

GSA GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
520 Ste.219, Marine Corps. Dr. Tamuning, Guam 96913
Tel: 475-1707 / 1720 * Facsimile: 472-4217 / 475-1727
Email: gsaprourement@gsadoa.guam.gov

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO.: GSA-041-19

DESCRIPTION:

TRANSPORTATION SERVICES FOR THE ELDERLY

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- () **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision: Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE
IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID**

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

On this _____ day of _____, 2019, I, _____,

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

Bidder Representative's Signature

Invitation for Bid: GSA-041-19

TRANSPORTATION SERVICES FOR THE ELDERLY

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by Fax to 475-1727 and email to gsaprocurement@gsadoa.guam.gov

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

Name	_____
Signature	_____
Date	_____
Time	_____
Contact Number	_____
Fax Number	_____
Contact Person regarding IFB	_____
Title	_____
E-Mail Address	_____
Company/Firm	_____
Address	_____

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

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 08/27/2019 close of business at 5:00pm.

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
590 SOUTH MARINE DRIVE
TAMUNING , GUAM 96913

R. H. K. 8/6/19

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: AUG. 21, 2019

BID INVITATION NO: GSA-041-19

BID FOR: TRANSPORTATION SERVICES FOR THE ELDERLY

SPECIFICATION: SEE ATTACHED

DESTINATION: DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES

REQUIRED DELIVERY DATE: **The term of this contract shall commence upon signing of contract for Three (3) Years with the option to renew for two (2) additional fiscal years. Renewal options will be one fiscal year at a time, subject to funding availability.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **2:00 PM**, Date: 9/5/19, and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

FORM E

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

Procurement No: GSA-000-19

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

- (1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature

Date

WD 15-5693 (Rev.-8) was first posted on www.wdol.gov on 01/01/2019

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.: 8 Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		17.71
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.71
01090 - Duplicating Machine Operator		13.71
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		19.20
01141 - Messenger Courier		11.16

01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.57
01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.22
01270 - Production Control Clerk	20.08
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	15.39
01311 - Secretary I	15.39
01312 - Secretary II	17.22
01313 - Secretary III	19.20
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.71
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58

07000 - Food Preparation And Service Occupations

07010 - Baker	10.47
07041 - Cook I	10.88
07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.11
09130 - Upholsterer	16.21

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles	9.13
11060 - Elevator Operator	9.13
11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31

12000 - Health Occupations

12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electro-neurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.77

12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems	23.86

Administrator		
13058 - Library Technician		16.64
13061 - Media Specialist I		17.21
13062 - Media Specialist II		19.26
13063 - Media Specialist III		21.47
13071 - Photographer I		17.06
13072 - Photographer II		19.06
13073 - Photographer III		23.63
13074 - Photographer IV		28.92
13075 - Photographer V		35.00
13090 - Technical Order Library Clerk		17.04
13110 - Video Teleconference Technician		17.18
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71
14042 - Computer Operator II		16.26
14043 - Computer Operator III		18.13
14044 - Computer Operator IV		20.14
14045 - Computer Operator V		22.31
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		20.14
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)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		25.10
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		32.74

15086 - Maintenance Test Pilot, Rotary Wing	32.74
15088 - Non-Maintenance Test/Co-Pilot	32.74
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Dry-cleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer, Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.21
19040 - Tool And Die Maker	20.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.08
21040 - Material Expediter	20.08
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	14.21
21150 - Stock Clerk	19.94
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09

23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter, Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician, Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06
23311 - Fuel Distribution System Mechanic	17.26
23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16
23393 - Gunsmith III	17.26
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.39
23440 - Heavy Equipment Operator	16.21

23460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist, Maintenance	17.26
23580 - Maintenance Trades Helper	10.23
23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.52
23810 - Plumber, Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker, Maintenance	15.37
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness And Support Services Coordinator	14.16
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.26
25040 - Sewage Plant Operator	19.28

25070 - Stationary Engineer		17.26
25190 - Ventilation Equipment Tender		11.97
25210 - Water Treatment Plant Operator		19.28
27000 - Protective Service Occupations		
27004 - Alarm Monitor		10.90
27007 - Baggage Inspector		9.13
27008 - Corrections Officer		12.05
27010 - Court Security Officer		12.05
27030 - Detection Dog Handler		10.90
27040 - Detention Officer		12.05
27070 - Firefighter		12.05
27101 - Guard I		9.13
27102 - Guard II		10.90
27131 - Police Officer I		12.05
27132 - Police Officer II		13.40
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		12.37
28042 - Carnival Equipment Repairer		13.42
28043 - Carnival Worker		9.14
28210 - Gate Attendant/Gate Tender		13.18
28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		10.76
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		20.23
29020 - Hatch Tender		20.23
29030 - Line Handler		20.23
29041 - Stevedore I		18.85
29042 - Stevedore II		21.64
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	28.97
30021 - Archeological Technician I		17.49

30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	24.12
30052 - Cryogenic Technician II	26.63
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.78
30095 - Evidence Control Specialist	21.78
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	24.12
30222 - Latent Fingerprint Technician II	26.63
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	26.63
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	26.63
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24

30501 - Weather Forecaster I		24.12
30502 - Weather Forecaster II		29.34
30620 - Weather Observer, Combined Upper Air Or	(see 2)	20.74
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		29.33
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		8.93
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		9.43
31361 - Truckdriver, Light		9.78
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		13.89
31364 - Truckdriver, Tractor-Trailer		13.89
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.30
99030 - Cashier		9.12
99050 - Desk Clerk		9.70
99095 - Embalmer		24.24
99130 - Flight Follower		24.24
99251 - Laboratory Animal Caretaker I		21.62
99252 - Laboratory Animal Caretaker II		22.67
99260 - Marketing Analyst		20.09
99310 - Mortician		24.24
99410 - Pest Controller		14.61
99510 - Photofinishing Worker		12.74
99710 - Recycling Laborer		13.02
99711 - Recycling Specialist		19.69
99730 - Refuse Collector		12.39
99810 - Sales Clerk		9.46
99820 - School Crossing Guard		16.14
99830 - Survey Party Chief		21.65
99831 - Surveying Aide		12.31
99832 - Surveying Technician		16.00

99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 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 ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain non-exempt employees. For example, if an individual employee is non-exempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:

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

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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)).

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
520 Ste.219 2nd Floor ITC Bldg. Marine
Corp Dr. Tamuning. Guam 96915

BID BOND

NO. _____

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

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

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

Signed and sealed this _____ day of _____ 201__.

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **“ALL OR NONE” BIDS: NOTE:** By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
30. **GUARANTEE:**
- a. Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- (b) Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.**
31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

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

- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).

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

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

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

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

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
9. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

10. **TERMINATION OF CONTRACT:** 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)
- (a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
- (c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.
11. **CONTRACT DISPUTES:** 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word *controversy* is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; (4) a statement of the Office's decision, with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government.
You may obtain Judicial review of this decision
by bringing an action in the Superior Court of Guam

Any such decision shall be final and conclusive, unless fraudulent, or the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam. The contractor shall comply with any decision of the Government of the and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam for any controversy arising under, or by virtue of, the contract; provided the contract where the Government has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

13. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
14. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

15. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except in the

extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

16. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
17. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations - GAR § 11170(e)
18. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
19. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
 - (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
 - (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
 - (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
 - (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

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

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

 - (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
 - (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.
20. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. – GAR § 11103(b)

21. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR § 11108(f)

22. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b):** Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

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

24. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion – GAR § 3126

25. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.

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

27. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233)

As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

Item No:	Description:	Qty	UOM	Hourly Cost	Monthly Price
1.1	Transportation Services Program (TSP): Comprehensive Management, Operations, and Maintenance of Transportation Services for Senior Citizens as per the following specifications	12	Months	\$ _____	\$ _____

**Department of Public Health and Social Services, Division of Senior Citizens (DPH&SS, DSC):
Transportation Services Program (TSP): Comprehensive Management, Operations, and Maintenance of
Transportation Services for Senior Citizens**

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

BACKGROUND: The Guam State Office on Aging (SOA) under the Division of Senior Citizens, Department of Public Health and Social Services, is responsible for coordinating all activities related to older individuals on Guam as required under the Older Americans Act, and through Guam Public Law 14-139. The Guam 2020-2023 Four Year State Plan on Aging will be available at the Guam Department of Public Health and Social Services website at URL website at dphss.guam.gov, upon approval by Administration for Community Living.

The Division of Senior Citizens is charged with the responsibility to provide Supportive Services to help seniors remain in their communities. This procurement is for the provision of one of the Supportive Services, specifically, Transportation Services Program (TSP). In accordance with the Older Americans Act of 1965, as Amended, the Transportation Services Program (TSP) facilitates access to supportive and/or nutrition services that enable older individuals to lead independent, meaningful and dignified lives through the provision of transportation services on a fixed or non-fixed basis. The clients who may access this program service are older individuals age sixty (60) years or older and their spouse below the age sixty (60), provided the underage spouse is accompanying the eligible participating client. TSP clients who require personal assistance can be accompanied by a family member or other person identified to act as their Personal Assistant (PA) or Escort. The PA or Escort is provided by the client and not the Bidder of this program service. Further, for those TSP clients who do not have a PA or Escort, the TSP driver provides assisted transportation to clients who require such assistance, as practicable.

The target population to be serviced are older individuals with greatest economic and social needs (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older persons individuals in rural areas) [Ref. Section 305(a)(2)(E) of the Older Americans Act of 1965, as Amended]. The Bidder shall target and serve older individuals with disabilities (with particular attention to individuals with severe disabilities) and enhance services and develop collaborative programs, where appropriate, to meet the needs of older individuals with disabilities (Ref. Section 307(a)(17) of the Older Americans Act of 1965, as Amended).

