

# RFP REGISTRATION FORM



**DIVISION OF SENIOR CITIZENS**  
 Department of Public Health and Social Services  
 155 Hesler Place, Hagatna, Guam 96910

**RFP SUBMISSION DEADLINE:**  
 No later than 3:00 p.m., Thursday,  
 October 27, 2022.

Official communications, clarifications and amendments to the RFP will be sent to all registered potential offerors. ***The Division of Senior Citizens, Department of Public Health and Social Services (DSC, DPHSS) shall not be liable for failure to provide notice to any party who does not officially register contact information.*** The potential offerors must legibly complete and submit the original **RFP REGISTRATION FORM** to the DSC, DPHSS.

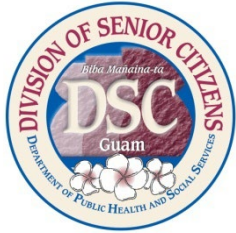
<b>REQUEST FOR PROPOSALS (RFP)</b> <b>RFP/DPHSS-2022-002</b> <b>AGING AND DISABILITY RESOURCE CENTER SOFTWARE AND SERVICES PROGRAM</b>			
<b>ORGANIZATION:</b>			
<b>CONTACT PERSON AND POSITION TITLE:</b>			
<b>PHYSICAL ADDRESS:</b>			
<b>MAILING ADDRESS:</b>			
<b>EMAIL ADDRESS:</b>			
<b>TELEPHONE:</b>			
<b>FACSIMILE:</b>			
<b>TO BE COMPLETED BY STAFF OF THE DSC, DPHSS.</b>			
<b>DATE SUBMITTED:</b>		<b>TIME SUBMITTED:</b>	
<b>RECEIVED BY:</b>			

**CONTROL NO.: 2022-DSC-ADRC-\_\_\_\_\_**

All potential offerors, those who come in person to the DSC, DPHSS to pick up a hard copy of the published RFP and those who download the RFP on-line, shall be assigned a Control Number upon receipt of this official **RFP REGISTRATION FORM** by the DSC, DPHSS.



**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES (DPHSS)  
DIVISION OF SENIOR CITIZENS (DSC)**



**AGING AND DISABILITY RESOURCE CENTER  
SOFTWARE AND SERVICES PROGRAM**

**REQUEST FOR PROPOSAL SPECIFICATIONS**

**FOR PUBLIC VIEWING**

Anticipated Service Period: This procurement is to procure Title III compliant management and operations of an island-wide Aging and Disability Resource Center Software and Services Program.

The initial term of the contract shall be from the date the Governor has signed the contract through September 30, 2023, with an option for renewal for up to three (3) additional one (1) year periods, upon the option of the Government.

The Aging and Disability Resource Center Software and Services Program is funded by Local Government of Guam Funds and the United States Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, as amended, Grant Number: 2101GUAPC5, Catalog of Federal Domestic Assistance (CFDA) Number 93.747 APS SSA Title XX Section 2042(b).

*Final Version  
September 21, 2022*

**AGING AND DISABILITY RESOURCE CENTER SOFTWARE AND SERVICES  
PROGRAM**

**REQUEST FOR PROPOSAL NO.: RFP/DPHSS-2022-002**

**Table 1: RFP Schedule without Price Proposal Submission**

<b>Milestone</b>	<b>From</b>	<b>To</b>
RFP Announcement – RFP Program Specifications are available for pickup and/or public viewing at the Department of Public Health and Social Services (DPHSS), Division of Senior Citizens (DSC) located at 130 University Drive, Suite 8, University Castle Mall, Mangilao from <b>8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.</b> Chamorro Standard Time (Guam Time) and is downloadable at <a href="https://dphss.guam.gov/rfps/">https://dphss.guam.gov/rfps/</a> in a pdf format.	Friday, September 23, 2022	Thursday, October 27, 2022
Cut-Off Date for Receipt of Written Questions – All inquiries, clarifications or questions must be submitted in writing <b>no later than 3:00 p.m. Chamorro Standard Time (Guam Time) on Friday, October 7, 2022.</b>	Friday, October 7, 2022 3:00 p.m. Chamorro Standard Time (Guam Time)	
DPHSS/DSC Response to Written Questions – All inquiries, clarifications or questions shall be responded to <b>no later than 5:00 p.m. Chamorro Standard Time (Guam Time) on Friday, October 14, 2022.</b>	Friday, October 14, 2022 5:00 p.m. Chamorro Standard Time (Guam Time)	
Deadline for RFP Proposal Submission – An original and two (2) copies of the proposal shall be delivered to the Division of Senior Citizens (DSC) Office located at 130 University Drive, Suite 8, University Castle Mall, Mangilao <b>no later than 3:00 p.m. Chamorro Standard Time (Guam Time) on Thursday, October 27, 2022.</b>  <b>DPHSS, DSC SHALL NOT EVALUATE PROPOSAL RECEIVED AFTER THE DATE AND TIME SPECIFIED.</b>	Thursday October 27, 2022 3:00 p.m. Chamorro Standard Time (Guam Time)	
1 <sup>ST</sup> Announcement – The Guam Daily Post and Pacific Daily News	Friday, September 23, 2022	
2 <sup>nd</sup> Announcement – The Guam Daily Post and Pacific Daily News	Tuesday, September 27, 2022	
3 <sup>rd</sup> Announcement – The Guam Daily Post and Pacific Daily News	Friday, September 30, 2022	

**GOVERNMENT OF GUAM OFFICE OF TECHNOLOGY  
AND  
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL  
SERVICES  
DIVISION OF SENIOR CITIZENS**

**REQUEST FOR PROPOSAL  
RFP/DPHSS-2022-002**

**AGING AND DISABILITY RESOURCE CENTER  
SOFTWARE AND SERVICES**



**REQUEST FOR PROPOSAL  
RFP/DPHSS-2022-002**

**AGING AND DISABILITY RESOURCE CENTER  
SOFTWARE AND SERVICES**

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## I. GENERAL INFORMATION

### 1. Purpose of Request for Proposals

To seek proposals from qualified Offerors of Title III compliant Aging and Disability Resource Center Software and Services as set forth in more detail in the Scope of Work but which include: (a) a commercially available, web-based application which includes a customer-facing website, a resource database and a call and contact module with the potential for services needed to customize the software; (b) services needed to configure, populate, test, and deploy the application; and (c) services needed to host and maintain all parts of the application.

### 2. Background – Legal Authority

Guam is an unincorporated territory of the United States and a sovereign entity by act of the United States Congress, The Organic Act of Guam (Act of Aug. 1, 1950), as amended, 48 U.S.C. 1421, et. seq.; and whose laws and regulations are available online at the Supreme Court of Guam Compiler of Laws website: <http://www.guamcourts.org/Compileroflaws/index.html>.

The Department of Public Health and Social Services, Division of Senior Citizens (DPHSS, DSC) is responsible for coordinating activities related to older persons on Guam in accordance with the Older American Act of 1965 and Guam’s Senior Citizens Act of 1978, P.L. 14-139 codified at 10 GCA, Chapter 8. Although under Guam law, a “senior citizen” is defined as age 55 years or older (see 10 GCA §8102(d), aging services administered by DPHSS, DSC as the state-wide agency State Office on Aging (SOA) for the Department of Health and Human Services, Administration for Community Living, Older Americans Act of 1965 (Older Americans Act Amendments, as amended). State Office on Aging or SOA federal funds are provided to older individuals 60 years of age or older based on the Older Americans Act criteria, *unless otherwise provided for as in target populations of the National Family Caregiver Support Program and the Bureau of Adult Protective Services. Clients of the National Family Caregiver Support Program include caregivers serving adults and children with disabilities. The Bureau of Adult Protective Services serves individuals 60 years of age and older and adults with disabilities between the age of 18-59.*

DPHSS SOA Four Year State Plan from 2020 through 2023 was approved by the Center of Community Living on August 19, 2019 and is available on the DPHSS website, and or upon request, and is incorporated herein as if fully rewritten.

### **Guam’s Geographic Location and Background**

Guam is an unincorporated territory of the United States and is the largest and southernmost island in the Marianas Archipelago. This western-most territory of the United States lies 6,000 miles from the U.S. west coast and 3,700 miles west-southwest from its closest U.S. neighbor, Hawaii. Guam consists of a single landmass of 225 square miles (length of 30 miles, width between four and eight

miles). The tropical climate is warm throughout the year. Temperatures range between 75 and 86 degrees Fahrenheit, with a mean annual temperature of 81 degrees. Guam is located within “Typhoon Alley” and is therefore vulnerable to frequent storms and typhoons that can potentially cause extensive damage and endanger the health and safety of residents. The official languages are English and Chamorro. Time zone is Chamorro Standard Time (UTC+10 Guam).

### **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)

The Director of DPHSS has determined that the Title III services requested are of a nature of professional services as defined in 5 GCA, Chapter 5 §5121; and DPHSS, DSC has complied with the Guam Procurement Law and Guam Procurement Regulations prerequisites for this method of solicitation as well as the applicable Federal program grant requirements.

The Director of DPHSS has determined that the type of contract to be used in keeping with the best interest of Guam in this DPHSS, DSC Title III services is a fixed price contract.

3. **The Office of Technology, Chief Technology Officer**  
The Guam Department of Administration, Office of Technology (OTECH) Chief Technology Officer Frank L.G. Lujan, Jr. is DPHSS, DSC’s Project Manager for this procurement.
  
4. **Guam Department of Public Health and Social Services, Division of Senior Citizens**  
The Department of Public Health and Social Services (DPHSS) is a line agency of the government of Guam. DPHSS, DSC plans, implements, and coordinates home and community-based programs and services for senior citizens age 60 years and older is also the State Office on Aging for Guam. A key component of the Division of Senior Citizens is the Aging and Disability Resource Center which is an integral part of expanding and enhancing access to information of available services to the citizens of Guam statewide.

DPHSS, DSC anticipates the project website/database to be up and functioning per Section II Scope of Service, i.e. the project “Go Live” date within approximately ninety to one hundred and twenty days period of time from the issuance of the Notice to Proceed.

The Director of DPHSS, DSC is the Procurement Officer for this procurement and issuing this RFP for professional and technological services pursuant to 5 GCA §5121.

**5. Guam’s Aging and Disability Resource Center**

Guam’s Aging and Disability Resource is an integral part of expanding and enhancing access to information of available services to the citizens of Guam statewide.

DPHSS, DSC anticipates the project website/database to be up and functioning per Section II Scope of Service, i.e. the project “Go Live” date within approximately ninety to one hundred and twenty days period of time from the issuance of the Notice to Proceed.

DPHSS, DSC statewide ADRC Project is part of its Four-Year State Plan on Aging for 2020-2023 which is approved by the U.S. Department of Health and Human Services, Administration for Community Living’s Administrator/ Assistant Secretary for Aging.

This procurement is 100% locally funded and is in compliance with Guam’s Four-Year State Plan and DPHSS intention to seek future federal grants with regard to ADRC program.

DPHSS, DSC overall ADRC Project goals are to:

- Implement a No-Wrong-Door process, ensuring that everyone has the same access to information and resources, regardless of where he or she enters the system.
- Develop a one-stop resource linking seniors and adults with disabilities to services.
- Help consumers have more control over decisions regarding the service they receive.
- Allow aging and disability network of providers to spend more time focusing on consumers and less time searching for information or filling out paperwork.
- Use technology to improve the access to, and delivery of, services for seniors and adults with disabilities.
- Combine the resources, experience and energy of the public and private sectors to make a system that’s right for everyone who needs long-term supports and services.



Additionally, DPHSS, DSC seeks to continue to enhance the utilization of the ADRC as a tool for Information and Referral; for Intake; for Consumer Assessment, Referral and Enrollment and Case Management, to better assist its consumers, as well to permit its service providers and vendors to submit their Units of Services to report data on clients receiving aging services.

Further, DPHSS, DSC seeks to continue the use for the (g) Older Americans Act Performance System (OAAPS) <https://oaaps.acl.gov/welcome> to provide a directory of services to support consumers on Guam.

DPHSS, DSC assumed administration of the ADRC in October 2014. A Title III ADRC website and database has been provided to Guam by RTZ Associates, Inc. on its proprietary GetCare software and support services, at “GuamGetCare.com” and DPHSS, DSC has been planning the development and maintenance of a comprehensive network of resources to provide support to individuals and their families within the Aging Network and plan to expand to the disability and community at large. The goal is to provide a system for aging clients to age in place and remain independent to prevent pre-mature institutionalization.

