 21030 - Material Coordinator 21.78  
 21040 - Material Expediter 21.78  
 21050 - Material Handling Laborer 11.37  
 21071 - Order Filler 9.66  
 21080 - Production Line Worker (Food Processing) 13.96  
 21110 - Shipping Packer 15.92  
 21130 - Shipping/Receiving Clerk 15.92  
 21140 - Store Worker I 14.76  
 21150 - Stock Clerk 20.75  
 21210 - Tools And Parts Attendant 13.96

21410 - Warehouse Specialist 13.96  
 23000 - Mechanics And Maintenance And Repair Occupations  
 23010 - Aerospace Structural Welder 22.76  
 23019 - Aircraft Logs and Records Technician 17.70  
 23021 - Aircraft Mechanic I 21.67  
 23022 - Aircraft Mechanic II 22.76  
 23023 - Aircraft Mechanic III 23.91  
 23040 - Aircraft Mechanic Helper 15.07  
 23050 - Aircraft Painter 20.35  
 23060 - Aircraft Servicer 17.70  
 23070 - Aircraft Survival Flight Equipment Technician 20.35  
 23080 - Aircraft Worker 19.12  
 23091 - Aircrew Life Support Equipment (ALSE) Mechanic 19.12 I  
 23092 - Aircrew Life Support Equipment (ALSE) Mechanic 21.67 II  
 23110 - Appliance Mechanic 18.04  
 23120 - Bicycle Repairer 14.49  
 23125 - Cable Splicer 19.59  
 23130 - Carpenter Maintenance 16.07  
 23140 - Carpet Layer 16.86  
 23160 - Electrician Maintenance 18.053/10/2021 beta.SAM.gov | Search  
 23181 - Electronics Technician Maintenance I 16.86  
 23182 - Electronics Technician Maintenance II 18.04  
 23183 - Electronics Technician Maintenance III 19.55  
 23260 - Fabric Worker 15.70  
 23290 - Fire Alarm System Mechanic 15.43  
 23310 - Fire Extinguisher Repairer 14.49  
 23311 - Fuel Distribution System Mechanic 19.21  
 23312 - Fuel Distribution System Operator 14.49  
 23370 - General Maintenance Worker 11.96  
 23380 - Ground Support Equipment Mechanic 21.67  
 23381 - Ground Support Equipment Servicer 17.70  
 23382 - Ground Support Equipment Worker 19.12  
 23391 - Gunsmith I 14.49  
 23392 - Gunsmith II 16.86  
 23393 - Gunsmith III 19.21  
 23410 - Heating Ventilation And Air-Conditioning 17.16 Mechanic  
 23411 - Heating Ventilation And Air Conditioning 18.25 Mechanic (Research Facility)  
 23430 - Heavy Equipment Mechanic 18.35  
 23440 - Heavy Equipment Operator 17.12  
 23460 - Instrument Mechanic 19.21  
 23465 - Laboratory/Shelter Mechanic 18.04  
 23470 - Laborer 11.37  
 23510 - Locksmith 18.04  
 23530 - Machinery Maintenance Mechanic 23.13  
 23550 - Machinist Maintenance 19.21  
 23580 - Maintenance Trades Helper 10.67



23591 - Metrology Technician I 19.21  
 23592 - Metrology Technician II 20.42  
 23593 - Metrology Technician III 21.63  
 23640 - Millwright 19.21  
 23710 - Office Appliance Repairer 18.04  
 23760 - Painter Maintenance 13.95  
 23790 - Pipefitter Maintenance 18.39  
 23810 - Plumber Maintenance 17.27  
 23820 - Pneudraulic Systems Mechanic 19.21  
 23850 - Rigger 19.21  
 23870 - Scale Mechanic 16.86  
 23890 - Sheet-Metal Worker Maintenance 16.09  
 23910 - Small Engine Mechanic 16.86  
 23931 - Telecommunications Mechanic I 19.01  
 23932 - Telecommunications Mechanic II 19.91  
 23950 - Telephone Lineman 18.24  
 23960 - Welder Combination Maintenance 17.95  
 23965 - Well Driller 19.21  
 23970 - Woodcraft Worker 19.21  
 23980 - Woodworker 14.49  
 24000 - Personal Needs Occupations  
 24550 - Case Manager 14.72  
 24570 - Child Care Attendant 10.09  
 24580 - Child Care Center Clerk 13.25  
 24610 - Chore Aide 11.62  
 24620 - Family Readiness And Support Services 14.72 Coordinator  
 24630 - Homemaker 16.12  
 25000 - Plant And System Operations Occupations  
 25010 - Boiler Tender 19.21  
 25040 - Sewage Plant Operator 21.59  
 25070 - Stationary Engineer 19.21  
 25190 - Ventilation Equipment Tender 13.27  
 25210 - Water Treatment Plant Operator 21.59  
 27000 - Protective Service Occupations  
 27004 - Alarm Monitor 10.90  
 27007 - Baggage Inspector 9.403/10/2021 beta.SAM.gov | Search  
 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 9.40  
 27102 - Guard II 10.90  
 27131 - Police Officer I 12.05  
 27132 - Police Officer II 13.40  
 28000 - Recreation Occupations