The Bidder shall comply with the provisions of Title III B Supportive Services of the Older Americans Act of 1965, as Amended, and the Code of Federal Regulations (45 CFR Part 92). It is the Bidder's responsibility to be updated and current with any such laws, regulations and guidelines.

The Transportation Services Program (TSP) services being acquired is to be funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, as amended, anticipated Grant Number: 2001GUOASS, Catalog of Federal Domestic Assistance (CFDA) Number 93.044, Title III B and local government of Guam funds being appropriated, allocated, and available. If funds for this program are not secured for any reason, the Government reserves the right to cancel this procurement consistent with Guam procurement law and regulations. This Invitation for Bid (IFB) and any contract issued under it shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, or policy changes in local or federal funding.

1.0 GENERAL SPECIFICATIONS

1. Term and Options:

The term of this award shall be effective October 1, 2019 and expires on September 30, 2020, with an option to renew for three (3) additional Fiscal Years. Renewal options will be one Fiscal Year at a time subject to federal grant funding and the appropriation, allocation and availability of funds.

2.0 COMMON ELEMENTS OF FIXED AND NON-FIXED TRANSPORTATION SERVICES

- 2.1 ISLAND-WIDE TRANSPORTATION SERVICES. This procurement is for an island-wide service provider (Bidder) to provide transportation services required for TSP in keeping with all Federal and Government of Guam laws and regulations and DPHSS, DSC requirements.
- 2.2 ASSISTED TRANSPORTATION. Assisted Transportation is providing assistance, including escort, to persons who have difficulties (physical or cognitive) using regular vehicular transportation. Door-to-Door assistance shall be provided to ensure the safety of all clients from inside the place of departure to inside their destination, if requested, and provided there are no barriers or obstructions.
- 2.3 ONE WAY TRIP. The Bidder will count and record each time a TSP client is transported from the point of pick up to a predetermined destination with each trip being a one-way trip. A TSP client may access as many one-way trips as the program can accommodate.
- 2.4 SHARED RIDERSHIP. The Bidder will provide shared rides to maximize TSP services.
- 2.5 INAPPROPRIATE TRANSPORTATION REQUEST. The Bidder will not provide transportation services requested for TSP clients who are in severe pain, bleeding, in shock, or unconscious; individuals requiring non-portable oxygen or other skilled medical treatment during transport; individuals needing to be restrained to keep the individual from hurting themselves or others; and individuals requiring stretchers during transport. The Bidder will ensure these requests are referred to the proper emergency or non-emergency ambulance services available on island.

3.0 ELEMENTS OF FIXED TRANSPORTATION SERVICES

- 3.1 FIXED TRANSPORTATION SERVICE (FTS). The Bidder shall provide FTS to TSP clients from their homes to various pre-determined points on island on a regular basis. The TSP clients may or may not require assistance when accessing FTS.
- 3.2 HEMODIALYSIS AND CANCER TREATMENT. The Bidder shall provide FTS to TSP clients requiring hemodialysis and cancer treatment with the first pick up to begin at 8:00 am and with the trip return home ending at 5:00 pm, Monday through Saturday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provision. For Fiscal Year 2018, 64 TSP clients and For Fiscal Year 2019 approximately 65 TSP clients utilized FTS to various hemodialysis centers and one (1) client utilized FTS cancer treatment centers.
- 3.3 SENIOR CITIZENS CENTERS. The Bidder shall transport TSP clients to a minimum of 12 Senior Citizens Centers with arrivals at the Senior Citizens Centers starting at 9:00 am and being completed no later than 10:00 am with a return trip home commencing at 3:00 pm and not later than 4:00 pm, Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provision. The 12 Senior Citizens Centers are in the various locations, as follows: Agana Heights, Agat, Astumbo, Dededo, Inarajan, Mangilao, Merizo, Santa Rita, Sinajana, Tamuning, Yigo, and Yona/Talofof. For Fiscal Year 2018, 312 TSP clients and For Fiscal Year 2019 approximately 268 TSP clients utilized the FTS to access 12 Senior Citizens Centers.

3.4 ADULT DAY CARE CENTERS. The Bidder shall transport TSP clients to a minimum of three (3) Adult Day Care (ADC) Centers for seniors with the first pick up from the clients home to commence no earlier than 6:30 am with arrivals at the ADC no later than 8:00 am with a return time of no earlier than 4:00 pm and returning home no later than 5:30 pm, Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provision. The current designated ADC Centers are located at: 1) 108 East Coronoso St. Macheche, Guam 96929; 2) Dededo located at 220 Chalan Despaci Street Wusstig Road, Dededo, Guam 96929; and 3) Inarajan located at 193 As-Abman Drive, Inarajan, Guam 96915. For Fiscal Year 2018, 137 TSP clients and Fiscal Year 2019 approximately 82 TSP clients utilized the FTS to access three (3) Adult Day Care Centers of which 53 were wheelchair users.

3.5 SENIOR CITIZENS MONTH EVENTS. The Bidder shall transport TSP clients to sanctioned events throughout the annual celebration of Senior Citizens Month. The Bidder shall ensure TSP clients arrive at the designated venue a minimum of 30 minutes before the scheduled start time of the sanctioned event with a pick up time by 3:00pm on the event day for a return trip home, unless otherwise notified by DPHSS, DSC.

4.0 ELEMENT OF NON-FIXED TRANSPORTATION SERVICES

4.1 NON-FIXED TRANSPORTATION SERVICES (NFTS). The Bidder shall provide NFTS from various points of the island to scheduled appointments such as medical and dental appointments, laboratory, pharmacy and other appointments directly related to a TSP client's access to medical services; food commodities pickup; and monthly fieldtrips. NFTS is to be provided between the hours of 8:00 am to 5:00 pm, Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provision. For Fiscal Year 2018, 120 TSP clients and For Fiscal Year 2019 approximately 102 TSP clients utilized the NFTS of which 21 were wheelchair users who utilized the NFTS to access various medical support services. The TSP clients may or may not require assistance when accessing NFTS.

5.0 VEHICLES

5.1 The Bidder is responsible for providing the required vehicles to operate the TSP. The Bidder's vehicles shall meet the Federal and Guam laws and regulations including, but not limited to meeting accessibility requirements as set forth in the Americans with Disabilities Act of 1990, as amended in 2008 (Americans with Disabilities Act Amendment Act) and 49 Code of Federal Regulations Parts 37 and 38 (Vehicles).

5.2 All vehicles used in the TSP shall be in compliance with the latest safety requirements, i.e. seatbelts for the provision of transportation services.

6.0 CLIENT REGISTRATION AND MAINTENANCE

6.1 REGISTERED CLIENT. For the purposes of the TSP, a client who receives a unit of transportation service within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Bidder shall be responsible for registering clients and tracking deceased clients within each reporting fiscal year.

a. The Bidder shall use the DPHSS, DSC Intake, Profile and Referral (IPR) Form upon being awarded this program which will be used

to enroll and activate services for the TSP client. In addition, the DPHSS, DSC IPR Record Change and Service Form shall be used to update or change a client's IPR.

- b. The Bidder shall ensure that copies of all initial and Record Change and Service IPR forms for clients age 60 and older are forwarded to the DPHSS, DSC's Service Provider for Case Management Services Program (CMSP) within two (2) days of receipt of IPR referral or update, unless the case requires immediate attention, which shall be referred to CMSP on the same day.
- c. The Bidder shall make contact with the TSP client no later than two (2) working days after receipt of the IPR to coordinate the TSP client's registration for TSP services.
- d. The Bidder shall report to CMSP significant changes in the physical, mental and social conditions, as observed in its regular contact with TSP clients.
- e. In collaboration with CMSP, the Bidder shall maintain a list of TSP clients who are High Risk and require Emergency Assistance in response to critically emergent situations to protect and safeguard the life and safety of vulnerable and high risk clients to be readily available to be transmitted to the DPHSS, DSC and Guam Homeland Security in preparation or response to impending storm or a man-made or natural disaster.
- f. The Bidder shall ensure that TSP clients are enrolled into the database designated within five work days which includes updates to the database for TSP clients. Upon awarding of this program, the Government shall notify the Bidder as to the database to be used to enroll TSP clients.

6.2 MULTI-DISCIPLINARY TEAM MEETINGS. The Bidder is responsible for requesting assistance of the CMSP to convene a meeting of key stakeholders and providers to participate in the Multi-Disciplinary Team (MDT) in the event complex issues arise affecting TSP clients receiving TSP services. As part of the Bidder's responsibilities in the TSP services, they too may participate in a MDT, as requested by other Service Providers on behalf of their TSP clients.

6.3 AWARENESS OF ELDER CONCERNS. The Bidder shall ensure TSP staff is aware as to the intent of the TSP and report suspect cases of concern where the client may have unresolved problems and submit them to the TSP Program Manager for intervention and/or resolution; or be reported as an unmet need in the Monthly Program Report.

6.4 WAIT-LIST. The Bidder shall include in the registration process a wait-list of names of eligible TSP clients currently waiting to receive TSP services (Wait-List). The Bidder shall provide the basis as to why there is a wait-list and provide the remedy to eliminate the wait-list.

7.0 RIDERSHIP AGREEMENT

7.1 The Bidder shall prepare and provide a copy of the **Ridership Agreement** to DPHSS, DSC prior to commencement of TSP for DPHSS, DSC review and approval. The Ridership Agreement shall contain procedures governing the Clients' Rights and Responsibilities; grievance procedures; the consequences for their non-compliance with the rules and regulations of the TSP; the right to the confidentiality of records; and the procedures to address the needs of independently functional and functionally impaired clients for the purpose of resolving and/or determining the feasibility of providing services to the

client to include the Prioritization of Services. Subsequent updates to the Ridership Agreement shall be subject to the same process.

- 7.2 The Bidder shall have each TSP client or their guardian or authorized representative sign the **Ridership Agreement** prior to the commencement of TSP services. The signed **Ridership Agreement** shall be maintained in each TSP clients file.