**6. The United States Department of Health and Human Services**

The United States Department of Health and Human Services ADRC Projects are envisioned by U.S. Administration for Community Living formerly Aging (AoA) and the Centers for Medicare and Medicaid Services (CMS) as highly visible and trusted places available in every community across the country where people of all ages, incomes and disabilities go to get information on the full range of long-term support options. The ADRC Program provides states with an opportunity to effectively integrate the full range of long-term supports and services into a single, coordinated system State efforts to develop “one-stop shop” programs at the community level that help people make informed decisions about their service and support options. States used ADRC funds to integrate and/or better coordinate their existing systems of information, assistance, and access and are doing so by forming strong State and local partnerships.

Three core principles of AoA and CMS’s vision are: 1) creation of a person-centered, community-based environment that promotes independence and dignity for individuals; 2) provision of easy access to information to assist consumers in exploring a full range of long-term support options; and 3) provision of resources and services that support the range of needs for family caregivers.

In the fall of 2003, the U.S. Department of Health and Human Services, Administration on Aging (AoA) and the Centers for Medicare and Medicaid Services (CMS), as a collaborative effort launched the federal Aging and Disability Center Program to streamline access to long-term care supports.

In 2005 the Guam ADRC project was funded by a Federal grant awarded by the Administration on Aging and the Centers for Medicare and Medicaid Services to the Guam Department of Mental Health and Substance Abuse and administered by the Department of Integrated Services for Individuals with Disabilities.

In 2007 DPHSS, DSC entered into a Memorandum of Understanding with Guam's Department of Integrated Services for Individuals with Disabilities to fortify the aging network's commitment to integrate and utilize the ADRC Project, the Guam State Office on Aging.

On September 30, 2009, Guam Department of Mental Health and Substance Abuse DISID received the Notice of Award from the U.S. Department of Health and Human Services, Administration on Aging (AoA) for the Expansion and enhancement of Guam's ADRC program (project). Project funding was provided by the U.S. Department of Health and Human Services, U.S. Administration on Aging in collaboration with The Centers for Medicare and Medicaid Services to develop ADRC and provide various funding for the ADRC initiative.

During FY 2010 AoA funded the second year continuations of grants awarded in FY 2009 which expanded the geographical reach of ADRCs to every State and increased the number and coverage of ADRCs with a number of States with existing ADRCs. Two competitions for new awards were also held In FY 2010: 1) support for incorporating into existing ADRCs the service of option counseling where individuals could receive a full assessment of their needs and understand their choices for current and future supports in maintaining their quality of life at home or at a long term care facility; 2) support for ADRCs to adopt evidence-based care transition models that integrate the medical and social service systems to help older individuals and those with disabilities remain in their own homes and communities after a stay in a hospital, rehabilitation or skilled nursing facility.

**7. Qualification of Offerors**

Offerors must have a previously-developed product or service that meets the requirements and functionality described in this RFP. DPHSS, DSC expects rapid deployment and implementation of the functionality described in this RFP, and is requiring a configurable, existing application. DPHSS, DSC prefers a solution that is a Software as a Service model of configuration, deployment, licensing, support, hosting, operations and maintenance. DPHSS, DSC also understands there are a wide variety of possible solutions for this RFP that may be proposed.

**8. All Parties to Act in Good Faith**

This Request for Proposals (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Law and the Guam Procurement Regulations. This RFP requires all parties involved in the preparation of the RFP,

the evaluation and negotiation of proposals, and the performance or administration of contracts to act in good faith.

9. **Liability For Costs to Prepare Proposal**

DPHSS, DSC is not liable for any costs incurred by any potential Offeror in connection with the preparation of its proposal. By submitting a proposal, the potential Offeror expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its proposal.

10. **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)

## II. PROPOSAL PROCESS

1. **RECEIPT AND HANDLING OF PROPOSALS:**

- a. **Registration.** 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. A Register of Proposals shall be established which shall include for all proposals, the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of Offerors who are not awarded the contract shall not be opened to public inspection.
- b. **Requests of Non-Disclosure of Trade Secrets and Proprietary Data.** If 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 Offeror in writing what portion of the proposal will be disclosed and that, unless 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.

- c. **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 Offeror on the proposal form.
- d. **Non-Obligation of DPHSS.** This RFP does not obligate DPHSS, DSC to award a contract for services or supplies.

## 2. DISCUSSION:

- 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 qualifications, and
  - (2) Explore with Offeror the scope and nature of the required services, 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 DPHSS shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of 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 Offeror at any time prior to the conclusion of discussions.
- d. **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, Offeror is prohibited from making multiple proposals in a different form, i.e., as a prime offeror and as a subcontractor to another prime offeror.

3. **EVALUATION.** Proposals shall be evaluated only on the basis of evaluation factors stated in this RFP.

**Proposal Evaluation Criteria:** The Evaluation Committee will review and evaluate Offerors according to the following criteria based upon a maximum available points of 100. A total of 100 points is possible. In order for Offeror to be considered eligible for award, the proposal from Offeror shall need to garner 70 points or greater from the Evaluation Committee. The evaluation criteria will be used to evaluate proposals for the purpose of ranking them based on how fully each proposal meets the requirements of the RFP.

- a. **FEATURES AND FUNCTIONS** **30 POINTS**  
The proposed application complies with the features, functions, accessibility and privacy standards.

- b. **PROJECT PLAN** **20 POINTS**  
The plan for performing the required services.

- c. **QUALIFICATIONS AND ABILITIES** **20 POINTS**  
Ability to perform the services as reflected by technical training and education, general experience in providing the required services, and qualifications and abilities of personnel proposed to be assigned to perform these services.

- d. **PAST EXPERIENCE/PERFORMANCE** **20 POINTS**  
A record of past performance of similar work.

A record of past performance inclusive of working specifically with Aging and Disability Resource Center(s) in the United States Territories. Past record of providing products and services that address the unique challenges of management information system.

- e. **PERSONNEL, EQUIPMENT AND FACILITIES** **10 POINTS**  
The personnel, equipment, and facilities will be available at the time of contracting.

4. **ERRORS AND OMISSIONS.** DPHSS, DSC reserves the right to make corrections due to minor errors of the potential Offeror identified in proposals by DPHSS, DSC or Offeror. DPHSS, DSC at its option, has the right to request clarification or additional information from potential Offeror during the evaluation or negotiation phases.

5. **SELECTION OF THE BEST QUALIFIED OFFERORS.** After conclusion of validation of qualifications, evaluation, and discussion as provided in §3114(i) (Discussions), the head of the agency conducting the procurement or a designee of such officer 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.

6. **Negotiation and Award of Contract.** DPHSS, DSC will negotiate a contract with the best-qualified Offeror for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) determining Offeror will make available the necessary personnel to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
7. **Successful Negotiation of Contract with Best Qualified Offeror.** If compensation, contract requirements, and contract documents can be agreed upon with the best qualified Offeror, the contract shall be awarded to that Offeror.
8. **Failure to Negotiate Contract With Best Qualified Offeror:**
  - a. 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 head of the agency conducting the procurement or designee of such officer shall advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three (3) days.
  - b. Upon failure to negotiate a contract with the best qualified Offeror, the head of the agency conducting the procurement or designee of such officer may enter into negotiations with the next most qualified Offeror. If compensation, 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) of this Section and commence with the next qualified Offeror.
9. **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 DPHSS, DSC receiving adequate Title III and local funds.
10. **FAILURE TO NEGOTIATE CONTRACT WITH OFFERORS INITIALLY SELECTED AS BEST QUALIFIED.** Should the head of the agency conducting the procurement or a designee of such officer be unable to negotiate a contract with any of 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.
11. **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.

### III. INSTRUCTIONS TO OFFERORS

Offerors shall follow all instructions contained in this Request for Proposal (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 DPHSS, DSC 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’s cover letter acknowledges receipts of all amendments to this RFP.
  - c. The organization assures it has reviewed, signed, dated and submitted in blue ink Appendices of Mandatory Forms and Appendices of Mandatory Federal Program Forms.
  - d. The organization may only submit one (1) proposal. Multiple offers or alternative offers will be rejected.
  - e. 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, DSC.

- f. The organization retains and shall retain the financial capability to provide the required services of this program.
- g. The organization is legally qualified to contract with the government of Guam.
- h. The organization has not filed for, nor is in the process of filing for bankruptcy.
- i. 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.
- j. The organization ensures that its employees who directly provide the services which are subject to 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 Title 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.
- k. 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 as 45 CFR Parts 160 and 164.
- l. The organization ensures compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers. (Ref. Article 7, Title 5 GCA, Chapter 32)
- m. Offeror is strictly prohibited from employing convicted sex offenders to work directly with clients (Ref. 5 GCA §5253). The provisions of P.L. 28-98 also apply.
- n. The organization shall be cognizant of the provisions of Title III of the Older Americans Act of 1965, as amended, the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and the Administration for Community Living (ACL) is guidance policy regarding same-sex marriage (see Compliance with Federal Laws and Regulations).



2. **REGISTRATION REQUIRED.** DPHSS maintains a procurement registration log and has a contact registration card process. Only registered potential Offerors may submit proposals in this procurement. Official communications, clarifications and amendments to the RFP will be sent to all registered potential Offerors. Receipt and acknowledgment of all RFP amendments is required of all Offerors submitting proposals. DPHSS, DSC shall not be liable for failure to provide notice to any party who do not register contact information.
  
3. **MANDATORY FORMS.** The Guam Procurement Law requires each Offeror to make a number of disclosures. Some of the disclosures are required for an Offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. Offeror's ease in making these required disclosures, the Government is providing all required forms as an attachment to this RFP. The forms must be completed and included with an Offeror's proposal. The forms are attached to Section IX, Appendix of Mandatory Forms. **Failure to complete and submit the forms will automatically disqualify a proposal as being non-responsive, and the technical portion of the proposal will not be evaluated.** All notarized affidavits must be prepared no earlier 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 on 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, Influence, Commissions and Conflicts of Interest (Appendix A-2).** Affidavit Re Disclosing Ownership, Influence, Commissions and Conflicts of Interest (Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021) (new) AG Procurement Form 002).

Disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring during the 365 days preceding the publication of this solicitation and until award of any contract in this procurement by affidavit on the AG Procurement Form 002 is required by Offeror. The Offeror's duty to disclose ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest, and to update any prior disclosures promptly is a continuing duty, and material to this solicitation, and any contract awarded under this solicitation. The affidavit shall be open and available to the public for inspection and copying. (5 GCA §5233).
  
  - c. **Affidavit re Non-Collusion (Appendix A-3).** Offeror must represent that its offer is genuine and not a sham and that Offeror is not in collusion with

others, and that Offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person or Offeror to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.

- d. **Affidavit re No Gratuities and Kickbacks (Appendix A-4).** Offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.
- e. **Affidavit re Ethical Standards (Appendix A-5).** Offeror must represent 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 regulations pertaining to ethics in public contracting.
- f. **Affidavit re Contingent Fees (Appendix A-6).** Offeror must represent, pursuant to 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 arrangement 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. DOL Wage Determination (Appendix A-7).**

- (1) Guam law requires that all contractors who provide services to the government of Guam must pay their employees wages and benefits in accordance with the most recent Wage Determination for Guam issued by the U. S. Department of Labor. Therefore, all bidders and Offerors must take into consideration the current Wage Determination for Guam applicable to their employees when submitting a bid or proposal to the Government of Guam.
- (2) The requirement to pay wages and benefits in accordance with the most recent Wage Determination is applicable to a contractor's employees who are responsible for the direct delivery of contract deliverables to the government, whether in whole or in part, under the contractor's contract with the government. Benefits to employees covered by the requirement shall include a minimum of ten (10) paid holidays per annum, and health and similar benefits as provided for by the applicable Wage Determination. The requirement is also applicable to the contractor's subcontractors.
- (3) A copy of the Wage Determination for Guam in effect at the time this solicitation is issued is attached. If the Wage Determination for Guam is changed before the date of submission of bids or proposals, the government will notify Bidders or Offerors of the change. If the Wage Determination for Guam is changed after the date of submission of bids or proposals but before bids or proposals are opened, only those who have submitted a bid or proposal will be afforded an opportunity to re-submit their bid or proposal. If a Wage Determination for Guam is changed after the lowest bidder is announced and has been confirmed to be responsive and responsible, or the best qualified Offeror is selected, but before a contract becomes effective, then such bidder shall be afforded an opportunity to make an adjustment to its bid price to reflect the new wages or benefits, or Offeror shall be afforded an opportunity to renegotiate an adjustment to its price to reflect the new wages or benefits. To view the most recent Wage Determination for Guam, please visit the following web site:  
<http://www.wdol.gov/>
- (4) After a contract is entered into, the contractor shall be responsible for checking the U. S. Department of Labor web site periodically for the most current Wage Determination for Guam. The contractor shall pay the most current wages and benefits during the term of any contract resulting with the government of Guam, as newer Wage Determinations become effective. If the contract contains a renewal provision, and the contract is renewed, then the renewal document shall reflect that the Wage Determination most recent to the renewal date shall apply.