28041 - Carnival Equipment Operator 12.79  
 28042 - Carnival Equipment Repairer 13.97  
 28043 - Carnival Worker 9.45  
 28210 - Gate Attendant/Gate Tender 13.18  
 28310 - Lifeguard 11.01  
 28350 - Park Attendant (Aide) 14.74  
 28510 - Recreation Aide/Health Facility Attendant 11.84  
 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 23.62  
 29020 - Hatch Tender 23.62  
 29030 - Line Handler 23.62  
 29041 - Stevedore I 21.98  
 29042 - Stevedore II 25.26  
 30000 - Technical Occupations  
 30010 - Air Traffic Control Specialist Center (HFO) (see 2) 39.89  
 30011 - Air Traffic Control Specialist Station (HFO) (see 2) 27.50  
 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) 30.29  
 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 23.08  
 30051 - Cryogenic Technician I 25.57  
 30052 - Cryogenic Technician II 28.24  
 30061 - Drafter/CAD Operator I 17.49  
 30062 - Drafter/CAD Operator II 19.56  
 30063 - Drafter/CAD Operator III 20.77  
 30064 - Drafter/CAD Operator IV 25.57  
 30081 - Engineering Technician I 14.84  
 30082 - Engineering Technician II 16.66  
 30083 - Engineering Technician III 18.64  
 30084 - Engineering Technician IV 23.08  
 30085 - Engineering Technician V 28.24  
 30086 - Engineering Technician VI 34.16  
 30090 - Environmental Technician 23.08  
 30095 - Evidence Control Specialist 23.08  
 30210 - Laboratory Technician 20.77  
 30221 - Latent Fingerprint Technician I 25.57  
 30222 - Latent Fingerprint Technician II 28.24  
 30240 - Mathematical Technician 23.34  
 30361 - Paralegal/Legal Assistant I 19.44  
 30362 - Paralegal/Legal Assistant II 23.94  
 30363 - Paralegal/Legal Assistant III 29.29

30364 - Paralegal/Legal Assistant IV 35.44  
 30375 - Petroleum Supply Specialist 28.24  
 30390 - Photo-Optics Technician 21.93  
 30395 - Radiation Control Technician 28.24  
 30461 - Technical Writer I 23.08  
 30462 - Technical Writer II 28.24  
 30463 - Technical Writer III 34.16  
 30491 - Unexploded Ordnance (UXO) Technician I 25.35  
 30492 - Unexploded Ordnance (UXO) Technician II 30.673/10/2021 beta.SAM.gov | Search  
 30493 - Unexploded Ordnance (UXO) Technician III 36.76  
 30494 - Unexploded (UXO) Safety Escort 25.35  
 30495 - Unexploded (UXO) Sweep Personnel 25.35  
 30501 - Weather Forecaster I 25.57  
 30502 - Weather Forecaster II 31.09  
 30620 - Weather Observer Combined Upper Air Or (see 2) 20.77  
 Surface Programs  
 30621 - Weather Observer Senior (see 2) 23.08  
 31000 - Transportation/Mobile Equipment Operation Occupations  
 31010 - Airplane Pilot 30.67  
 31020 - Bus Aide 8.15  
 31030 - Bus Driver 9.69  
 31043 - Driver Courier 9.69  
 31260 - Parking and Lot Attendant 9.91  
 31290 - Shuttle Bus Driver 10.59  
 31310 - Taxi Driver 10.37  
 31361 - Truckdriver Light 10.59  
 31362 - Truckdriver Medium 11.61  
 31363 - Truckdriver Heavy 13.92  
 31364 - Truckdriver Tractor-Trailer 13.92  
 99000 - Miscellaneous Occupations  
 99020 - Cabin Safety Specialist 14.95  
 99030 - Cashier 9.48  
 99050 - Desk Clerk 9.70  
 99095 - Embalmer 25.35  
 99130 - Flight Follower 25.35  
 99251 - Laboratory Animal Caretaker I 22.67  
 99252 - Laboratory Animal Caretaker II 24.77  
 99260 - Marketing Analyst 21.54  
 99310 - Mortician 25.35  
 99410 - Pest Controller 14.61  
 99510 - Photofinishing Worker 13.32  
 99710 - Recycling Laborer 15.75  
 99711 - Recycling Specialist 21.66  
 99730 - Refuse Collector 14.91  
 99810 - Sales Clerk 9.66  
 99820 - School Crossing Guard 16.75

99830 - Survey Party Chief 22.02  
99831 - Surveying Aide 12.52  
99832 - Surveying Technician 16.27  
99840 - Vending Machine Attendant 22.67  
99841 - Vending Machine Repairer 28.88  
99842 - Vending Machine Repairer Helper 22.67

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections 3/10/2021 under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

**HEALTH & WELFARE EO 13706:** Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts.

**\*\*This rate is to be used only when compensating employees for performance on an SCA covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.**

**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 4.174)

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty you will earn a night

differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (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 drying 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 re-grading 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.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the proposed classification title(s) a Federal grade equivalency (FGE) for each

proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).


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"" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).



The above Behavioral Risk Factor Surveillance System (BRFSS) Survey Request for Proposal Specifications were drafted by personnel of the DPHSS, CPHO to include, but not limited to, the Acting Chief Public Health Officer and Program Coordinator IV.

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 4/21/21  
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Date: APR 28 2021