8.0 PRIORITIZATION OF SERVICES

- 8.1 Guam State Office on Aging (SOA) (DPHSS, DSC) recognizes the unique situation in which the demand for services may outweigh the available resources. Therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA.
- a. Purpose. When demand outweighs resource, the Bidder shall request from the Guam SOA for the activation of the Prioritization of Services. In addition to the request to activate the Prioritization of Services, the Bidder shall also state what it would take to address the wait-list to include projected cost to address the wait-list.
 - b. Need. 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 as to who will receive services from this program.
 - c. Procedures. When the Bidder receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals.

Upon receiving approval to proceed with the activation of the Prioritization of Services or is guided by the Guam SOA otherwise, the Bidder shall act according to the response provided by the Guam SOA.

In the event the decision is to activate the Prioritization of Services, the guide provided will be used to determine of all registered clients in the program, the ranking order of the clients in greatest socio-economic need with the client listed as number 1 being the first client to receive services.

The Prioritization of Services scale will be 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.

Activities of Daily Living (ADL) – The inability to perform one or more of the following six Activities of Daily Living without personal assistance, stand-by assistance, supervision or cues: <i>eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.</i>	
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. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA.

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

After applying the Prioritization of Services (POS) and the demand for services still outweigh the available resources the Bidder is required to advise the Guam SOA who will provide additional guidance and direction to the Bidder as to other variables and/or conditions to assess to reduce the demand to meet the available resources. At the time of the initial assessment, clients, to include their caregivers, will be informed that when the prioritization of services is implemented and the client is not determined to be in greatest social and economic need, they would be removed from the program until such time a slot is open and they are identified, after all clients have been re-prioritized, that they are determined to be next qualified to be re-instated into the program.

- d. The catalyst for the POS to be activated by the Guam SOA is dependent on the Guam SOA receiving official notification from the Bidder that all vacancies are filled, there are no funds available for reprogramming to address the waitlist, and there are clients on the wait list for over 30 calendar days. The Bidder is required to provide notification and state the cost to provide services to those on the waitlist and partial services list as well as the cost to provide services to additional clients for the remainder of the contract year.
- e. When the Bidder receives notification from the Guam SOA to activate the application of the Prioritization of Services (POS) point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or waiting list, as well as new referrals. The Bidder is required to advise all Case Management Services (CMS) clients of this provision prior to the provision of services which is to be documented in each case file.
- f. In the event the Bidder implements the POS absent the notification from the Guam SOA, the Bidder's Monthly Program Invoice (MPI) shall be reduced by 25% for non-compliance with this provision of the agreement.

9.0 TRANSPORTATION SCHEDULING

9.1 The Bidder shall schedule TSP client requests for transportation, coordinate pick-ups, cancellations and document ridership.

10.0 ELEMENTS OF TSP OPERATIONS

10.1 OFFICE HOURS. The Bidder shall provide Administrative Office hours from 8:00 am to 5:00 pm, Monday through Friday, except on the ten (10) agreed upon holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions.

10.2 TRANSPORTATION HOURS.

- a. The Bidder shall provide FTS beginning at 8:00 am and ending at 5:00 pm for Hemodialysis and Cancer Treatment, Monday through Saturday. FTS will not be provided on the ten (10) agreed upon holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions; and
 - b. The Bidder shall provide center clients FTS to the designated Senior Citizens Centers, the Center, of which there are 12 Centers at this time, Monday through Friday. FTS to the Center shall begin at 8:00 am and will be completed no later than 10:00 am and return trips from the Center will begin at 3:00 pm with the last pick up each day to occur no later than 4:00 pm. FTS will not be provided on the ten (10) agreed upon holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions; and
 - c. The Bidder shall provide ADC Center clients FTS to the designated Adult Day Care Centers of which there are three (3) at this time, Monday through Friday. FTS to the Center shall begin no earlier than 6:30 am and will be completed no later than 8:00 am and return trips from the Center will begin no earlier than 4:00 pm with the last pick up each day to occur no later than and 5:30 pm. FTS will not be provided on the ten (10) agreed upon holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions; and
 - d. The Bidder shall provide NFTS between the hours of 7:00 am to 6:00 pm, Monday through Friday. NFTS will not be provided on the ten (10) agreed upon holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions.
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10.3 OPERATIONAL REQUIREMENTS. The Bidder shall provide the personnel, equipment and supplies, conduct preventive maintenance of the vehicles, ensure the air conditioning systems for the vehicles is fully functional and provide the fuel for the vehicles to ensure timely delivery of TSP program services for Senior Citizens Centers, Adult Day Care Centers, Senior Citizens Month sanctioned events and NFTS.

- a. The Bidder shall ensure all vehicles prominently display the DPHSS/DSC signage and that of the Bidder.
 - b. The Bidder shall ensure the vehicles used for the TSP are kept clean, equipped with safety hazard warning devices (roadside reflectors), a fully functional First Aid Kit, a fully charged BC or ABC fire extinguisher. In addition, the Bidder shall ensure the vehicles have operational restraints and wheelchair securement devices, as applicable.
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- c. The Bidder shall ensure compliance with 16 GCA, Chapter 5, §5116 Carrier Safety and Hazardous Material Regulations and the Federal Motor Carrier Safety Administration Regulations.
- d. The Bidder shall maintain accurate written records of all repairs and maintenance performed on the vehicles. The records shall detail each repair and maintenance, including the vehicle number, license number, date vehicle grounded, date of repair and/or maintenance performed, detailed description of vehicle repair or maintenance performed, vehicle mileage at the time of repair, time required to perform vehicle repair and signature of authorized personnel indicating that the repair has been properly performed.
- e. The Bidder shall ensure there is no smoking in vehicles used in the TSP whether or not there is TSP clients being transported in the vehicles.
- f. The Bidder shall ensure compliance relative to the restrictions on the Use of Mobile Phones While Driving as prescribed in P.L. 31-194.

10.4 CLIENT FILES. The Bidder shall maintain and update individual TSP client files which shall be retained for a period of three (3) years and shall include the TSP client's Intake Profile and Referral Form and IPR Updates; Transportation Assessment; Acknowledgement Receipt of the TSP Ridership Agreement; and as applicable, Application for Personal Assistant; Reports of Accidents/Incidents involving the client, actions taken and resolution of each Accident/Incident; documentation of counseling provided or meetings held regarding the TSP client; and other documents as deemed necessary by the DPHSS/DSC.

10.5 STANDARD OPERATING PROCEDURES. The Bidder shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan and Client Grievance Procedures are current and submitted to the DPHSS/DSC for review and approval within thirty (30) calendar days upon award of this IFB.

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

- a. fire/earthquake, to include a drill in which all staff members shall participate, with an evacuation plan visibly posted;
- b. health emergencies such as outbreaks;
- c. medical emergency, to include food poisoning situations;
- d. physical threat, to include bodily harm situations;
- e. severe weather or a natural disaster; and
- f. power or water outages, flooding, and other manmade or natural disasters that occurs on island.

11.0 ELEMENTS OF STAFFING REQUIREMENTS, CERTIFICATION, AND TRAINING

11.1 The Bidder shall ensure personnel employed for the administration and operations of the TSP are qualified to execute their respective duties and responsibilities. Upon the awarding of this program, the Bidder shall provide DPHSS/DSC with written job descriptions for each position involved in the direct delivery of TSP services.

11.2 The Bidder shall ensure the following requirements be met by all staff prior to employment and be current, not expired or outdated, while employed with the TSP. Completed employment application; current Tuberculosis (TB) Clearance or medical clearance shall be dated no earlier than 30 days prior to employment and renewed annually or as medically prescribed; original or certified copy of Police, Superior Court, U.S. District and Traffic Clearances for new staff and shall be dated no earlier than 90 days prior to employment and original or certified copy of Police, Superior Court, U.S. District and Traffic Clearances of current staff shall be updated every three (3) years or as changes occur to either of these four (4) documents; possess a High School Diploma or attainment and possession of General Educational Development (GED) from a recognized institution, or a higher degree from a recognized and accredited institution of higher learning as required for the position with this program; possess a current Guam Driver's License, as applicable; and attendance at Annual Orientation to Title III Aging Programs, Bureau of Adult Protective Services and Aging and Disability Resource Center (ADRC) Project (as applicable) presented by DPHSS/DSC personnel shall be met within the first month of each fiscal year and presented by the DPHSS/DSC staff shall be met within 30 days of employment and annually within the first month of each fiscal year.

11.3 The Bidder shall have documentation of TSP drivers having completed the following orientation and/or certification prior to servicing TSP clients: Wheelchair Lift Techniques and Passenger Safety, Defensive Driver, Safety and Care of End Stage Renal Disease Training(s) which is renewed annually; Current Cardiopulmonary Resuscitation (CPR) and First Aid Certification; and Annual completion of Fire Extinguisher and Basic Fire Awareness training; a copy of the employee's valid Driver's License to operate their assigned vehicle; a copy of the employee's Medical Examiner's Certificate; and shall also include Incident Reporting Procedures and Policies.

11.4 The Bidder shall maintain and update individual staff files of each TSP employee in its Central Office. The staff files shall include; completed employment application; position description; current Tuberculosis (TB) clearance to be renewed annually; original or certified copy of Police, Superior Court, U.S. District and Traffic Clearances for new staff dated no earlier than 90 days prior to employment and for current staff updated every three (3) years or as changes occur to either of these four (4) documents; copy of High School Diploma or General Educational Development (GED); documentation of attendance at Annual Orientation of Title III and Title VII Aging Programs, Bureau of Adult Protective Services and the Aging and Disability Resource Center (ADRC) Project (as applicable) presented by DPHSS/DSC personnel; documentation of continuing education, certifications, training and workshops; copy of current Guam Driver's License; copy of Medical Examiner's Certificate; copy of current Cardiopulmonary Resuscitation (CPR) and First Aid certificate; latest Annual Work Plan and Job Performance Evaluation; reports of accidents and/or incidents involving program personnel affecting the care of clients or operation of the program and actions taken towards resolution; acknowledgement of completion of fire extinguisher and basic fire awareness training; acknowledgement of completion of Annual Defensive Driver Training; acknowledgement of completion of Annual Safety and Care of End Stage Renal Disease Participants Training; acknowledgement and completion of Annual Wheelchair Lift Techniques/Passenger Safety Training; acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278; acknowledgement of receipt of their copy of the Bidder's Ridership Agreement; acknowledgement of the Bidder's Drug and Smoke-Free Workplace Policy; acknowledgement of Bidder's Equal Employment Opportunity Policy; and acknowledgement of Bidder's Standard Operating Procedures that includes Emergency Management Plan.