- (5) A violation of the requirement to pay in accordance with the most recent Wage Determination applicable to Guam may result in placement of the contractor on probationary status for one (1) year by the Chief Procurement Officer. No government contract will be awarded to that contractor during the probationary period.
- (6) A Bidder or Offeror must represent in its bid or proposal that, if a contract results with the government from this solicitation, then during any term of such contract, the bidder or Offeror will always pay wages, and will always provide health and similar benefits, to its employees affected by the requirement, in accordance with the most recent Wage Determination issued for Guam, as such Wage Determination may be changed from time to time. A form for this purpose is attached to this solicitation, and is entitled "Declaration re Compliance with USDOL Wage Determination" (AG Procurement Form 006). All bidders and Offerors must submit the form with their bid or proposal, attaching the most recent Wage Determination to the form.

4. **RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS.** Offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, or who is listed on a Sex Offender Registry, shall provide services on behalf of the offeror relative to this procurement. If Offeror is awarded a contract, and any person employed by the offeror providing services under the resulting contract is subsequently convicted, then Offeror warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under the resulting contract. If Offeror is found to be in violation of any of the provisions of this paragraph, then the Government shall give notice to the offeror to take corrective action. Offeror shall take corrective action within twenty-four hours of notice from the Government, and the offeror shall notify the Government when action has been taken. If Offeror fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any resulting contract. Offeror shall be solely responsible for ensuring that any of its subcontractors providing services to the Government in any contract resulting from this procurement also complies with this restriction.

5. **MANDATORY FEDERAL PROGRAM FORMS.** The purchasing agency is providing the additional Mandatory Federal Program Forms samples. They must be completed and included with the RFP. The forms are attached in Section X. Appendix of Mandatory Federal Program Forms. **Failure to complete and**

**submit the forms will automatically disqualify Offeror's submission to this RFP, as being non-responsive.** Furthermore, all Mandatory Federal Program Forms submitted by Offeror awarded the contract will be open to public inspection and copying. The Mandatory Federal Program Forms include the following:

- a. Appendix B-1 2 CFR Part 200 – Appendix II Contract Clauses
- b. Appendix B-2 Certification of Non-Discrimination
- c. Appendix B-3 Civil Rights Requirements
- d. Appendix B-4 Certification Regarding Debarment, Suspension, Ineligibility.
- e. Appendix B-5 Compliance with federal Laws and Regulations
- f. Appendix B-6 Limited English Proficiency Certification

6. **REQUIRED SIGNATURE.** The authorized official of the submitting organization shall sign all copies of the cover letter to the proposal. If 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 Offeror's submission to this RFP, as being non-responsive.**

7. **SUBMISSION:**

- a. The proposal shall be typewritten, be complete and technically accurate at the time of submission. The proposal shall be submitted on standard white paper and be clipped, stapled, or bound and submitted in a sealed envelope.
- b. Budget Proposal. Offeror must submit a detailed budget proposal it seeks to request funding. Budget Proposal must be in a separate sealed envelope outlining the funds required.

Each Offeror must provide a budget proposal for the services, and enclose the budget proposal in a separate envelope marked "Budget Proposal". Only one (1) sealed envelope with Offeror's rates should be submitted.

- c. Envelope(s) shall be sealed and labeled indicating the following:

**REQUEST FOR PROPOSAL  
TO BE OPENED BY AUTHORIZED PERSONS ONLY  
RFP Number RFP/DPHSS-2022-002  
Aging and Disability Resource Center Software and Services**

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

DSC Personnel

- d. **DO NOT FAX PROPOSAL.** An original and two (2) copies of the proposal shall be submitted. Proposals shall be mailed or delivered to DPHSS, DSC. Mailed proposals shall be received on or before the deadline. If delivered, ensure that the envelope containing the proposal is date-stamped by DPHSS, DSC personnel.

**MAIL TO:**

Ms. Charlene D. San Nicolas  
Senior Citizens Administrator  
Division of Senior Citizens  
155 Hesler Place  
Hagatna, Guam 96910

**DELIVER TO:**

Ms. Charlene D. San Nicolas  
Senior Citizens Administrator  
Division of Senior Citizens  
130 University Drive  
Suite 8 University Castle Mall  
Mangilao, Guam 96913

8. **Deadline for Written Questions.** The deadline for written questions is no later than 3:00 p.m., Chamorro Standard Time (UTC+10 Guam) **Friday 10/07/2022.**
9. **SUBMISSION DEADLINE:**
- a. An original and two (2) copies of the proposal shall be delivered to the Division of Senior Citizens Office located at 130 University Drive, Suite 8 University Castle Mall, Mangilao, Guam 96913, **no later than 3:00 p.m. Chamorro Standard Time (UTC+10 Guam), Thursday, 10/27/2022.**
- b. **DPHSS, DSC SHALL NOT EVALUATE PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED.**
- c. **ADDITIONALLY, PROPOSALS TRANSMITTED VIA FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**
- a. All inquiries, clarifications, or questions must be submitted in writing no later than 3:00 p.m., Chamorro Standard Time (Guam Time), Friday, 10/07/2022 and shall be responded to no later than 5:00 p.m., Chamorro Standard Time (Guam Time), Friday 10/14/2022. Inquiries, clarifications, or questions shall contain the RFP number RFP/DPHSS-2022-002 (CMS) in the subject line and must be addressed as follows:

Department of Public Health and Social Services  
Division of Senior Citizens

Senior Citizens Assistant Administrator  
Mr. Chad Palomo  
Email: [dsc.procurement@dphss.guam.gov](mailto:dsc.procurement@dphss.guam.gov)  
Telephone: (671) 735-7415 or (671) 735-7421  
Fax: (671) 735-7416

10. **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.
11. **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.
12. **NON-RESIDENT TAX WITHHOLDING.** A nonresident person without a valid Guam business license residing outside of Guam, shall be subject to a withholding assessment, the equivalent of the Guam BPT, 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.

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

1. **TYPE OF CONTRACT.** Fixed Price Contract will be entered with Offeror [Ref. 2 GAR Division 4, §3119(d)(2)].
2. **EFFECTIVE DATE.** This contract shall be effective upon the date of the signature of the Governor of Guam (“the Effective Date”). DPHSS, DSC is not responsible for any ADRC Software and Services RFP/DPHSS-2022-002 work or services prior to that date and Contractor warrants that no services will be performed under this contract prior to the effective date. DPHSS, DSC will provide Contractor with a notice to proceed, and all deliverable due dates will be as set forth in Appendix C Sample Contract, attached and incorporated herein. (The negotiated time table for performance and completion of deliverables and fixed price per deliverable, will be part of Attachment A, or may be a separate attachment).
3. **INITIAL TERM.** The initial term of this contract will be from the Effective Date to September 30, 2023 (“the Initial Term”).

4. **RENEWAL TERM(S).** The contract may be renewed at the option of DPHSS, DSC for up to three (3) additional one (1) year periods (each a Renewal Term), upon satisfactory performance in keeping with the objectives of the Federal grant and the terms of this Agreement. This contract will be renewable for up to four (4) one year Fiscal Years (each one being a “Renewal Term”), at the option of DPHSS, DSC and the best interests of the government of Guam, subject to the allocation, appropriation and availability of funds.
5. **EXTENSION TERM.** In the event Guam procurement laws and regulations permit OTECH major information technology project service level and maintenance and support as set forth in Section II Scope of Work to be extended after the final Renewal Term, at DPHSS, DSC’s option and in if the best interest of Guam, the parties can agree to an Extension Term, subject to funds being appropriated, allocated, and available. The most recent applicable U.S. Department of Labor Wage Determination will apply to any renewal term.
6. **MULTI-TERM CONTRACT.** DPHSS, DSC shall notify Contractor on a timely basis in writing that funds are, or are not, available for the continuation of the contract for each succeeding period. In the event of cancellation of this multi-term contract as provided above, Contractor will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

In this procurement Offerors submit pricing for the entire time of performance, and the firm fixed price per deliverables and services are set forth in Section IV of the contract.

7. **MULTIPLE CERTIFICATIONS OF FUNDS.** In any Fiscal Year, DPHSS, DSC may make multiple certifications of funds.
8. **DEBARMENT OR SUSPENSION:**
  - a. Any Offeror whose previous contract for any Title III Aging 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 Title 5 GCA, Article 9, §5426 includes:
    - (1) Violation of the ethical standards set forth in Title 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 §5427(e) of Title 5 GCA, Article 9.



## V. BACKGROUND INFORMATION

### 1. OFFEROR'S PROFESSIONAL HISTORY:

- a. Describe the history of your organization and its mission as it relates to Aging and Disability Resource Center Software and Services or similar services for the population served, including incorporation date, if applicable, and principal sources of financial support.
- b. List past experience with Title III Aging Programs and other similar programs administered by your organization and significant accomplishments.
- c. List all government contracts awarded in the previous three (3) years by title and contract amounts.
- d. List any professional complaints (pending and resolved) filed with Federal and local agencies against your organization within the last three (3) years.
- e. List any pending and adjudicated criminal or civil contempt proceedings against the applicant and any employee employed by the applicant.
- f. List Professional Liability Errors and Omissions, with coverage of not less than \$1 million per claim/\$1 million general aggregate that shall include a Network Security coverage extension and the cyber-liability insurance described below.

Crime Coverage with coverage of not less than \$5 million single limit per occurrence and \$1 million in the aggregate, which shall at a minimum cover occurrences falling the following categories: Computer Fraud; Robbery, Safe Burglary; Forgery or Alteration; Money and Securities; Employee Dishonesty and Theft; Disappearance and Destruction of Property. Crime Coverage shall include coverage for Contractor employees working on this project; and

Cyber-liability insurance that is part of the Professional Liability Errors and Omissions policy and that includes but is not limited to coverage for first-party costs and third-party claims from (i) failure to protect data, including unauthorized disclosure, use or access, (ii) security failure or privacy breach, (iii) failure to disclose such breaches as required by law, regulation or contract, (iv) notifications, public relations, credit monitoring, postage, advertising, and other services to assist in managing and mitigating a cyber-incident, (v) interruptions of business operations, (vi) network security failure, (vii) cyber-extortion and cyber-terrorism, (viii) communications and media liability (e.g., infringement of copyright, title, slogan, trademark,

trade name, trade dress, service mark or service name in the policyholder's covered materials, (ix) EFT, computer, and electronic transmissions fraud, and (x) other cyber-liability and cyber-crime expenses.

- g. Describe experience in development of ADRC websites/content.
- h. Describe experience working with Territories.
- i. List Professional Liability Errors and Omissions, with coverage of not less than \$1 million per claim/\$1 million general aggregate that shall include a Network Security coverage extension and the cyber-liability insurance described below.

Crime Coverage with coverage of not less than \$5 million single limit per occurrence and \$1 million in the aggregate, which shall at a minimum cover occurrences falling the following categories: Computer Fraud; Robbery, Safe Burglary; Forgery or Alteration; Money and Securities; Employee Dishonesty and Theft; Disappearance and Destruction of Property. Crime Coverage shall include coverage for Contractor employees working on this project; and

Cyber-liability insurance that is part of the Professional Liability Errors and Omissions policy and that includes but is not limited to coverage for first-party costs and third-party claims from (i) failure to protect data, including unauthorized disclosure, use or access, (ii) security failure or privacy breach, (iii) failure to disclose such breaches as required by law, regulation or contract, (iv) notifications, public relations, credit monitoring, postage, advertising, and other services to assist in managing and mitigating a cyber-incident, (v) interruptions of business operations, (vi) network security failure, (vii) cyber-extortion and cyber-terrorism, (viii) communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder's covered materials, (ix) EFT, computer, and electronic transmissions fraud, and (x) other cyber-liability and cyber-crime expenses.

**2. OFFEROR'S FINANCIAL CONDITION:**

- a. If your organization was awarded a government contract during the previous three (3) years, list citations in the areas of procurement, questioned costs and material weaknesses identified by the government through a program audit. Include the status or resolution of each listed.
- b. If your organization was awarded a government contract, list occurrences in which your organization failed to submit timely audits and reasons for such failure to submit within the last three (3) years, as applicable.

- 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. Offerors are to submit with their response a copy of organization's latest Financial Statement.
  - e. 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)].
  - f. A partnership, sole proprietorship, or corporation shall submit a notarized affidavit that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in the organization at any time during the 12 month period immediately preceding submission of this proposal (Ref. Title 5 GCA, Article 3, Part D, §5233).
    - (1) The affidavit shall contain the number of shares or the percentage of all assets of the organization that were held by each such person during the 12 month period.
    - (2) The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this proposal and shall also contain the amounts of any such commission, gratuity or other compensation.
3. **OFFEROR'S PROGRAM PERSONNEL.** Describe your organization's proposed personnel for this program. Attach a proposed organizational chart and position description of each proposed position. The organizational chart shall illustrate the placement of this program in relationship to all other programs and businesses under your organization. The position descriptions shall contain minimum qualifications, abilities and responsibilities of persons who shall be assigned to provide the required services. All employed program personnel shall meet the requirements and qualifications set forth in their respective position description. The organization shall ensure the key positions identified in this RFP meet all employment requirements and qualifications, abilities and responsibilities as stipulated in this RFP.

## VI. ORGANIZATION'S PROJECT PLAN

- 1. Describe in narrative form how your organization proposes to deliver services to meet the program specifications described in this RFP. The narrative shall

succinctly describe the conceptualization of all program services while integrating the administrative requirements to include capturing, entering, maintaining and reporting of data.

2. Describe in narrative form your organization's past experience with Aging and Disability Resource Center(s). Describe what lessons were learned. Specify deliverables, outcomes and performance in delivering services.
3. Describe in narrative form your organization's past experience in U.S. Territories and describe what lessons were learned. Specify deliverables, outcomes and performance in delivering services.
4. Describe in narrative form how your organization proposes to address the deliverables and services that will be negotiated and established as the tasks, schedule, and deliverables in the Statement of Work, if a contract is issued as a result of this RFP. The purpose of this RFP is to obtain an application which includes the following:
  - a. Commercially available, web-based application which includes a customer-facing website, a resource database and a call and contact module with the potential for services needed to customize the software to meet DPHSS, DSC needs;
  - b. Services needed to configure, populate, test, and deploy the application; and
  - c. Services needed to host and maintain all parts of the application.

The web-based application will present users with a logical and simple to use website and will be used to filter the resources available in the web-based system's database to return pertinent information. The Information, Referral and Assistance, Electronic Referrals will be implemented to provide information and assistance to the person and to record information about the contact, the client or the caregiver and their needs through data entry web pages. Title III Aging network service providers and vendors and DPHSS, DSC staff and authorized disability network will record contact information and can search the application for the answers to the user's questions, provide further assistance about programs and providers, and provide referrals, if needed.

The information accessible through the website and the Information, Referral and Assistance, Electronic Referrals is expected to be included in the database supporting the application. Links to other agencies and community partners will be included on the website. Guidance related to the website's content and links will be provided by a variety of interested parties with final direction from DPHSS, DSC.

5. **General Requirements.** The purpose of the this procurement is to acquire and implement an application, with minimal to no customizations on the part of DPHSS, DSC and for Offeror to have services to manage the implementation process, configure the application according to DPHSS, DSC requirements, import existing data from another database, create and perform System testing, train DPHSS, DSC staff and Aging Network as designated by DPHSS, DSC, provide documentation on these services, and provide hosting and maintenance services throughout the term of the contract and any renewals.

Describe in narrative form, your organization's project plan to address the following General Requirements of this procurement:

- a. Offeror shall develop, with DPHSS, DSC input, a project management plan that includes, among other things, a detailed schedule, a kick-off meeting, progress reports every other week, and monthly schedule updates.
- b. Obtain DPHSS, DSC written approval of the final project management plan before commencing work.
- c. Submit written project status reports to DPHSS, DSC Project Manager assigned and be available through conference calls as scheduled DPHSS, DSC meetings.
- d. Perform internal quality control on Deliverables before submission for DPHSS, DSC review and maintain records of those activities.
- e. Ensure Deliverables submitted to DPHSS, DSC meet the Deliverable requirements in the RFP and resulting Contract.
- f. Install a configurable, existing application for Guam that meets the requirements defined in this Statement of Work and approved by the OTECH.
- g. Provide implementation services to manage the implementation process, configure the application according to DPHSS, DSC requirements, and convert existing data from another database.
- h. Offeror shall create and perform System testing with DPHSS, DSC, and ensure that the application is thoroughly tested before deployment, following a written test plan that is to be submitted to and approved by DPHSS, DSC before testing commences.
- i. Offeror shall host the application.
- j. Offeror shall provide System level documentation after the initial installation and after each version update.

- k. Offeror shall provide training for persons who administer the application after the initial installation and after each version update.
  - l. Offeror shall submit quarterly reports to DPHSS, DSC that analyze the public's use of the website.
  - m. Offeror shall have the application available, loaded with data from current application, and operational within one-month upon award on a date identified by DPHSS, DSC.
6. Describe in narrative form how your organization is to have available at any given period, registered clients who are considered High Risk Clients Under Emergency Declaration. Offeror shall include written procedures for clients considered "High Risk" under Emergency Declaration. The information will be generated from the Aging and Disability Resource Center and Services and downloaded for transmittal from DPHSS, DSC or it's identified contracted service provider such as the Case Management Services Program which will then be provided to the client's village Mayor and DPHSS, DSC in preparation for emergencies. High Risk clients are identified as follows:
- a. Bedridden;
  - b. Requires transportation and/or escort assistance for evacuation to shelter, e.g., those living alone;
  - c. Requires refrigeration of medication and/or is insulin dependent;
  - d. Requires oxygen; and/or
  - e. Lives in substandard housing.
7. List by section only those areas of the program specification(s) that differ from methods your organization proposes and include alternative methods proposed by your organization, which shall be subject to approval by DPHSS, DSC.
8. **STANDARD OPERATING PROCEDURES.** Offeror shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan, is current and submitted as part of the response to this RFP.
9. **EMERGENCY MANAGEMENT PLAN.** To protect the health, safety and welfare of program personnel, Offeror shall visibly post emergency telephone numbers and the established emergency procedures, as applicable, that are subject to review by DPHSS, DSC. Offeror shall provide training to program personnel on procedures to be followed in the event of natural or manmade disasters, or incidences, as applicable, which may impact their health, safety or welfare to include:

- a. Fire/earthquake, to include a quarterly drill with an evacuation plan visibly posted in which program personnel participate;
- b. Health emergencies such as Pandemic flu outbreaks;
- c. Medical emergency, to include food poisoning situations;
- d. Physical threat, to include bodily harm situations;
- e. Severe weather or a natural disaster;
- f. Power and/or water outages; and
- g. Manmade or natural disasters.

**VII. SCOPE OF SERVICES: PROGRAM SPECIFICATIONS REQUIREMENTS FOR THE AGING AND DISABILITY RESOURCE CENTER SOFTWARE AND SERVICES**

- 1. **System Functionality.** Offeror to provide the following **Website and User Interface Requirements:**
  - a. The website shall either meet the accessibility standards found in Section 508 of the Federal Rehabilitation Act (ADAA) located at: <https://www.fcc.gov/general/section-508-rehabilitation-act>. If it does not, list the standards that are not met and specify which portions of the application do not meet the standards. DPHSS, DSC is seeking a website that is fully compliant with the both Section 508 and the ADA, as amended. In the event there are portions of the application that do not meet the standard, please explain in detail why they do not, and what Offeror's proposed plan is to become fully compliant.
  - b. The website shall allow for links to other resources through a geographic search criteria that is searchable by users through a logical and easy to use interface and shall allow for quick searches for resources using keywords, categories, and agency or program names. The ADRC Project Manager from DPHSS, DSC shall provide the local resource links. Example of link is the Guam Department of Public Health and Social Services Website located at: <http://www.dphss.guam.gov>
  - c. The website shall clearly notify users when they are about to follow a link to another website.
  - d. The website shall permit users to skip repetitive navigation links.

- e. The website shall include the ability to print in such a way that the information is formatted appropriately for printing.
- f. The website shall provide users the ability to print all of the web page or selected portions of the page, and be able to print what is returned in a search such as a resource listing, provider name and descriptions, or other information retrieved from the search.
- g. The application may adhere to the Alliance of Information & Referral Systems (AIRS) taxonomy codes and structure with up to date national AIRS standards and a search from the website must have the ability to “roll up” and “roll down” through the taxonomy levels to fulfill the search.
- h. Website shall be developed by Offeror and the website design input provided by DPHSS, DSC ADRC Project Manager in consultation with OTECH.

**2. Database Requirements.**

- a. The application database shall store data in a relational database management system (RDBMS).
- b. The database shall support, and employ where relevant, standard relational database functionality including record level data locking, referential integrity, access control, data security, and built-in XML support.
- c. The data repository shall be ODBC/JDBC Compliant.

**3. General System Requirement.**

- a. The application shall provide a method for external service providers to enter and maintain their own information. The application shall allow this data to go into a tracking mechanism where the input can be reviewed and verified. After submission data is entered and approved by external service provider, a built-in feature shall move the data to the production tables, making it available for the application to display.
- b. The application shall restrict provider profile update capabilities to only approved users.
- c. The application shall be capable of exporting data in (a) Word, (b) Excel, (c) PDF, and (d) Comma-delimited text.



- d. The application shall be capable of importing data saved in other data sources (a) Delimited text files, (b) Fixed field text files, (c) Spreadsheets, (d) XML, (e) PDF, and (f) Comma-delimited text.
- e. The application shall permit multiple programs and services to be associated with a single provider.
- f. The application shall provide access to news items, published articles and other written materials such as forms identified by DPHSS, DSC.
- g. The application shall provide links to external websites identified by DPHSS, DSC.
- h. The application shall provide program and service users a search tool (with accompanying preliminary estimates of available services) to assist users to identify the types of programs and services that may be available to an individual based on identified disabilities and needs of the individual such as a “Benefits Checklist” or a “Self-Assessment” function.

#### 4. **Security and Access Requirements.**

- a. The application shall meet the information security requirements of the Health Insurance Portability and Accountability Act Of 1996 (HIPAA), as amended and the Guam Impersonation; Identify Theft; Defined & Punished (9 GCA Ch. 46, §46.80).
- b. The application shall meet the information security requirements of the NIST Cybersecurity and Privacy Frameworks (<https://www.nist.gov/cyberframework/framework>, <https://www.nist.gov/privacy-framework/privacy-framework>).
- c. The application shall provide authorized users who have forgotten their password with the ability to answer “challenge” questions; if the questions are answered correctly, the application shall then automatically e-mail the forgotten password to users.
- d. The application shall provide supervisory override capability so that a user’s access can be re-established if he or she forgets a password or user is unable to log on.
- e. The application shall provide field-level and document-level security for all data under its control, such that any data in fields defined as secure, or documents or reports containing such data, shall not be released or otherwise made available to unauthorized entities.

- f. The application shall utilize standard user ID and password security features, including administrator capability to add/remove/inactivate user accounts and reset passwords to prevent unauthorized access to the website.
- g. The application shall ensure a lockout feature after the EOM on the 15<sup>th</sup> day lock Service Recording Records from being edited.
- h. The application shall support an unlimited number of users with individually configurable security levels in the secure access component, i.e., the portions of the site unavailable to the public, as opposed to registered users and users with even higher security clearances.
- i. The application shall permit the Contractor's Project Manager to assign user access levels on an individual user basis using role-based security, access group security or both.
- j. The application permits Contractor's Project Manager to assign website privileges based upon user access groups.
- k. The application shall have the ability to track all user identities and user activities.
- l. The application shall be capable of limiting user access to certain web pages based on user's assigned group. User groups anticipated include:
  - (1) General Public;
  - (2) Registered providers as designated by DPHSS, DSC;
  - (3) DPHSS, DSC employees and supervisors; and
  - (4) System administrator.

**5. Information, Referral and Assistance, Electronic Referrals (IR&A-E Refer) Requirements.**

- a. The Information, Referral and Assistance, Electronic Referral (IR&A-E Refer) module shall be web-based.
- b. The Information, Referral and Assistance, Electronic Referrals shall track caregivers independently from care recipients.
- c. The database shall link call and contact sessions and case history.
- d. The Information, Referral and Assistance, Electronic Referrals shall track and assist multiple clients per call or contact.