12.0 ELEMENTS OF DRIVER QUALIFICATIONS AND RESPONSIBILITIES

12.1 PRE-EMPLOYMENT SCREENING. Under no condition shall the Bidder employ a driver for this program if: he/she has been convicted of a felony; or he/she has been convicted of a drug or alcohol offense.

12.2 QUALIFICATIONS. The Bidder shall ensure drivers possess a High School Diploma or attainment and possession of General Educational Development (GED) from a recognized institution, or a higher degree from a recognized and accredited institution of higher learning as required for the position with this program.

a. The Bidder shall certify that drivers for the TSP are physically qualified to operate a commercial motor vehicle as determined by a physical examination performed by a licensed medical examiner and issued a Medical Examiner's Certificate which:

1) Shall be on his/her person, the original or photocopy of the Medical Examiner's Certificate while on duty; and

2) Shall have been issued within the preceding 24 months or sooner as may be required by the physician and renewed accordingly.

b. The Bidder shall ensure drivers are trained and retain current annual certification in Cardiopulmonary Resuscitation (CPR) and First Aid, Wheelchair Lift Techniques, Passenger Safety, Defensive Driver, and Safety and Care of End Stage Renal Disease.

c. The Bidder shall ensure that the drivers possess a valid Driver's License issued by the Department of Revenue and Taxation, Government of Guam to operate the type of vehicles they are assigned to transport TSP clients.

d. The Bidder is responsible for ensuring all drivers have the ability to read, write and follow instructions.

e. The Bidder shall ensure drivers have current Tuberculosis (TB) Clearance throughout their employment with the TSP.

f. The Bidder shall ensure drivers have original or certified copy of Police, Superior Court, U.S. District Court and Traffic Clearances for new staff which shall be dated no earlier than 90 days prior to employment.

g. The Bidder shall require drivers to provide updated Police, Superior Court, U.S. District Court and Traffic Clearances that represent any changes from their earlier submission to the Bidder which is one element that secured their employment in the TSP.

h. The Bidder shall ensure TSP drivers have no more than one (1) moving violation for each year of the last five (5) years. If license has been suspended, shall have two (2) full subsequent years with no violations; and if license has been revoked, shall have five (5) subsequent years with no violations.

12.3 DRIVER RESPONSIBILITIES. The Bidder shall ensure the TSP drivers are knowledgeable and capable of performing the following responsibilities:

a. Provide transportation to TSP clients as scheduled.

b. Enforce TSP client rules and regulations prescribed in the TSP Ridership Agreement.

- c. Ensure safety and comfort of TSP clients. _____
- d. Secure passenger wheelchairs to restraining devices to secure wheelchairs during trips. _____
- e. Comply with traffic laws, regulations and safe driving practices. _____
- f. Communicate with base station or other vehicles to report disruption of service and other program related activities relative to the transportation of TSP clients through the use of a radio or similar device. _____
- g. Maintain records of trips and behavior of TSP clients. _____
- h. Report all concerns or complaints received from TSP clients to their supervisor. _____
- i. Report any vehicle mechanical concerns to their supervisor. _____
- j. Assist TSP clients in and out of the vehicle, if necessary. _____

12.4 THE BIDDER SHALL RELIEVE DRIVERS OF THEIR POSITION IF DURING THE COURSE OF EMPLOYMENT. He/she has had two (2) moving violations within a twelve (12) month period; or his/her Driver's License is suspended or revoked. _____

13.0 ADMINISTRATIVE REQUIREMENTS

13.1 REQUESTS FOR INFORMATION. Requests for Information by the DPHSS, DSC, shall be acted upon within five (5) working days unless otherwise specified in the correspondence. Corrections to information requested shall be submitted as specified by the DPHSS, DSC. _____

13.2 IMPROPER ACTIVITIES OF TSP STAFF. The Bidder shall report in writing to the DPHSS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement by their employees which affects the TSP. The Bidder shall file a report with the appropriate (i.e. GPD, GFD, GMH, Mayor, etc.) and a copy shall be provided to DPHSS, DSC. _____

13.3 COMPLAINTS, PROBLEMS AND CONCERNS. The Bidder shall attempt to remedy complaints, problems and concerns of TSP clients with other service providers, vendors or health and human service agencies prior to reporting the matter to the DPHSS, DSC. _____

a. Complaints and concerns that cannot be resolved to the mutual satisfaction of all parties shall be reported in writing to the DPHSS, DSC for assistance and guidance. _____

b. Urgent complaints, problems, and concerns requiring immediate attention shall be reported to the DPHSS, DSC as soon as possible with written communications to be submitted by 10:00 am the next business day or as determined by the DPHSS, DSC upon being notified of a situation that requires immediate attention. This shall include complaints filed against the Bidder with local or Federal agencies by clients or staff. _____

c. Written notices for information or corrective action, issued by the DPHSS, DSC, to the Bidder shall be acted upon within five (5) working days upon receipt of notification or as specified by the DPHSS, DSC. _____

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

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

13.6 PROPER HYGIENE AND DRESS CODE. The Bidder shall ensure all staff practice good hygiene and maintain a professional appearance. Staff providing direct services to clients shall wear closed-toed shoes for safety. The staff who perform custodial or maintenance work are allowed to wear denim pants in the performance of their duties. All other staffs are to dress professionally.

13.7 MANAGEMENT PERSONNEL. Management personnel shall be knowledgeable of the provisions of the Bidder's Agreement with the DPHSS, DSC. The absence of the TSP Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPHSS, DSC naming the person(s) authorized to act on behalf of the Program Director and the expected duration of the appointment.

13.8 PROGRAM REPORTING REQUIREMENTS. It is a requirement that Bidders provide invoices and reports on standard DPHSS, DSC Transportation Services Forms. The Forms are named as follows: (Refer to Appendix B-3)

- a. Monthly Program Report Transmittal Form
 - b. Invoice Form
 - c. Accounts Receivable Activity Report Form
 - d. Program Income Report Form
 - e. Program Income Expenditure Report Form
 - f. Monthly Statistical Report for TSP Form (Assisted and Regular)
 - g. Monthly Program Summary Form
 - h. Yearly Program Report Transmittal Form
 - i. Yearly Report Summary Form
 - j. Non-Expendable Inventory Form Under \$5,000.00
 - k. Non-Expendable Inventory Form Over \$5,000.00
 - l. Release of Claims Statement Form
 - m. General Characteristics of Elderly Clients Receiving Registered Services and Those Receiving Cluster 2 Registered Services (Assisted Transportation)
 - n. Intake, Profile and Referral Form
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o. Intake, Profile and Referral Record Change and Service Update Form

13.9 MONTHLY PROGRAM REPORT. The Bidder shall meet with DPHSS, DSC staff within the first week of being notified of being awarded the IFB for TSP to be orientated on the Forms to be completed to meet the required Program Reporting Requirements. The Bidder shall complete all monthly fiscal program reporting requirements utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPHSS, DSC.

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

b. The September Reports or for the month being reported on in which the contract expires and is either being renewed or awarded to the same Vendor shall also include Release of Claims Statement and listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Bidder shall include traffic citations and violations.

13.10 EVIDENCE OF PAYMENT. The Bidder shall electronically transmit a copy of receipt of payment for services to the DPHSS, DSC within twenty-four (24) hours of receipt.

13.11 ACQUISITION OF NON-EXPENDABLE PROPERTY. The Bidder shall ensure Federal and local procurement laws and regulations are complied with in accordance with 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements. All equipment and other non-expendable property acquired through the Agreement shall be the property of the DPHSS, DSC.

13.12 NON-EXPENDABLE PROPERTY UNDER \$5,000.00 IN VALUE. The Bidder shall maintain an Equipment Logbook listing all non-expendable equipment under Five Thousand Dollars (\$5,000.00) from the DPHSS, DSC or purchased through Program Monies.

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

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

a. The Bidder shall ensure equipment with this program be kept in good condition and be properly secured when not utilized. Equipment not being used shall be surveyed back to the DPHSS, DSC.

b. The Bidder shall ensure broken, yet still usable equipment is assessed for repairs and be repaired as financially practicable. Any

equipment deemed irreparable shall be documented on the inventory, listing the date and method of disposal.

14.0 PROGRAM MONIES

- 14.1 **SERVICE CONTRIBUTIONS.** The Bidder shall provide each eligible individual with an opportunity to voluntarily contribute to the cost of the program, a service contribution as defined in 45 CFR Part 1321.67 (Service Contribution). The Bidder shall in keeping with 45 CFR Part 1321.67 clearly informing each eligible individual with respect to the TSP eligible individual's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible individual shall be denied a service because the eligible individual will not or cannot contribute to the cost of the service. The Bidder shall use all collected contributions to expand the service for which the contributions were given. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.
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- 14.2 **PROGRAM INCOME.** *Program Income* means gross income received by the grantee or sub-grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report. The Bidder shall refer to OMB Circular A-87 and 45 CFR Part 92.25 and CFR Part 1321.67. The Bidder shall safeguard Program Income generated in support of the TSP, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.
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- 14.3 **GRANT OPPORTUNITIES.** The Bidder is encouraged to apply for grants (Federal, local, foundation based, etc.) to enhance or expand the program. Notice of applications for grants and awards thereof shall be reported to the DPHSS, DSC upon the Bidder being notified by the awarding entity.
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- 14.4 **IN-KIND CONTRIBUTIONS.** The Bidder shall document all in-kind contributions provided in support of this program.
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- 14.5 **UNEXPENDED SERVICE CONTRIBUTIONS AND PROGRAM INCOME.** Service Contributions and Program Income Funds shall be expended within the current contract period of each fiscal year (Funds). Funds not expended within each fiscal year may be used to reduce the Bidder's monthly invoiced amount. In the event the TSP contract is terminated, all unexpended Funds shall within five (5) working days be made payable via Cashier's Check to the new Bidder, as directed by DPHSS, DSC. In the event unexpended Funds is not forwarded, the Bidder's final invoice shall be reduced by DPHSS, DSC as an offset in an amount equal to the Funds not paid to the new Bidder, as directed by DPHSS, DSC.
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15.0 INSURANCE COVERAGE

- 15.1 **INSURANCE.** The Bidder agrees to procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance coverage. The Bidder shall provide certificates of such insurance to DPHSS, DSC when required and shall immediately report in writing to the DPHSS, DSC any insurance claims filed.
- a. Workers Compensation Insurance in the form and amount required by the law of the Government of Guam to cover all employees working in any capacity in executing this program.
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- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. The Bidder shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than One Million Dollars (\$1,000,000.00) for bodily injuries or death per occurrence, and not less than Three Hundred Thousand Dollars (\$300,000.00) for damages to property. Such policy shall insure the Government and their respective agents and employees with respect to liability as a result of the ownership, maintenance, use or operation of vehicles pursuant to this program.

- c. Professional Liability Insurance in a form acceptable to the Government and with a limit of liability of not less than One Million Dollars (\$1,000,000.00).

16.0 PROGRAM PENALTIES

16.1 ADMINISTRATIVE. The DPHSS, DSC may assess a penalty or penalties for the submission of incomplete, inaccurate, or late financial, statistical, and other required program information. The penalty shall be calculated after any disallowed cost to the monthly invoice amount is applied. Any delay in submitting accurate and complete Monthly Program Reports shall only delay payment of the monthly program invoice. The penalty is based on the following schedule within the program’s service period and shall be applied:

- a. In the event the initial submission of the Monthly and Yearly Program reports is inaccurate, incomplete or missing, and upon notification by DPHSS, DSC, the Bidder shall have three (3) working days to submit or resubmit the inaccurate, incomplete or missing required reports and upon being cleared by DPHSS, DSC, invoices will be processed with no penalties applied.

- b. In the event the second submission requires further revisions resulting in a third submission of the Monthly or Yearly Program reports, a \$1,000.00 penalty shall be applied to the total invoice after any disallowed cost is applied.

- c. In the event a subsequent submission or any additional revision is required to the third submission of Monthly or Yearly Program reports, the penalty shall increase from \$1,000.00 to \$2,000.00 and be applied to the total invoice after any disallowed cost is applied.

16.2 CLIENT PICK UP AND RETURN TIME SPECIFICATION COMPLIANCE. The Bidder shall transport TSP clients to a minimum of 12 Senior Citizens Centers with arrival starting at 9:00 am and being completed no later than 10:00 am with a return trip home commencing at 3:00 pm and not later than 4:00 pm; and transport TSP clients to a minimum of three (3) Adult Day Care (ADC) Centers with first pick up from the clients home to commence no earlier than 6:30 am and the last pick up no later than 8:00 am with a return time of no earlier than 4:00 pm and no later than 5:30 pm, unless otherwise approved by the DPHSS, DSC, and shall transport TSP clients to sanctioned Senior Citizens Month events with arrival at the scheduled event 30 minutes before the start time and pick up commencing at 3:00pm for the return time unless other approved by DPHSS, DSC. The DPHSS, DSC may assess a penalty from the cost of the total invoice for early pick-up or late return on the following schedule:

- a. Over 30 minutes early or late – \$25.00 per incident
- b. Over 31 minutes to 90 minutes early or late – \$50.00 per incident
- c. Over 91 minutes late – \$1,000.00 per client per incident

16.3 LATE REPORTING. Extensions for late submissions of Monthly or Yearly Program reports, and other reportable areas may be authorized through a written request from the Executive or Program Director of the program stating the extenuating circumstances contributing to the report being submitted late. The written request shall be submitted to the DPHSS, DSC, no later than 1:00 pm of the one (1) working day prior to the due date of the required Monthly or Yearly Program Report. The DPHSS, DSC shall determine whether the request is approved or disapproved. In the event the request is disapproved, the Bidder shall be assessed a \$750.00 penalty for late submission applied to the monthly invoice amount.

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

16.5 ANNUAL AUDIT. The Bidder will be assessed a penalty of Five Hundred Dollars (\$500.00) for each month the annual audit is submitted late to DPHSS, DSC. The payment of the penalty shall not be derived from Service Contributions received or Program Income funds generated through this program. The payment shall be made payable to the DPHSS, DSC and shall be the responsibility of the Bidder. The penalty may be waived, as authorized by the DPHSS, DSC, provided the Bidder can demonstrate in good faith having executed an agreement with an independent Certified Public Accountant firm to conduct the audit within 30 days upon official notification of award of this IFB. If none exist, the Five Hundred Dollars (\$500.00) penalty will be applied for each full month the annual audit is submitted late.

17.0 COMPENSATION FOR SERVICES

17.1 For Fiscal Year 2020, the Transportation Services Program services being acquired is to be funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, As Amended, Grant Number: 2001GUOASS, Catalog of Federal Domestic Assistance (CFDA) Number 93.044, Title III B and local government of Guam funds being appropriated, allocated and available.

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

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

17.4 INVOICES. The Bidder will be compensated upon the clearance of monthly invoices by DPHSS, DSC. In any reporting month and there

exist a discrepancy in the statistical, narrative or financial reports submitted by the Bidder, ten percent (10%) of the invoice amount after applying any penalties and disallowed costs will be withheld until the discrepancy has been resolved to the satisfaction of the DPHSS, DSC. Upon being notified by DPHSS, DSC that the discrepancy has been resolved, the Bidder shall submit an invoice for the remaining ten percent (10%) to be processed accordingly. **In the event discrepancies continue for three (3) months, invoices from this point forward shall not be processed until the discrepancies are fully resolved to the satisfaction of the DPHSS, DSC.**

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

18.0 SPECIAL TERMS AND CONDITIONS

18.1 PROGRAM DATABASE. The Bidder shall comply with the efforts of putting forth a unified automated information system supports and promote a coordinated and comprehensive system of care. The Bidder shall ensure that their staff attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this effort which will assist the Bidder in complying with the reporting requirement of the TSP. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DSC and/or software company contracted to maintain the system at no cost to the Bidder, with the exception of staff time to attend the orientation, training and technical assistance activities in support of the Program Database. **Failure to comply with this section shall result in non-payment to Bidder.** This is a mandatory requirement of this Federal grant.

18.2 PROGRAM DATABASE INFORMATION SYSTEM. The Bidder shall be granted access upon being awarded this program to enter data and other required program information in compliance with reporting requirements of this database.

18.3 GRANTOR RECOGNITION. The Bidder shall ensure recognition of the role of the grantor agency in providing services through this IFB. When a press release is issued or interview is given for any activity funded in whole or in part through this IFB, reference shall be given as to the funding source and funding agency. The Bidder shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPHSS, DSC to include all activities, facilities, and items utilized pursuant to this IFB. For example, *"This project is made possible through funds under Title III B Older Americans Act of 1965, as Amended, administered by the Department of Public Health and Social Services, Division of Senior Citizens."* All advertisements by the Bidder about the program shall be submitted to the DPHSS, DSC prior to distribution to the general public and local media.

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

18.5 NEGLIGENT PERFORMANCE BY BIDDER. The Government's review, approval, acceptance of, and payment of fees for services required under this IFB, shall not be construed to operate as a waiver of any

rights under this IFB or of any cause of action arising out of the Bidder's failure of performance of this IFB and Bidder shall be and remain liable to the Government for all costs of any kind which may be incurred by the Government as a result of the Bidder's negligent performance of any of the services performed under this IFB.

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

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

18.8 **ACTIVITIES OF PROGRAM PERSONNEL.** The Bidder shall ensure the Bidder or its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)]. Further, the Bidder shall ensure the Bidder or its employees do not intentionally identify the Title III Aging program or the Bidder with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].

18.9 **DUPLICATION OF SERVICES.** The Bidder shall ensure that all TSP services funded through this procurement are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of service provided by other sources.

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

18.11 **REPORT OF ABUSE OR NEGLECT OF CHILDREN.** The Bidder shall immediately make a verbal report of suspected cases of abuse or neglect of children and provide a written report within forty-eight (48) hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 19 GCA, Chapter 13).

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

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

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

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

- a. The Bidder, who has not been awarded a new contract or renewal of an existing contract under this program, shall immediately prepare to relinquish all program related information, files, equipment, service contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational, administrative and service documents and/or items to the new Bidder. The Bidder shall designate a person(s) who will work with the DPHSS, DSC in the transition process to the new Bidder. The Bidder shall encourage and support the transition of program staff to ensure the program's smooth transition.
 - b. The DPHSS, DSC shall oversee the transfer of all program related information, files, equipment, monies, etc. to the new Bidder.
 - c. Bidder's invoice shall not be processed until DPHSS, DSC closes out Bidder's program responsibility in the transition process.
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18.16 **FINANCIAL MANAGEMENT SYSTEM.** The Bidder shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management. The Bidder shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPHSS, DSC and is in accordance with generally accepted accounting principles (Ref. Title 5 GCA, Chapter 5, Article 3, Part E, §5236).