- e. The Information, Referral and Assistance, Electronic Referrals shall be able to schedule multiple follow-ups per call or contact.
- f. The Information, Referral and Assistance, Electronic Referrals shall have the ability to reassign follow-ups from one specialist to another.
- g. The Information, Referral and Assistance, Electronic Referrals shall track unique call or contact data for each client call.
- h. The Information, Referral and Assistance, Electronic Referrals shall provide follow-up customer satisfaction survey processing and tracking.
- i. The Information, Referral and Assistance, Electronic Referrals shall provide flexible ways to search the resource database including by keyword, geographic area, or other pre- defined fields.
- j. The Information, Referral and Assistance, Electronic Referrals shall have the ability to create follow-up tasks from each session and maintain a follow-up list for each agent.
- k. The Information, Referral and Assistance, Electronic Referrals shall allow for the capture of the following information: caller or contact demographics, reasons for the call or request, services requested, whether the caller/contact has had previous contact with the ADRC, disposition of the call or the contact session, unmet needs, problems/needs, and outcomes.
- l. The Information, Referral and Assistance, Electronic Referrals shall have the ability to define which fields are “required” before the call and contact record is complete.
- m. The Information, Referral and Assistance, Electronic Referrals shall have the ability to re-open a call or contact record after it has been closed.
- n. The Information, Referral and Assistance, Electronic Referrals shall have the ability for the agent to designate what kind of contact it was (e.g., call, email, voice mail, in-person, etc.).
- o. The Information, Referral and Assistance, Electronic Referrals shall have the ability for the agent to designate multiple unmet needs for a call or a contact session.
- p. The Information, Referral and Assistance, Electronic Referrals shall provide the ability for the agent to add optional comments for any call or session.

- q. The Information, Referral and Assistance, Electronic Referrals shall provide the ability for the agent to create a list of selected resources based on user needs, to select which fields in the resources are included, and to either email or print out and mail a copy of the listing to the user.

**6. Other Requirements.**

- a. **Data Migration From Current Application to New Application –** DPHSS, DSC requires Offeror to migrate resource and provider data from the current application to the new application with an automated method. A program would need to be developed to take a file of populated data elements from the current application and cross-walk the data elements into the new application's data elements. This program would be run one-time to populate the new resource database.
- b. **National Aging Program Information Systems (NAPIS) State Reporting Tool –** DPHSS, DSC requires Offeror to provide the application ability to gather and submit client demographic data electronically on a yearly basis to the NAPIS SRT application located at <http://www.acl.gov>  
  
Additionally, DPHSS, DSC requires Offeror to provide the NAPIS reporting on a monthly basis to DPHSS, DSC and Aging Network.
- c. **Lists of Users with Security Assignment –** DPHSS, DSC requires Offeror to provide a feature of the application that can report on overall security assignments and the ability to get a list of all individuals assigned a specific permission level.
- d. **Deactivate Users with Non-Use –** DPHSS, DSC requires Offeror to provide a feature of inactivation of user ID if not used for more than 30 days or upon notification by DPHSS, DSC to remove the user's access.
- e. **Site Map –** DPHSS, DSC requires for Offeror to provide an easy to understand outline of the web pages available.
- f. **User Surveys –** DPHSS, DSC requires for Offeror to place different surveys online in order to solicit user information about their satisfaction with the website or for other purposes. As part of this process, the application should be capable of collating the survey results and making them available to authorized users, as applicable.
- g. **Spell Check –** DPHSS, DSC requires Offeror to offer users a facility that identifies and suggests alternate spellings for misspelled words included

in key word searches (including medical terminology), and other text field data entries.

- h. **Public Calendar** – DPHSS, DSC requires Offeror to offer users a public calendar on the ADRC which the dates and times of upcoming events and activities can be posted by DPHSS, DSC and/or authorized agencies. At a minimum, Offeror to provide technical assistance and user manual posted on ADRC website for posting monthly public calendar of events.
- i. **Local Taxonomy Codes** – DPHSS, DSC requires for Offeror to have a field available in the resource database to be used for local taxonomy codes
- j. **Resource Directory** – DPHSS, DSC requires for Offeror to have the ability for users to print the resources listed in the Resource Directory.
- k. **On-Line Public Website and Consumer Care Record** – DPHSS, DSC requires for Offeror to host the On-Line Public Website and Consumer Care Record for an unlimited number of consumer users.
- l. **Emergency Registry** – DPHSS, DSC requires for Offeror to have the ability to have users enter their name, residential address, phone number, village and direction's to their home into a secure database to notify ADRC that they are in need of emergency services. Offeror shall provide access for contracted Title III aging providers and vendors to enter client information to include full name, physical address, phone number, village and directions to the client's residence. This Emergency Registry shall be unduplicated and uploaded in excel and pdf form within 30 minutes. The Emergency Registry shall contain the names of those clients receiving services and who have not passed away for the period specified. In the event information is missing, the system shall provide a flag or warning until information is keyed in.
- m. **Client Search and Tracking** – DPHSS, DSC requires for Offeror to have the ability for authorized programs to search for clients to enroll and register clients for aging services and track clients receiving aging services, as appropriate.
- n. **Client Care Record** – DPHSS, DSC requires for Offeror to have the ability for Aging Network to access Client Care Record information for approval and acceptance.
- o. **Client Assessment** – DPHSS, DSC requires for Offeror to provide the application ability to gather all clients requiring assessment and reassessment. The application may be filtered either by date of last assessment or by assessment due date.

- p. **Reports** – DPHSS, DSC requires for Offeror to provide the application software ability to provide a report by aging program to include demographics and units of service received on a monthly and yearly basis of clients receiving aging services by aging network program. The yearly report should provide the demographic and units of services for DPHSS, DSC annual local Compact Impact Report of clients receiving aging services. At a minimum, the reports should be available on excel spreadsheet and pdf.
- q. **Case Management** – DPHSS, DSC requires for Offeror to provide the application software for Case Management to be used by aging network, as appropriate.
- r. **Units of Services Statement-** DPHSS, DSC requires for Offeror to provide the software ability to generate a Services Statement on a monthly and yearly basis for clients receiving aging services. The Services Statement is not currently provided and is intended to provide a notice to aging clients the type of service accessed and units for the reporting month and year which will also provide the cost of service if service fees were to be imposed. DPHSS, DSC will provide Offeror with the contract value amount of the aging network community. At a minimum, the Units of Services Statement should provide a per client Cost and Units Cost on the hosted web site with access to be provided by DPHSS, DSC.
- s. **Adult Protective Services Component-**DPHSS, DSC requires the offeror to provide application software as appropriate and in accordance with Guam Public Law 31-278 for Adult Protective Services and maintain a Central Registry and shall contain and be limited to; 1) The name, address and birthdate of the elderly or adult with a disability; 2) The date or dates and the nature and extent of the suspected abuse; 3) The locality in which the suspected abuse occurred; 4) The name of the person or persons suspected of causing the abuse; 5) The progress of any legal proceedings brought on the basis of suspected abuse. Both substantiated and unsubstantiated reports of elderly or adult with a disability abuse shall be placed and maintained in the Central Registry.
- t. **National Adult Maltreatment Reporting System (NAMRS)-**DPHSS DSC requires the offeror to maintain a comprehensive, national reporting system for state APS programs. Additional information can be found at <https://omb.report/icr/202002-0985-001/doc/98874101>
- u. **Cybersecurity-**DPHSS, DSC requires the offeror to prepare, respond, mitigate cyber-attacks, deterring data breaches, downtime, and other

cyber incidents. Including identifying, securing, and mitigating threat vectors to protect the Government of Guam’s cyber borders and critical infrastructure

- v. **Prioritization of Services-** DPHSS, DSC requires its contracted service providers and vendors to utilize a Prioritization of Services Point System in unique situations in which demand for services outweigh services. DPHSS, DSC requires for Offeror to provide the application software for the Prioritization of Services to be used.

The Prioritization of Services scale is based on a point system in three (3) focal areas, the older individual’s: (1) mobility, (2) degree of existing support system, and (3) housing condition with the greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need.

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

Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor for services.

<b>Impairments in Activities of Daily Living (ADL)</b> – The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers.

7. **Hosting and System Security Policies.** Offerors are to provide the following Hosting and System Security Policies:
- a. **Organizational Security**
    - (1) Offeror must have policies and practices to include guidelines for management approval, development, implementation, and maintenance.
    - (2) Offeror must have organizational policies covering full-time/part-time employees, temporary employees, contractors, and subcontractors.
  - b. **Physical and Environmental Security**
    - (1) Offeror must have policies for log retention, review and analysis to include: minimum log requirements, configuration and implementation of logging, alert review, problem management, retention, security and protection of logs.
    - (2) Offeror must have policies covering sanitization and physical destruction of all types of data storage media.
    - (3) Offeror must have standards that restrict and controls access to various service and operational areas.
    - (4) Offeror must require that all employees, contractors, and subcontractors wear ID badges while on the premises.
    - (5) Offeror must have strict visitor control policies and procedures.
  - c. **Human Resource Security**
    - (1) Offeror must have code of ethical conduct that: establishes standards for ethics and business conduct; applies to every level of the company; applies to every location Offeror does business; applies to all employees, contractors, and subcontractors
  - d. **Access Control**
    - (1) Offeror must have policies covering access control including provisioning, authentication, authorization, access approval, revocation.
    - (2) Offeror must have policies covering strong password standards and controls including complexity, expiration, length, duplicity.
    - (3) Offeror must have policies covering deactivation of access in the event of employee resignations, deaths, retirement, etc., to terminate all provisioned access.



- e. **Network Security**
  - (1) Offeror must employ intrusion detection and prevention systems which includes monitoring, alerts, recording and reporting incidents, and personnel to review and respond to threats.
  
- f. **Data Management**
  - (1) Offeror must upon termination of services or upon the customer's request delete the environments located on Offeror's computers in a manner designed to ensure that they cannot be accessed or read.
  - (2) Offeror must archive the customer's environments to tape for at least six (6) months following termination of services.
  
- g. **Information Security**
  - (1) Offeror must have policies that prohibit any of its employees from disclosing any customer's data without written authorization from the customer, or except in accordance with the customer's contract, or to the extent authorized by law.
  - (2) Offeror must use diligent effort to inform the customer of any request for disclosure.
  - (3) Offeror must have policy for addressing security incidents including handling of data, reporting and escalation procedures.
  - (4) Offeror must have personnel who perform the role of "Information Security Manager" who is responsible for corporate security policies, practices, and initiatives.
  
- h. **Virus Control**
  - (1) Offeror must have policy requiring that all laptops and desktop computers be equipped with antivirus software, and that such software is up to date, and properly maintained.
  
- i. **Business Continuity**
  - (1) Offeror must have policies and procedures for development, maintenance, and testing of emergency responses and a disaster recovery plan.
  - (2) Offeror must maintain a current back up of its system and various resources.

8. **Project Deliverables.** DPHSS, DSC is seeking a proposal to achieve a successful implementation, on time and on budget, of a fully functioning ADRC Software and Services System that meets DPHSS, DSC requirements.

8.1. **Project Deliverables: Delivery and Acceptance.** DPHSS, DSC anticipates the project website/database to be up and functioning per Section II Scope of Service, i.e. the project "Go Live" date within approximately ninety to one hundred and twenty days period of time from the issuance of the Notice to Proceed.

- a. All Deliverables shall demonstrate due diligence in meeting the scope and requirements of the associated final written Deliverable. All Deliverables shall:
  - (1) Be presented in a format appropriate for the subject matter and depth of discussion.
  - (2) Be organized in a manner that presents a logical flow of the Deliverable's content.
  - (3) Represent factual information reasonably expected to have been known at the time of submittal.
  - (4) Present information that is relevant to the portion of the Deliverable being discussed.
  
- b. Review and Acceptance of Deliverables.
  - (1) DPHSS, DSC Project Manager shall commence a review of the Deliverable as required to validate its completeness and quality in meeting requirements.
  - (2) Review meetings with Offeror about the Deliverable shall be required as deemed necessary by DPHSS, DSC Project Manager.
  - (3) Within two (2) business days after receipt of a Deliverable, DPHSS, DSC Project Manager shall issue to Offeror written notice of acceptance or rejection of the Deliverable.
  - (4) In the event of rejection, Offeror shall correct the identified deficiencies or non-conformities within three (3) business days.
  - (5) Subsequent project tasks may not continue until deficiencies with a Deliverable are rectified and accepted by DPHSS, DSC Project Manager or DPHSS, DSC Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.
  - (6) A Deliverable shall not be deemed accepted by DPHSS, DSC until DPHSS, DSC Project Manager acknowledges in writing that the Deliverable appears to meet applicable requirements.
  - (7) For each Deliverable that is not a written report or plan, Offeror shall submit a report summarizing the Deliverable assigned, issues resolved, and completion and shall submit this within five (5) days of the Deliverable being completed.

8.2. **Project Deliverables.** DPHSS, DSC required Deliverables are below. Within each Deliverable, Offeror may suggest in its proposal other tasks, subtasks or Deliverables to improve the quality and success of the project.