18.17 **FILES AND RECORDS MAINTENANCE.** All files and records pertaining to the TSP, both programmatic and financial, shall be accurate and complete and made accessible to the DPHSS, DSC and its authorized representatives and are, at a minimum, subject to audit, monitoring, and evaluation.

18.18 **MONITORING.** Unannounced monitoring of the Transportation Services Program (TSP) by the DPHSS, DSC shall not be denied by the Bidder. Monitoring may include, but is not limited to, on-site observations of activities, staff, facility inspections, and discussions with clients regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPHSS, DSC.

18.19 **CLIENT SURVEY.** The Bidder shall conduct a client survey to gauge the clients' perceptions services rendered through the TSP and identify unmet needs. At a minimum, the survey should include feedback on the quality of service, timeliness of pick up and return trips, the personal hygiene and dress code of the delivery staff, and the strength and weaknesses of the TSP. The first survey shall be submitted to the

DPHSS, DSC in July 2020 for the service period rendered in FY2020 and the second and third surveys shall be submitted in July for Fiscal Years 2021 and 2022.

18.20 EVIDENCE OF PAYMENT. The Bidder shall ensure a copy of receipt of payment for services is provided to the DPHSS, DSC within twenty-four (24) hours of receipt.

19.0 AUDIT

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

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

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

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

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

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

19.7 The Bidder on which the contract expires shall submit the annual audit to the DPHSS, DSC no more than six (6) months after the end of the contract's expiration. This provision is specific to the final service year for transportation services of the TSP and is not to be misconstrued as to negate the requirement of submitting the annual audits for the first two (2) service years.

20.0 NOTICE TO BIDDERS:

20.1 Anticipated funding for this procurement. "The required Delivery Date". It is the intent of the government of Guam to commence services at the **Beginning of the Fiscal Year 2020, Effectuated October 1, 2019** but the issuance of any award/purchase order in this

procurement is contingent upon the award and receipt of federal grant funds, as well as the government of Guam's annual appropriation to this program. In the event funds are not appropriated or otherwise made available to support the initial award of this procurement **all bid submittal received will be rejected and or the IFB cancelled.**

The government of Guam, Department of Public Health and Social Services, Division of Senior Citizens is the state-wide agency on Guam for this program and has a good faith as to the above occurring and their being funding as set forth above for Fiscal Year 2020, and notice is herein given that this procurement is issued and proceeding, but there can be no actual award without funding occurring as set forth above.

- 20.2 **Term: (Multi-Term).** The term of this contract shall commence upon the signing of the contract (approximately October 1, 2019) and expires on September 30, 2020 with an option to renew for three (3) additional Fiscal Years. Renewal options will be one Fiscal Year at time subject to federal grant funding and the appropriation, allocation and availability of funds.
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There may be multiple purchase orders for the initial term and any optional subsequent renewal issued in keeping with the nature of the federal government's Title III Federal Grant process and DPHSS, DSC State-Wide Program.

In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivery under the contract. The cost of cancellation may be paid from any appropriations available for such purposes. The government of Guam shall notify contractor on a timely basis in writing that the funds are, or not, available for the continuation of the contract for each succeeding fiscal period. The multi-term period as set forth in this clause does not affect either the government of Guam's rights or the contractor's rights under any termination clause of this contract.

- 20.3 **Bid Price/Escalation Clause (Multi-Term).** The bid price offered by the Bidder shall remain the same throughout the initial contract term. Escalation cost of not more than 5% may be considered based upon rapid and substantial price fluctuations of an unknown nature (i.e. gasoline, oil, etc.) and is subject to adjustment. Escalation cost will be based upon the availability of funds and written approval by the Director, Department of Public Health and Social Services.
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- 20.4 **Drug and Smoke-Free Workplace.** Contractor will ensure compliance with Federal and local drug and smoke-free workplace laws and requirements [Federal Drug-Free Workplace Act of 1988, the Governor's Circular No. 89-26 (Governor's Policy Statement Establishing a Drug-Free Workplace) and Clean Indoor Air Act of 1992, P.L. 21-139, Title 10 GCA, Chapter 90].
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- 20.5 **Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 5 GCA, Chapter 37 False Claims and Whistleblower Act applies to Contractor's action pertaining to this contract. See P.L. 116-34 Chapter III § 20 (lapsed into law Aug 24, 2018, codified at 5 GCA Chapter 37).
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APPENDICES OF MANDATORY FEDERAL PROGRAM FORMS

- Appendix A-1 Limited English Proficiency Certification
- Appendix A-2 Certification of Non-Discrimination
- Appendix A-3 Civil Rights Requirements
- Appendix A-4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Appendix A-5 Compliance with Federal Laws and Regulations
- Appendix A-6 Uniform Guidance 2 CFR, Part 200 and 45 CFR, Part 75 for Health and Human Services (HHS) Awards – Contract Provisions

A-1

LIMITED ENGLISH PROFICIENCY CERTIFICATION

<p><u>Limited English Proficiency Certification</u></p>

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

SUBMITTED BY:

Signature:	Date:
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Name:	Title:
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Agency:

Instructions: Bidders need to sign and submit this form with the Bid.

A-2

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 nondiscrimination 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 (EEOP), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

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

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

SUBMITTED BY:

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

Name of Organization:

Instructions: Bidders need to sign and submit this form with the Bid.

A-3

CIVIL RIGHTS REQUIREMENTS

Civil Rights Requirements

Contractor:

Civil Rights Contact Person:

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Title/Address:

Telephone Number:

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Number of persons employed by the organizational unit:

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Instructions: Bidders need to sign and submit this form with the Bid.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION: _____

Project Name: _____

Project Number: _____

Data Universal Numbering System (DUNS) Number: _____

Principal Contact: _____
Firm Name / Contact Name / Title

Firm Address/ Phone Number/ Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

(1) The undersigned certifies, by submission of this proposal, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal*.

*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder 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/Organization Date Signed

Contractor License No. (if any)

Instructions: Bidders need to sign and submit this form with the Bid.

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Department of Public Health and Social Services
Division of Senior Services
U.S. Department of Health and Human Services
Administration of Community Living – Older Americans Act Title III
Federal Grant Funds

Offeror/Bidder/Contractor/Subrecipient by signing below agree to comply with HHS Requirements which follow:

(See <https://www.acl.gov/grants/managing-grant#3> for a complete listing of Terms and Conditions; including HHS Grants Policy Statement as to the flow-down of clauses and requirements; the Uniform Guidance 2 CFR Part 200 and 45 CFR, Part 75 for HHS Awards – Contract Provisions, and the Notice of Grant Award).

A. Standards of Conduct for Recipient Employees.

HHS requires recipients to establish safeguards to prevent employees, consultants, members of governing bodies, and others who may be involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. These safeguards must be reflected in written standards of conduct. Except as provided below, HHS does not require a recipient to establish separate standards of conduct if it maintains such standards for its non-grant-supported activities, as long as those standards are consistent with State and local laws and cover, at a minimum, expected conduct in regard to financial interests, gifts, gratuities and favors, nepotism, and such other areas for governmental organizations as political participation and bribery.

The standards also must do the following:

- Address the conditions under which outside activities, relationships, or financial interests are proper or improper.
- Provide for advance notification of outside activities, relationships, or financial interests to a responsible organizational official.
- Include a process for notification and review by the responsible official of potential or actual violations of the standards.
- Specify the nature of penalties that the recipient may impose. These penalties would be in addition to any penalties that HHS or a cognizant Federal agency may impose for infractions that also violate the terms and conditions of award.

Recipients are not required to submit its general standards of conduct to HHS for review or approval. However, a copy must be made available to each of the recipient's officers; each employee and consultant working on the grant-supported program, project, or activity; each member of the governing board, if applicable; and, upon request, the OPDIV. The recipient is responsible for enforcing its standards of conduct, taking appropriate action on individual infractions, and, in the case of financial conflict of interest, informing the GMO if the infraction is related to a research award (see "Other Research-Related Requirements—Financial Conflict of Interest" for the specific regulatory requirements that apply to financial conflict of interest under research grants).

If a suspension or separation action is taken by a recipient against a PI/PD or other key personnel, the recipient must request prior approval of the proposed replacement.

B. Hatch Act.

The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321–7328) and State or local officers or employees (5 U.S.C. 1501–1528). "State or local officer or employee" means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.)

C. Age Discrimination Act of 1975.

The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

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D. Civil Rights Act of 1964.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

E. Education Amendments of 1972.

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

F. Rehabilitation Act of 1973.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

G. Conflict of Interest.

Subrecipients must establish personnel policy to prevent employees, consultants, members of governing bodies, and others involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. The personnel policy must:

- Address the conditions under which outside activities, relationships, or financial interests are proper or improper.
- Provide for advance notification of outside activities, relationships, or financial interests to a responsible organizational official.
- Include a process for notification and review by the responsible official of potential or actual violations of the standards.
- Specify the nature of penalties that may be imposed for violations.

H. Drug-Free Workplace.

The personal policy must include the following:

- The unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace.
- Employees must notify management, as a condition of employment, in writing within five calendar days, if they are convicted of violating a criminal drug statute.
- Appropriate personnel action must be taken, within 30 calendar days, against any employee convicted of violating a criminal drug statute up to and including termination, or require the employee to participate satisfactorily in a federal, state, local, or law enforcement-approved drug abuse assistance or rehabilitation program.
- Federal agencies must be notified in writing, within 10 calendar days, if any employee engaged in the performance of an award is convicted of violating a criminal drug statute.

Reference the Government-wide Requirements for Drug-Free Workplace, §s 82.3 and 82.4 of 45 CFR Part 82 (PDF | 172.6 KB).

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

Provisions applicable to Contractors and subcontractors who are private entities. Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; (ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) use forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living may terminate any work, contract, grant, subgrant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Provision applicable to Contractor and subcontractors other than a private entity. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living may terminate any work, contract, grant, subgrant without penalty, if a Contractor or subcontractor that is a private entity- is determined to have violated an applicable prohibition above in this clause; or has an employee who is determined by the agency official authorized to terminate the contract to have violated an applicable prohibition above in this clause through conduct that is either- associated with performance under this procurement; or imputed to the Contractor or its subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Provisions applicable to any recipient. Contractor and its subcontractors must inform, DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living immediately of any information they receive from any source alleging violation of the above prohibitions in this clause. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living right to terminate unilaterally that is described above: implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVA), as amended (22 U.S.C. 7104 (g)), and is in addition to all other remedies available in this contract. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) "Employee" means either: an individual employed by you or a subrecipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3) "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes: a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). A for profit organization. (4) "Severe forms of trafficking in persons", "commercial sex acts", and "coercion" have the meaning given at section 103 of TVPA, as amended (22 U.S.C. 7102)

J. Federal Funding Accountability and Transparency Act (FFATA).

Contractor is subject to sub-award and executive compensation requirements in the FATA Sub-award Reporting System (FSRS).

See http://www.acl.gov/Funding_Opportunities/Grantee_Info/FFATA.aspx.

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Contractors and sub Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000. The reporting requirements are as follows:

- This requirement is for both mandatory and discretionary grants awarded on or after October 1, 2010.

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- All sub-award information must be reported by the prime awardee.
- For those new Federal grants as of October 1, 2010, if the initial award is equal to or over \$25,000, reporting of sub-award and executive compensation data is required.
- If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000.
- If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency Act and this Guidance.

K. Requirements for Federal Funding Accountability and Transparency Act Implementation.

In September 2010, the Office of Management and Budget issued Interim Final Guidance in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) to establish reporting requirements necessary for the implementation of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252. This award term implements those requirements and is located at 2 CFR Part 170.

Appendix A to Part 170—Award Term Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. You must report each obligating action described in paragraph a.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

b. Reporting of Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.)
2. **Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at the Central Contractor Registry.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.)
2. **Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

1. "Entity" means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. "Executive" means officers, managing partners, or any other employees in management positions.
3. "Subaward":
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. "Subrecipient" means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

L. Same-Sex Marriage – United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7.

All grantees are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. Federal grant funds from the U.S. Department of Health and Human Services, Administration for Community Living (ACL) are part of this procurement. The ACL has issued guidance as to same-sex marriage and its grant funds. In the event that the guidance applies to this procurement, then Contractor agrees to comply with any and all requirements of the ACL with regard to its guidance on same-sex marriage.

M. Pilot Program for Enhancement of Contractor Whistleblower Protections.

Contractors are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections" of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013(Pub.L. 112-239, enacted January 2, 2013) applies to this procurement. The effective date is for grants and contracts issued on or after July 2, 2013.

Contractor agrees to comply with Section 1553 of the American Recovery and Reinvestment Act of 2009 (ARRA), which states: An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of-- (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

N. Certification Regarding Lobbying.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

O. FY2018 Consolidated Appropriations Act, 2018 (Public Law 115-141) signed into law on March 23, 2018.

Salary Limitation "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II." That amount is \$189,600. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an ACL grant or cooperative agreement. Note that these or other salary limitations will apply in FY 2018, as required by law.

Gun Control (Section 217) "None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control."

Restriction on Distribution of Sterile Needles (Section 522) "Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug."

Anti-Lobbying (Section 503)

a. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

b. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

c. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

P. Federal Awardee Performance and Integrity Information System (FAPIS).

As required by 2 CFR 200 Appendix XII of the Uniform Guidance, non-federal entities (NFEs) are required to disclose in FAPIS any information about criminal, civil, and administrative proceedings, and/or affirm that there is no new information to provide. This applies to NFEs that receive federal awards (currently active grants, cooperative agreements, and procurement contracts) greater than \$10,000,000 for any period of time during the period of performance of an award/project.

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The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417) was enacted on October 14, 2008. Section 872 of this Act required the development and maintenance of an information system that contains specific information on the integrity and performance of covered federal agency contractors and grantees. FAPIS was developed to address these requirements. FAPIS provides users access to integrity and performance information from the FAPIS reporting module in the Contractor Performance Assessment Reporting System (CPARS), proceedings information from the Entity Management section of the System for Award Management (SAM) database, and suspension/debarment information from the Performance Information section of SAM. See 2 CFR 200 Appendix XII for full citation.

Offeror/Bidder/Contractor/Subrecipient agrees to provide DPHSS, DSC a copy of their written policies and procedures in compliance with the above, upon DPHSS, DSC's request.

SUBMITTED BY:

Signature of Authorized Official:	Date:
Name of Authorized Official:	
Name of Organization:	

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Instructions: Bidders need to sign and submit this form with the Bid.

UNIFORM GUIDANCE - CONTRACT CLAUSES

**Guam Department of Public Health & Social Services
Division of Senior Citizens
Federal Funds**

Uniform Guidance 2 CFR Part 200 (Appendix II) and 45 CFR, Part 75 (Appendix II) for HHS Awards – Contract Provisions

Offeror/Bidder/Contractor by signing below acknowledges, to the extent applicable, the following contract clauses apply to it in this procurement; and must be flowed down by Offeror/Bidder/Contractor in its contracts with subcontractors.

This procurement is funded in whole or part with federal funds (or is anticipated to be funded by federal funds in the future). The undersigned Contractor by affixing its signature below certifies its compliance to following, contract provisions, as applicable. (See 2 CFR Part 200 and 45 CFR, Part 75 for HHS Awards).

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and
Appendix II to Part 75—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 subrecipient 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 subrecipient 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 subrecipient 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 2 CFR §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.

See §75.331 Procurement of recovered materials.
[79 FR 75889, Dec. 19, 2014, as amended at 81 FR 19044, Apr. 4, 2016]

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

Name of Organization:

Instructions: Bidders need to sign and submit this form with the Bid.

APPENDICES OF PROGRAM FORMS

Appendix B-1 Intake, Profile and Referral Form

Appendix B-2 Intake, Profile and Referral (IPR) Record Change and Service Update Form

Appendix B-3 Monthly Program Reporting Forms (Samples) Monthly Program Report Transmittal Form:

- (1) Monthly Invoice Form**
- (2) Monthly Accounts Receivable Activity Report Form**
- (3) Monthly Program Income Report Form**
- (4) Monthly Program Income Expenditure Report Form**
- (5) Monthly Statistical Report Form (Assisted and Regular Transportation)**
- (6) Monthly Program Summary Form**
- (7) Non-Expendable Inventory Form Under \$5,000.00**
- (8) Non-Expendable Inventory Form Over \$5,000.00**
- (9) Release of Claims Statement Form**
- (10) General Characteristics of Elderly Clients Receiving Registered Services and Those Receiving Cluster 2 Registered Services for Assisted Transportation**

B-1

**SENIOR CITIZENS AGING SERVICES FY-2019
INTAKE, PROFILE AND REFERRAL (IPR) FORM**

INSTRUCTIONS

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

- ◆ **FORM:** This form is an Intake, Profile and Referral (IPR) Form, and not an assessment form. Profile characteristics are used in developing new programs to meet the needs of the elderly. Each Service Provider may have their own assessment form for their specific programs.
- ◆ **DATA RETENTION:** Client data is inputted and retained in a main registry.
- ◆ **INCOME LEVEL:** The Income Level is based on the U.S. Department of Health and Human Services Poverty Guidelines and shall be completed before the Intake, Profile and Referral Form is processed.
- ◆ **PRIORITIZATION OF SERVICES:** Based on the need to activate Prioritization of Services, the number of persons to be served will be determined by the existing conditions of clients enrolled in a program and those on a wait list at the time of implementation. Information on mobility, support system, housing condition, activities of daily living, health status and financial assets is collected should prioritization of services be necessary.
- ◆ **REFUSAL TO ANSWER:** Should a client refuse to answer a certain question, leave it blank. In the comments section, list the reason for not answering the question. This does not apply to Income Level.
- ◆ **SIGNATURE:** The signature of the client or responsible party is required before services can be provided.
- ◆ **SPECIAL ACCOMMODATIONS:** Clients requiring special accommodations shall inform the program in advance of their requirements.

◆ **PROGRAM SPECIFIC INFORMATION:**

- **Case Management Services.** Case Management Services Program provides a systematic process of assessment and reassessment, planning, service and care coordination, referral, and monitoring. The Case Management Services Program serves as a key entry point for aging services, determines eligibility and authorizes services for individuals requesting Adult Day Care Services, In-Home Services and Home-Delivered Meals. Entry into these programs shall not be permitted before an assessment is made and eligibility established by Case Management Services.
- **Transportation Services.** In order to meet demands, clients requesting transportation shall make reservations with the Transportation Services Program in advance for service. If the date requested cannot be accommodated, the Transportation Services Program shall recommend an alternate date. Requests for persons using wheelchairs or having a Personal Assistant/Personal Care Attendant shall be made in the same manner, whether for Center participation or to and from medical appointments, etc.
- **Elderly Nutrition Program.** To the extent practicable, meals are prepared to meet special dietary needs of eligible participants, and shall be supported by a statement from the client's doctor or religious leader stating the necessity for special meals. Mechanical (chopped) or pureed (blenderized) meals are not classified as special meals and shall be provided to the client at their request.