- a. Project Deliverables summary list are as follows:
  - (1) Project Management Plan and Schedule
  - (2) Data Conversion Plan to Map Old to New
  - (3) Installation and Configuration of Software Plan

- (4) Written Test Plan
- (5) Data Conversion, System Access, and Testing for Guam's ADRC
- (6) Data conversion for Other DPHSS, DSC Aging Network
- (7) System Access and Test for Other Community Agencies as authorized by DPHSS, DSC such as Guam Department of Integrated Services for Individuals with Disabilities and Guam Memorial Hospital Authority
- (8) Continuity of Operations Plan
- (9) Training Plan
- (10) Training of Personnel on Software
- (11) System and Acceptance Testing
- (12) Go Live with All System Components and Launch Web Site
- (13) System Documentation
- (14) Annual Support, Host, Operate, and Maintenance of Application for Contract Term

b. **Project Deliverables Maintenance.** All written Deliverables must be delivered and maintained on-line in a project repository which is the central location for the management and maintenance of all artifacts of the project, including Deliverables. DPHSS, DSC Project Manager and OTECH will have continual access to the entire project repository to review and accept Deliverables and to provide ongoing management of the project. The schedule for the submission of Deliverables will be based on Offeror's approved Project Management Plan.

c. **Project Deliverables Submission Format.** All written Deliverables must be delivered in the following format, unless otherwise specified:

- (1) Cover letter;
- (2) One hard copy, three ring or spiral bound, as necessary;
- (3) Deliverable posted on the project repository;
- (4) One copy on electronic media (CD-ROM or thumb drive).

**NOTE: ALL DELIVERABLES (IN EACH OF THE FOUR FORMATS SPECIFIED ABOVE) MUST USE THE EXACT DELIVERABLE NUMBER AND DELIVERABLE NAME AS SPECIFIED IN THE DELIVERABLES SUMMARY LIST LOCATED IN THIS SCOPE OF WORK**

(1) **Deliverable 1 – Project Management Plan and Schedule**  
 Within 10 business days after receipt of the Notice to Proceed, Offeror shall present to DPHSS, DSC Project Manager, a detailed Project Management Plan that:

- (a) Provides the name and resume of Offeror's project manager.

- (b) Describes Offeror’s project management approach and its capability to control and deliver the System proposed.
- (c) Describes Offeror’s project team, listing all key personnel, with their responsibilities.
- (d) Identifies and prioritizes the tasks to be completed in each phase.
- (e) Provides a detailed written description of any work to be subcontracted, with the name and address of the proposed subcontractor(s), including Minority Business Enterprise subcontractors.
- (f) Includes an “Issue Identification and Resolution Plan” that provides how Offeror shall receive, track, resolve and communicate solutions of project management issues or System deficiencies identified during the System implementation and the following period of maintenance and support.
- (g) Includes a project schedule created in Microsoft Project format which provides, at a minimum:
  - 1) Show major project activities, milestones, and Deliverables with dates from Contract award through installation of a finished, fully operational System.
  - 2) Identify activities or phases that can be completed independently or simultaneously, as well as those that must be completed in sequence, before another activity or phase can begin.
  - 3) Include a matrix that lists tasks and identifies the corresponding "owner or responsible person".

(2) **Deliverable 2 – Data Conversion Plan to Map Old to New**  
 This Deliverable addresses the plan for the Data Conversion activities. A task should also be in the System and Acceptance Testing Deliverable that includes testing and validating the Data Conversion process.

- (a) **General Approach to Data Conversion**  
 This section will convey Offeror’s strategy and approach to data conversion. This section will include, at a minimum, the following:
  - 1) The data conversion approach including how data mapping will be completed.

- 2) Volume considerations, such as the size of the database and the amount of data to be converted and imported.
- 3) The time needed for converting the data from old system to new System.
- 4) The approach for handling obsolete or unused data that is not imported.
- 5) Approach to ensure the accuracy of converted data.
- 6) Method of determining what data will be imported manually, if any.

(b) **Data Conversion Plan with Tasks**

This section will identify in detail the tasks and subtasks that shall be performed in order to complete the database conversion. Tasks must be listed in order of required occurrence, and all task dependencies must be identified.

This section must address, at a minimum, the following:

- 1) Data mapping between the current system database fields and the new System.
- 2) Identification and management of duplicate data elements.
- 3) Identification of necessary default data values.
- 4) Identify all control procedures and validation criteria used to ensure that all data intended for conversion have been accurately converted and migrated.
- 5) Description of Importing tools and/or conversion programs.
- 6) Testing of Importing tools and/or conversion programs.
- 7) Reports to support the conversion and importing processes.
- 8) Work schedules, time frames, and dependencies for tasks.

(3) **Deliverable 3 – Installation and Configuration**

This Deliverable is the completion of software configurations within all modules of the System.

- (a) Offeror shall host the application software throughout development and testing.
- (b) Offeror shall perform initial install of application software on their servers.

- (c) Offeror shall lead the team by identifying which fields can be configured by the state and by assisting the team in these decision-making activities.
- (d) Offeror will create a mock-up of the application using dummy data to allow DPHSS, DSC to verify configuration and adherence to requirements.
- (e) Documentation shall be completed by Offeror to identify the configured fields and the decisions made.

**(4) Deliverable 4 – Written Test Plan**

Offeror shall manage System testing and provide the resources (staff, test environment, data storage) necessary.

The test plan shall include testing performed by representatives from DPHSS, DSC ADRC Project Manager, and OTECH committee and shall include the following:

- (a) Approach to Testing:
  - 1) Testing approach, and standards.
  - 2) Verification approach.
  - 3) Approach to non-testable requirements.
  - 4) Test Phases:
    - System.
    - Load/stress testing. User acceptance.
    - Relationship of test phases to each other.
- (b) Test Techniques and Methods:
  - 1) Test case matrix.
  - 2) Test scenarios.
  - 3) Expected results.
- (c) Test Environments and Tools:
  - 1) Network traffic test tool.
  - 2) Stress testing tool.
  - 3) Configuration management of test environment.
  - 4) Ability to load and unload Test environment data for retesting.
- (d) Test data, including use of de-identified test data (for privacy reasons attributes that would identify an individual are altered).
- (e) Roles and Responsibilities:
  - 1) Offeror test staff.
  - 2) Required skills for roles.

- (f) Test Scenarios to include:
  - 1) Log-in and security requirements.
  - 2) End-to-end data entry and search (to ensure that additions, changes, and deletions entered from different sites record properly in the database).
  - 3) Data conversion.
  - 4) System intrusion and denial of service.
  - 5) Report production and printing (agency and client generated).
  - 6) Disaster fail-over capability.
  
- (g) Testing Processes:
  - 1) Test preparations.
  - 2) Test Execution and Monitoring.
  - 3) Test Status Meetings and Reporting.
  - 4) Go/No-Go Decisions or Checkpoint Decisions.
  
- (h) Offeror must provide at least 30-day notice of any upgrades, and provide regression testing to verify upgrades do not interfere with continuous operation of the System. Offeror shall describe how they plan to meet and provide these testing Services during the term of the Contract.

**(5) Deliverable 5 – Data Conversion, System Access, and Testing for Guam’s ADRC**

Offeror shall manage and complete the data conversion, provide System access, lead the testing for Guam ADRC, to be selected by DPHSS, DSC Project Team, and provide the resources (staff, environment, data storage) necessary to complete this Deliverable.

The testing for this Deliverable shall include the full range of by DPHSS, DSC requirements and ADRC processes including:

- (a) Log-in and security requirements testing.
- (b) End-to-end data entry and search testing. To ensure that additions, changes, and deletions entered from different sites record properly in the database.
- (c) Data conversion.
- (d) System intrusion and denial of service testing.
- (e) Report production and printing (agency and client

generated).

Failure of the System to pass this System test for the Guam ADRC may require Offeror to correct the System and shall require the System test to be repeated in its entirety.

(6) **Deliverable 6 – Data Conversion for Other DPHSS Aging Network**

Offeror shall manage and complete the data conversion, provide System access, lead the testing for remaining ADRC and provide the resources (staff, environment, data storage) necessary to complete this Deliverable.

(7) **Deliverable 7 – System Access and Testing for Other Community Agencies As Authorized by DPHSS, DSC**

Offeror shall manage and complete the data conversion, provide System access, lead the testing for remaining ADRC and provide the resources (staff, environment, data storage) necessary to complete this Deliverable.

- (a) Log-in and security requirements testing.
- (b) End-to-end data entry and search testing. To ensure that additions, changes, and deletions entered from different sites record properly in the database.
- (c) Data conversion.
- (d) System intrusion and denial of service testing.
- (e) Report production and printing (agency and client generated).

Failure of the System to pass the System test for the Guam ADRC may require Offeror to correct the System and shall require the System test to be repeated in its entirety.

(8) **Deliverable 8 – Continuity of Operations Plan**

Offeror will be responsible for compiling a “Continuity of Operations Plan” that supports the following areas:

- (a) **System Failure Recovery.** The plan must provide for a recovery from a System failure (information technology, telecommunications, or related or comparable failure) in the minimal possible period time with minimal loss of data



required for formatting and transmission to DPHSS, DSC.

- (b) **System Backup Capacity.** The plan must ensure that the data collected, compiled, analyzed, formatted, and stored for delivery or transmittal to DPHSS, DSC is backed up in a location that is separate or distinct and discrete from the main operational and technical systems that Offeror relies on for regular services operations.
- (c) **System Failover Capacity.** The plan must ensure that, in the event of a failure (information technology, telecommunications, or related or comparable failure) of the main operational and technical systems that Offeror relies on for regular services operations, that Offeror has arranged for failover contingency that ensures minimal or no loss of the data that Offeror is required to format and transmit to DPHSS, DSC. This required failover capacity may involve or include elements of Offeror's failure recovery and System backup capacity.

(9) **Deliverable 9 – Training Plan**

Offeror shall describe its approach to meeting Guam's ADRC training needs. The strategy and plans prepared in this Deliverable shall demonstrate an understanding of the training requirements. A discussion of the methods proposed to develop and deliver training necessary to ensure effective use and reliable operation of the new System shall be included.

This Deliverable will include, at a minimum:

- (a) **Training Approach.** This section will describe Offeror's training strategy. This section shall include:
  - 1) Training course objectives.
  - 2) Offeror's approach to providing training.
  - 3) Offeror's role in training.
  - 4) Time frame in which training shall be accomplished.
  - 5) Methods for training (e.g. classroom, Internet-based).
  - 6) Provide an overview of the training curriculum.
- (b) **Training Logistics.** Offeror shall describe the training and the skills required for trainers. This section shall, at a minimum, include the following:
  - 1) Schedule including duration and dates.
  - 2) Roles and responsibilities of the training staff.

- 3) Description of how training evaluation will be performed, including tools, forms.
- 4) Description of training audiences and anticipated class sizes.

(10) **Deliverable 10 – Training of Personnel on Software**

Offeror shall provide qualified trainers who will provide training for DPHSS, DSC staff members and Guam’s Aging Network personnel as authorized. Training shall be sufficient to enable staff to provide assistance to users experiencing problems using the web site, need help with general navigation of the System, enter and maintain resource information, and also enter and later utilize the contact information in the Information, Referral and Assistance, Electronic Referrals module.

Offeror shall provide current electronic copies of all training materials, and must grant DPHSS, DSC the right to reproduce such materials for future training. DPHSS, DSC reserves the right to reproduce any and all documents produced by Offeror at no cost to DPHSS, DSC or any other user. Additionally, Offeror shall ensure the latest ADRC User Manual is posted and available for download on the Guam ADRC web site.

Offeror shall provide training and training materials for the System end users and the ADRC Project Manager of the application after the initial installation and after each version update. Additionally, technical assistance by Offeror is to be provided on-going and as requested by the ADRC Project Manager for the Aging Network and DPHSS, DSC.

(11) **Deliverable 11 – System and Acceptance Testing**

Offeror shall manage System and acceptance testing and provide the resources (staff, test environment, data storage) necessary to accomplish the Deliverable.

Offeror is responsible for developing test plans with DPHSS, DSC participation for the acceptance testing. Offeror will perform acceptance testing of the entire System with DPHSS, DSC ADRC Project Manager and DPHSS, DSC to ensure that it meets the functional, technical, and operational requirements. Deficiencies identified during acceptance testing may require Offeror to conduct rework before DPHSS, DSC sign-off.

System testing will include testing of the System under operational load conditions. Additionally, all interfaces will be tested to ensure correct loading of data and processing.

Failure of the System to pass the acceptance test may require Offeror to correct the System and may require the acceptance test to be repeated in its entirety.

(12) **Deliverable 12 – Go Live with All System Components and Guam’s ADRC Web Site**

DPHSS, DSC and ADRC Project Manager and aging network will launch the web site and begin to enter data. The Guam ADRC will go-live with the software and the web site on the same day.

Prior to the Go-Live date, Offeror will provide a readiness assessment to determine the go-live readiness. Approval of this assessment constitutes DPHSS, DSC decision to move forward with the Go-Live decision.

At a minimum, the assessment must address the following:

- (a) Status of data migration/conversion efforts. This includes:
  - 1) Data conversion has been completed for all systems included in conversion effort.
  - 2) Converted data has been validated and approved.
  - 3) Data entry has been completed on all data that was not included in the conversion effort but is needed by DPHSS, DSC.
  
- (b) User Acceptance Testing (UAT) approval. This will include the following:
  - 1) Documentation of completion of UAT and DPHSS, DSC acceptance of results.
  - 2) Training sign off that technical, user and super user training has been completed and approved by DPHSS, DSC.
  - 3) Documentation of User Readiness.
  
- (c) Assessment summary. This must include the following:
  - 1) Risks associated with Go-Live.
  - 2) Mitigation for risks associated with proceeding.
  - 3) Recommendation for proceeding.

(13) **Deliverable 13- System Documentation**

Offeror shall provide DPHSS, DSC with written operating procedures to clearly document the System. At a minimum, the Deliverable shall include:

- (a) **General Requirements for System Documentation**

The purpose of the documentation is to assist DPHSS, DSC staff in administration of the System. These procedures help define and provide understanding of System operations and performance. Operating procedures will be revised with any changes resulting from software upgrades by Offeror or changes in procedures during on-going operations.

**(b) Contents of System Documentation**

The documentation will address all facets of the System including the following topics:

- 1) User access management
- 2) Configuration settings
- 3) Unique processing procedures
- 4) Report generation procedures

**(14) Deliverable 14-Annual Support, Host, Operate & Maintain (SHO&M) for the System**

**(a)** During the term of the contract and in accordance with the service level requirements provided of this RFP, SHO&M activities shall encompass at a minimum, the following:

- 1) Offeror will provide customer access to the production application on a twenty-four hour, seven day a week basis with an uptime of 99% or greater.
- 2) Provide DPHSS, DSC with continuous software maintenance coverage that includes new versions, upgrades, fixes and authorized enhancements to the System. Offeror shall load new versions, updates, enhancements, and modifications on the System as required keeping the System current.
- 3) Continuously support and maintain DPHSS, DSC accepted version of the System. If Offeror intends to install any upgrade to the accepted System, including an upgrade to third-party software on which Offeror's software is dependent, the upgrade shall operate within the current operating version.
- 4) Offeror shall use appropriate and certified security methodology in all cases involving data transfer. Offeror shall notify DPHSS, DSC of any such updates or modifications prior to the upload to obtain approval to proceed.

- 5) Maintain support of any third-party software necessary for operation of the System.
  - 6) Correct malfunctions, defects, or operational problems with the System.
  - 7) Provide a System that complies with all federal and Guam laws and regulations.
  - 8) Institute and perform standard backup and archival procedures at the host site, to ensure that the System files under maintenance are preserved and recoverable.
- (b) Offeror shall create and after acceptance by DPHSS, DSC, implement a “Support, Hosting, Operations, & Maintenance Plan” that addresses the requirements of this subsection. Please note that these are minimum requirements.
  - (c) Offeror shall provide unlimited e-mail consultation with technical help and telephone consultation via a toll-free hot line, between the hours of 8:00 a.m. and 5:00 p.m. Chamorro Standard Time (UTC+10 Guam), Monday through Friday.
  - (d) Offeror shall receive, track, resolve, and communicate solutions of System deficiencies identified during the period of maintenance and support in accordance with the approved Issue Identification and Resolution Plan.
  - (e) DPHSS, DSC shall notify Offeror of problems by telephone, e-mail, or in writing, and Offeror shall respond Monday through Friday from 8:00 a.m. to 5:00 p.m. Chamorro Standard Time (UTC+10 Guam) according to the severity of an issue.

**RFP SPECIFICATIONS.** In this RFP DPHSS-2022-002 formerly RFP 2017-010, the professional service and technology specifications were prepared by OTECH Chief Technology Officer Frank L.G. Lujan Jr., and DPHSS- DSC Senior Citizens Administrator Charlene D. San Nicolas, MPA, and Senior Citizens Assistant Administrator Chad Palomo.

## **VIII. CONTRACT TERMS AND CONDITIONS:**

1. This procurement is subject to all applicable Guam laws and regulations. Guam laws and regulations are available at the Guam Supreme Court, Office of Complier’s website <http://www.guamcourts.org/CompilerofLaws/index.html>. The

Guam Procurement Laws are available at the Office of Complier's website as part of the 5 GCA Ch. 5. The Guam Procurement Regulations are available at the Office of Complier's website 2 GAR Division 4. Additionally, the Guam Office of Public Accountability <http://www.guamopa.com/>, the Guam Office of Attorney General <http://www.guamag.org/> and the Department of Administration General Service Agency [www.gsa.doa.guam.gov](http://www.gsa.doa.guam.gov) all have useful procurement information and forms.

2. A proposed contract is attached to this RFP as the Sample Contract (RFP APPENDIX C). Offerors are advised that the Sample Contract is the general form of contract that the government of Guam enters into with Offerors who are awarded contracts. In the event that Offeror has any issues or questions as to clauses in the Sample Contract (RFP APPENDIX C), Offeror must raise them in the RFP process similar to any issues or inquires they may have as to clauses in the RFP. DPHSS, DSC reserves the right to amend or revise the Sample Contract form as may be deemed necessary to serve the Government's best interest. If changes are made to the Sample Contract in RFP APPENDIX C prior to the submission date of proposals, DPHSS will issue an amendment to this RFP. If changes are made to the Sample Contract prior to the conclusion of all evaluations, DPHSS, DSC will issue an amendment to this RFP to those Offerors who have submitted proposals. However, if changes are made to the Sample Contract during negotiations with the best qualified Offeror, then such changes are considered negotiated and no amendment to this RFP will be issued.

**SEE DPHSS, DSC RFP APPENDIX C SAMPLE CONTRACT  
AGING AND DISABILITY RESOURCE CENTER  
SOFTWARE AND SERVICES**

**Proposal Checklist  
(Optional)**

This worksheet is optional. It is designed to assist the applicant in ensuring that all of the sections of the RFP have been included in this submission.

- \_\_\_\_\_ Cover Letter
- \_\_\_\_\_ Receipt and acknowledgment of all RFP amendments is required of all offerors submitting proposals
- \_\_\_\_\_ Receipt of Technical Proposal
  - \_\_\_\_\_ List of Deliverable
- \_\_\_\_\_ Receipt of Cost Proposal
- \_\_\_\_\_ Background Information
  - \_\_\_\_\_ Offeror's Professional History
  - \_\_\_\_\_ Offeror's Financial Condition
  - \_\_\_\_\_ Offeror's Program Personnel
  - \_\_\_\_\_ Organization's Service Delivery Plan
- \_\_\_\_\_ Appendix A: Mandatory Forms
  - \_\_\_\_\_ Appendix A-1 Offeror's Profile
  - \_\_\_\_\_ Appendix A-2 Affidavit Disclosing Ownership and Commissions
  - \_\_\_\_\_ Appendix A-3 Affidavit re Non-Collusion
  - \_\_\_\_\_ Appendix A-4 Affidavit re No Gratuities or Kickbacks
  - \_\_\_\_\_ Appendix A-5 Affidavit re Ethical Standards
  - \_\_\_\_\_ Appendix A-6 Affidavit re Contingent Fees
  - \_\_\_\_\_ Appendix A-7 Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination for Guam
- \_\_\_\_\_ Appendix B: Mandatory Federal Program Forms
  - \_\_\_\_\_ Appendix B-1 2 CFR Part 200 – Appendix II Contract Clauses

_____	Appendix B-2	Certification of Non-Discrimination
_____	Appendix B-3	Civil Rights Requirements
_____	Appendix B-4	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

\_\_\_\_\_ Seven (7) printed copies, with at least one (1) copy with original signatures

**SUBMITTED BY:**

Signature of Authorized Official:	Date:
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Name of Authorized Official:
------------------------------

Name of Offeror:
------------------

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

**IX. APPENDIX A: MANDATORY FORMS**

- Appendix A-1 Offeror's Profile
- Appendix A-2 Affidavit Disclosing Ownership and Commissions
- Appendix A-3 Affidavit re Non-Collusion
- Appendix A-4 Affidavit re No Gratuities or Kickbacks
- Appendix A-5 Affidavit re Ethical Standards
- Appendix A-6 Affidavit re Contingent Fees
- Appendix A-7 Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination for Guam

**X. APPENDIX B: MANDATORY FEDERAL PROGRAM FORMS**

- Appendix B-1 2 CFR Part 200 – Appendix II Contract Clauses
- Appendix B-2 Certification of Non-Discrimination
- Appendix B-3 Civil Rights Requirements
- Appendix B-4 Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion

**XI. APPENDIX C: SAMPLE CONTRACT**



**OFFEROR'S PROFILE**

1.	Proposal for:	<b>Aging and Disability Resource Center Software and Services RFP/DPHSS-2022-002</b>
2.	Name of Organization:	
	Address:	
	Office Telephone Number:	
	Fax Number:	
	E-mail Address:	
3.	Type of Organization: Indicate status, check one:	<input type="checkbox"/> Governmental Unit established by law <input type="checkbox"/> Private Non-Profit Corporation <input type="checkbox"/> Proprietary Agency <input type="checkbox"/> Private for Profit <input type="checkbox"/> Other: Specify _____
4.	Location of the organization's principal place of business or central office.	
5.	Location of proposed place of business, if different from above.	
6.	Date of Incorporation, as applicable.	
7.	Number of years in business:	
8.	Average number of employees over a period of 12 months:	
9a.	Name of proposed Project Manager:	
9b.	Contact Number:	
10a.	Name and position title of proposed alternate Person in Charge in the absence of the Project Manager who shall be responsible for the daily operations of the program:	
10b.	Contact Number:	

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

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

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam’s Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring during the 365 calendar days preceding the publication of this solicitation and until award of a contract. This includes the duty to disclose any changes to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose any changes to the facts disclosed herein continues throughout the life of the contract, including any extensions or renewals.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by \_\_\_\_\_, with principal place of business street address being: \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

**Name of >10% Owner Business or Artificial Person:**

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner)	Owner's Principal Place of Business Street Address	% of Interest

**Name of >10% Owner Business or Artificial Person:**

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner)	Owner's Principal Place of Business Street Address	% of Interest

**B.** If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name \_\_\_\_\_

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**C.** If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the

authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

///  
///

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of

contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: \_\_\_\_\_  
(date)

\_\_\_\_\_  
Signature of one of the following:  
Bidder/Offeror/Prospective Contractor, if a licensed individual  
Owner of sole proprietor Bidder/Offeror/Prospective  
Contractor  
Partner, if the Bidder/Offeror/Prospective Contractor is a  
Partnership  
Officer, if the Bidder/Offeror/Prospective Contractor is a  
Corporation

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_\_.





**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  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-5693  
Revision No.: 17  
Date Of Last Revision: 07/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide  
Northern Marianas Statewide  
Wake Island Statewide

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

OCCUPATION CODE - TITLE RATE	FOOTNOTE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.27***
01012 - Accounting Clerk II	16.02
01013 - Accounting Clerk III	17.93
01020 - Administrative Assistant	21.43
01035 - Court Reporter	17.40
01041 - Customer Service Representative I	12.66***
01042 - Customer Service Representative II	14.23***
01043 - Customer Service Representative III	15.53
01051 - Data Entry Operator I	12.15***
01052 - Data Entry Operator II	13.25***
01060 - Dispatcher Motor Vehicle	17.39
01070 - Document Preparation Clerk	13.85***
01090 - Duplicating Machine Operator	13.85***
01111 - General Clerk I	11.08***
01112 - General Clerk II	12.09***
01113 - General Clerk III	13.57***

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	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.78***
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	17.01
05010 - Automotive Electrician	15.97
05040 - Automotive Glass Installer	14.94***
05070 - Automotive Worker	14.94***
05110 - Mobile Equipment Servicer	12.82***
05130 - Motor Equipment Metal Mechanic	17.01
05160 - Motor Equipment Metal Worker	14.94***
05190 - Motor Vehicle Mechanic	17.01
05220 - Motor Vehicle Mechanic Helper	11.73***
05250 - Motor Vehicle Upholstery Worker	13.90***
05280 - Motor Vehicle Wrecker	14.94***
05310 - Painter Automotive	15.97
05340 - Radiator Repair Specialist	14.94***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.89***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.35***
07130 - Food Service Worker	9.69***
07210 - Meat Cutter	12.13***
07260 - Waiter/Waitress	9.45***
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	9.54***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	9.54***
11150 - Janitor	9.54***
11210 - Laborer Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.39***

11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	10.66***
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01
12020 - Dental Assistant	17.94
12025 - Dental Hygienist	39.73
12030 - EKG Technician	27.43
12035 - Electroneurodiagnostic Technologist	27.43
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	12.26***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.30
12210 - Nuclear Medicine Technologist	40.06
12221 - Nursing Assistant I	12.21***
12222 - Nursing Assistant II	13.73***
12223 - Nursing Assistant III	14.98***
12224 - Nursing Assistant IV	16.82
12235 - Optical Dispenser	18.23
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	27.43
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.36
12313 - Registered Nurse II Specialist	28.36
12314 - Registered Nurse III	34.32
12315 - Registered Nurse III Anesthetist	34.32
12316 - Registered Nurse IV	41.13
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	22.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15

14000 - Information Technology Occupations		15.71
14041 - Computer Operator I		17.22
14042 - Computer Operator II		19.19
14043 - Computer Operator III		21.33
14044 - Computer Operator IV		23.62
14045 - Computer Operator V		
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		21.33
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		23.78
15110 - Test Proctor		15.70
15120 - Tutor		15.70
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10.37***
16030 - Counter Attendant		10.37***
16040 - Dry Cleaner		11.84***
16070 - Finisher Flatwork Machine		10.37***
16090 - Presser Hand		10.37***
16110 - Presser Machine Drycleaning		10.37***
16130 - Presser Machine Shirts		10.37***
16160 - Presser Machine Wearing Apparel Laundry		10.37***
16190 - Sewing Machine Operator		12.34***
16220 - Tailor		12.83***
16250 - Washer Machine		10.86***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.96***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		11.43***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		13.96***
21110 - Shipping Packer		17.12
21130 - Shipping/Receiving Clerk		17.12
21140 - Store Worker I		15.38
21150 - Stock Clerk		21.62
21210 - Tools And Parts Attendant		13.96***
21410 - Warehouse Specialist		13.96***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47

23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61
23125 - Cable Splicer	21.55
23130 - Carpenter Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician Maintenance	18.21
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61
23370 - General Maintenance Worker	13.21***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.88
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	19.02
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	17.98
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.43***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	20.72
23580 - Maintenance Trades Helper	10.99***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter Maintenance	15.49
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker Maintenance	17.77
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.76
23932 - Telecommunications Mechanic II	21.01
23950 - Telephone Lineman	18.75

23960 - Welder Combination Maintenance	18.31
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	13.26***
27010 - Court Security Officer	13.26***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	13.26***
27070 - Firefighter	13.26***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	13.26***
27132 - Police Officer II	14.74***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
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	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89



30081 - Engineering Technician I	16.19
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.12
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80
30463 - Technical Writer III	37.27
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer Combined Upper Air Or (see 2)	22.66
Surface Programs	
30621 - Weather Observer Senior (see 2)	25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver Light	11.21***
31362 - Truckdriver Medium	12.16***
31363 - Truckdriver Heavy	16.10
31364 - Truckdriver Tractor-Trailer	16.10
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	9.63***
99050 - Desk Clerk	9.70***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	23.62
99252 - Laboratory Animal Caretaker II	25.80
99260 - Marketing Analyst	21.54
99310 - Mortician	26.22
99410 - Pest Controller	14.61***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.15***
99820 - School Crossing Guard	17.45
99830 - Survey Party Chief	23.79

99831 - Surveying Aide	13.53***
99832 - Surveying Technician	17.58
99840 - Vending Machine Attendant	23.62
99841 - Vending Machine Repairer	30.08
99842 - Vending Machine Repairer Helper	23.62

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month\*

\*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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving 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))."

## **APPENDIX B: MANDATORY FEDERAL PROGRAM FORMS**

- Appendix B-1 2 CFR Part 200 – Appendix II Contract Clauses
- Appendix B-2 Certification of Non-Discrimination
- Appendix B-3 Civil Rights Requirements
- Appendix B-4 Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion

## Appendix B-1 2 CFR Part 200 – Appendix II Contract Clauses

### Form – Compliance with Federal Funds Terms and Conditions

Bidder/Offeror/Contractor, by its signature below, agrees to the following certifications, assurances, contract clauses, and flow-down of contract clause requirements to any of its subcontractors.

Bidder/Offeror/Contractor/agrees as required by 2 CFR 200.326 to comply the clauses set forth in Appendix II of 2 CFR Part 200; and the Contractor agrees to flow through where applicable to the provisions to its subcontractors.

#### Appendix II to 2 CFR Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds



that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. (See §200.322) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Bidder/Offeror/Contractor

Formal Legal Name of Entity: \_\_\_\_\_

Authorized Representative's Title: By Its: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**CERTIFICATION OF NON-DISCRIMINATION**

Certification of Non-Discrimination

Contractor agrees that:

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

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

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

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

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

SUBMITTED BY:

Signature of Authorized Official:	Date:
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Name of Authorized Official:
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Name of Offeror:
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**Instructions: Offerors need to sign and submit this form with this proposal.**

**CIVIL RIGHTS REQUIREMENTS**

Civil Rights Requirements

Contractor:

Civil Rights Contact Person:

Title/Address:


Telephone Number:

Number of persons employed by the offeror unit:

SUBMITTED BY:

Signature of Authorized Official:	Date:
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Name of Authorized Official:
------------------------------

Name of Offeror:
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**Instructions: Offerors need to sign and submit this form with this proposal.**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

<b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</b>	
<b>PROJECT</b>	<b>INFORMATION:</b>
Project Name: _____	
Project Number: _____	
Data Universal Numbering System (DUNS) Number: _____	
Principal Contact: _____	
<i>Firm Name / Contact Name / Title</i>	
_____	
<i>Firm Address/ Phone Number/ Email Address</i>	
<b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</b>	
<b>Contractor-</b>	
(1) The undersigned certifies, by submission of this proposal, that it and its principals:	
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;	
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;	
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and	
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.	
(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal*.	
*Exceptions will not necessarily result in denial of award, but will be considered in determining offeror responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.	
I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.	
_____ Signature/Authorized Certifying Official	_____ Typed Name and Title
_____ Prospective Contractor/Offeror	_____ Date Signed
_____ Contractor License No. (if any)	
<b>Instructions: Offerors need to sign and submit this form with this proposal.</b>	

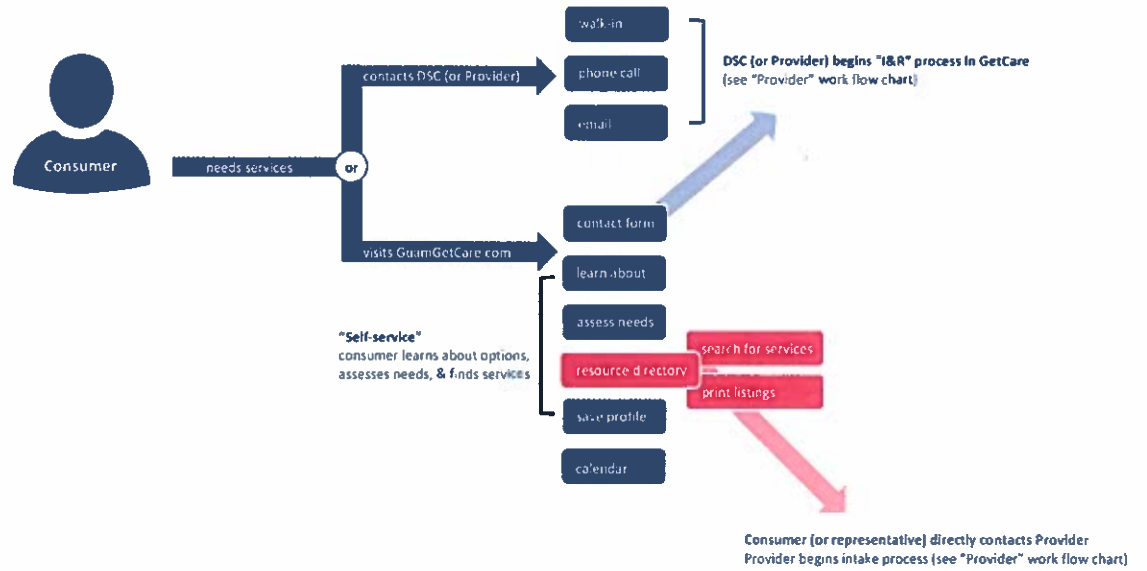
*To Be Provided at a Later Date*

## **APPENDICES OF ADDITIONAL INFORMATION**

- Appendix D-1 Aging and Disability Resource Center (ADRC) Flow Chart/Consumer
- Appendix D-2 Aging and Disability Resource Center (ADRC) Flow Chart/Service  
Provider



Consumer interaction with Guam GetCare information system



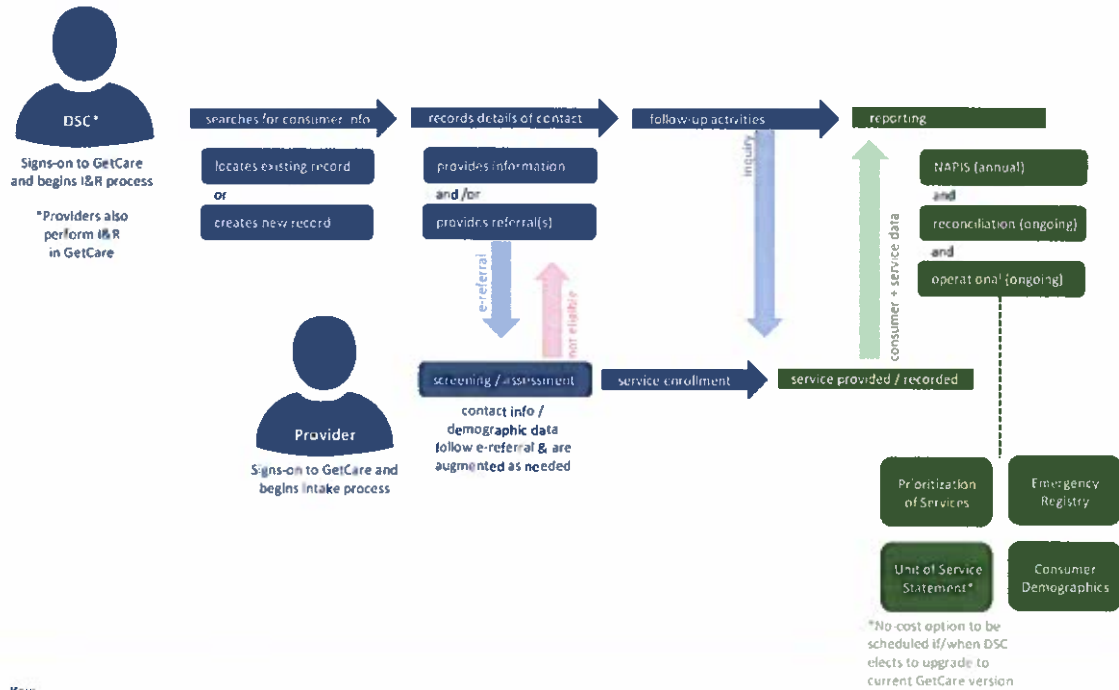
Key:

**Consumer** = An individual (typically an older adult or person with a disability) seeking and/or receiving long-term support services or, for the purposes of this chart, a person acting on behalf of this individual (e.g. a family member or a hospital discharge specialist)

**Provider** = A service provider / contractor part of Guam's "Aging Network." These include senior centers as well as entities providing adult day care, caregiver support, case management, in-home, legal assistance, nutrition, and transportation services.



Provider interaction with Guam GetCare information system



Key:

**Consumer:** = An individual (typically an older adult or person with a disability) seeking and/or receiving long-term support services or, for the purposes of this chart, a person acting on behalf of this individual (e.g. a family member or a hospital discharge specialist).

**Provider:** = A service provider / contractor part of Guam's "Aging Network." These include senior centers as well as entities providing adult day care, caregiver support, case management, in-home, legal assistance, nutrition, and transportation services.



The above Aging and Disability Resource Center Software and Services Request for proposal Specifications were drafted by personnel of the DPHSS, DSC to include, but not limited to, the Senior Citizens Administrator and Senior Citizens Assistant Administrator.

Prepared and Reviewed by:



Chad Palomo  
Senior Citizens Assistant Administrator

9/14/22

Date

Reviewed by:



Charlene D. San Nicolas, MPA  
Senior Citizens Administrator

9/14/22

Date

Approved by:



Arthur U. San Agustin, MHR  
Procurement Officer/Director, DPHSS

9/15/22

Date