**FOR ADULT PROTECTIVE SERVICES (APS)
REFERRALS, CALL 735-7421 / 7415
Monday – Friday, 8 a.m. to 5 p.m.
(Except on Recognized Holidays)
OR
24-HOUR APS
CRISIS INTERVENTION HOTLINE
at 632-8853
TWENTY-FOUR HOURS A DAY
SEVEN DAYS A WEEK.**

**SENIOR CITIZENS AGING SERVICES FY-2019
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

A. CLIENT IDENTIFICATION	
Last Name	
First Name	
Middle Name	
Nickname	
Email Address	
Homeless	<input type="checkbox"/> Yes <input type="checkbox"/> No
Receives Care from NFCSP Caregiver	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requires Assistance in an Emergency	<input type="checkbox"/> Yes (Specify) <input type="checkbox"/> No
Home Address	
Mailing Address	
Phone (1)	
Phone (2)	
B. CLIENT CONTACTS	
Primary Emergency Contact	
Relationship	
Address	
Phone	
Email	
Physician Contact	
Physician Type	
Address	

Phone	
Email	
Primary Caregiver	
Relationship	
Address	
Phone	
Email	
Personal Contact	
Relationship	
Address	
Phone	
Email	
C. CLIENT DEMOGRAPHICS	
Date of Birth	Age
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
Transgender	<input type="checkbox"/> Male <input type="checkbox"/> Female
Disabled	<input type="checkbox"/> Yes (Specify Type) <input type="checkbox"/> No
Disability	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Not Applicable (N/A)
Physical Disability	(Specify) <input type="checkbox"/> N/A
Intellectual Disability	(Specify) <input type="checkbox"/> N/A
Mental Illness	(Specify) <input type="checkbox"/> N/A
Cerebral Palsy	(Specify) <input type="checkbox"/> N/A
If < 60 Reason for Service	<input type="checkbox"/> Caregiver <input type="checkbox"/> Other: <input type="checkbox"/> Disabled <input type="checkbox"/> Spouse <input type="checkbox"/> Meal Volunteer <input type="checkbox"/> N/A
Citizenship (Specify)	

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

**SENIOR CITIZENS AGING SERVICES FY-2019
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

Race (Specify)	<input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> Other <input type="checkbox"/> Multiple	Urban/Rural	<input checked="" type="checkbox"/> Rural
Ethnicity	(Specify)	Housing Type	<input type="checkbox"/> House/Own <input type="checkbox"/> House/Rent <input type="checkbox"/> Apartment/Duplex <input type="checkbox"/> Residential Care Facility <input type="checkbox"/> Nursing Facility <input type="checkbox"/> Other <input type="checkbox"/> None
Primary Language	(Specify)	Lives With	<input type="checkbox"/> Alone <input type="checkbox"/> Family <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Relative <input type="checkbox"/> Other
English Fluency	<input type="checkbox"/> Needs Translation <input type="checkbox"/> Limited <input type="checkbox"/> Fluent	Referral Source	<input type="checkbox"/> Self <input type="checkbox"/> Family/Friend <input type="checkbox"/> Agency: _____ <input type="checkbox"/> Other: _____
Literacy	<input type="checkbox"/> In English <input type="checkbox"/> In Primary Language <input type="checkbox"/> In Both <input type="checkbox"/> Illiterate	Sources of Support	<input type="checkbox"/> Family <input type="checkbox"/> Friend/Neighbor <input type="checkbox"/> Paid Help <input type="checkbox"/> Has help but unsure who provides help <input type="checkbox"/> Unknown
Relationship Status	<input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Single (Never Been Married) <input type="checkbox"/> Widowed <input type="checkbox"/> Domestic Partner	Assisted Transportation	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employment Status	<input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Retired <input type="checkbox"/> Un-Employed <input type="checkbox"/> Volunteer <input type="checkbox"/> Disabled	Needs an Escort	<input type="checkbox"/> Yes <input type="checkbox"/> No
Veteran Status	<input type="checkbox"/> Veteran <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> No	Primary Transportation	<input type="checkbox"/> Owns Car <input type="checkbox"/> Aide <input type="checkbox"/> Friend <input type="checkbox"/> Public Transport <input type="checkbox"/> Senior Transport <input type="checkbox"/> Family <input type="checkbox"/> Other <input type="checkbox"/> None

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

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 01.14.2019). All other forms remain obsolete.

**SENIOR CITIZENS AGING SERVICES FY-2019
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

Income Level				
Is your income less than				
Unit Size	Per Month	Per Year	Yes	No
One (1)	\$1,300.00	\$15,600.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Two (2)	\$1,760.83	\$21,130.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Three (3)	\$2,221.67	\$26,660.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Four (4)	\$2,682.50	\$32,190.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Five (5)	\$3,143.33	\$37,720.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Six (6)	\$3,604.17	\$43,250.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Seven (7)	\$4,065.00	\$48,780.00		
Is your combined income less than				
Unit Size	Per Month	Per Year	Yes	No
Eight (8)	\$4,525.83	\$54,310.00		
For families/households with more than 8 persons, add \$5,530 for each additional member.				
\$ _____				
Income Information	<input type="checkbox"/> Above 100% FPL <input type="checkbox"/> At or Below 100% FPL			
Financial Assets <i>(Refer to FAS Scale)</i>	<input type="checkbox"/> 29% to 49% below the poverty level <input type="checkbox"/> 50% to 74% below the poverty level <input type="checkbox"/> 75% or greater below the poverty level <input type="checkbox"/> N/A			
Receives Social Security	<input type="checkbox"/> None <input type="checkbox"/> Retirement <input type="checkbox"/> Disability <input type="checkbox"/> Dependent			
Receives Private Pension	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Health Insurance	<i>(Specify)</i>			
Medicare	<input type="checkbox"/> Part A <input type="checkbox"/> Part B Claim No. _____ <input type="checkbox"/> None <input type="checkbox"/> Part D Claim No. _____ <input type="checkbox"/> None <input type="checkbox"/> Medicare Supplemental Claim No. _____ <input type="checkbox"/> None			
Medicaid	<input type="checkbox"/> Yes Claim No. _____ <input type="checkbox"/> None			
Guardian/Conservator	<input type="checkbox"/> None <input type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary			
Person/ Organization Holding Guardianship/ Conservatorship				
Guardian Conservator Type	<input type="checkbox"/> Estate <input type="checkbox"/> Person <input type="checkbox"/> Both <input type="checkbox"/> Dementia Power <input type="checkbox"/> Medical Authority <input type="checkbox"/> None			
Durable Power of Attorney	<input type="checkbox"/> Unknown <input type="checkbox"/> Limited <input type="checkbox"/> Health <input type="checkbox"/> Both <input type="checkbox"/> None			

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

DSC INTAKE, PROFILE AND REFERRAL FORM (Revised: 01.14.2019). All other forms remain obsolete.

**SENIOR CITIZENS AGING SERVICES FY-2019
 INTAKE, PROFILE AND REFERRAL (IPR) FORM
 PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

Supplemental Nutrition Assistance Program (SNAP)		<input type="checkbox"/> Yes <input type="checkbox"/> No	Assistive Devices <i>(Specify)</i>	
D. CLIENT FUNCTIONAL ASSESSMENT			Mobility Devices <i>(Specify)</i>	
Impairment of Activities of Daily Living (ADL): Indicate the inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues:			Impairment in Instrumental Activities of Daily Living (IADL): Indicate the inability to perform one or more of the following eight instrumental activities of daily living without personal assistance, stand-by assistance, supervision or cues:	
Transfer Mobility	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent		Preparing Meals	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Bathing	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent		Shopping for Personal Items	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Dressing	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent		Medication Management	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Toileting	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent		Managing Money	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Eating	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent		Using Telephone	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Ambulating (i.e. Walking)	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent		Doing Heavy Housework	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent

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

**SENIOR CITIZENS AGING SERVICES FY-2019
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

Doing Light Housework	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Transportation Ability <small>(Refers to the individual's ability to make use of available transportation without assistance)</small>	<input type="checkbox"/> Unknown <input type="checkbox"/> Independent <input type="checkbox"/> Supervision <input type="checkbox"/> Assistance <input type="checkbox"/> Dependent
Communication Skills Status	
Receptive	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Does Not Understand
Expressive	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Cannot Be Understood
Sensory Skills	
Vision	<input type="checkbox"/> Unknown <input type="checkbox"/> Good <input type="checkbox"/> Limited <input type="checkbox"/> Legally Blind <input type="checkbox"/> Blind <input type="checkbox"/> Glasses <input type="checkbox"/> Other
Hearing	<input type="checkbox"/> Good <input type="checkbox"/> Limited <input type="checkbox"/> Deaf <input type="checkbox"/> Unknown <input type="checkbox"/> Hearing Aid <input type="checkbox"/> Other

Support System	<input type="checkbox"/> Unknown <input type="checkbox"/> Support is Available <input type="checkbox"/> Minimum Support <input type="checkbox"/> No Support
Housing	<input type="checkbox"/> Unknown <input type="checkbox"/> Full Concrete <input type="checkbox"/> Semi Concrete <input type="checkbox"/> Tin and Wood
Homebound	<input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No
Bedridden	<input type="checkbox"/> Unknown <input type="checkbox"/> Yes <input type="checkbox"/> No

E. AGING SERVICES REQUESTED

Adult Day Care (ADC) Services
(Specify Center)

Elderly Nutrition Program (ENP):
 Congregate Meals (Center/Day Care)
 Home-Delivered Meals (Homebound)
Meal Type:
 Regular
 Mechanical
 Chopped
 Pureed/Blenderized
 Special (Provide document from physician or religious leader to certify special meal requirement)

Case Management Services (CMS)

In-Home Services (IHS)

Legal Assistance Services (LAS)
(Specify)

Expedite for ADC Admission	Received By/Date
----------------------------	------------------

National Family Caregiver Support Program (NFCSP)

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

**SENIOR CITIZENS AGING SERVICES FY-2019
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

Senior Center Operations (SCO)

(Specify Center) _____

Has an individual with disability 18 and older who lives with the older individual

Transportation Services (TSP)

- Walks with no assistance (Non-Assisted)
- Walks with assistance (Assisted)
- Field Trips
- Food Commodity (Center)
- Food Commodity (Non-Center)

COMMENTS:

F. HIGH RISK CLIENTS UNDER EMERGENCY DECLARATION

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

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

G. ELIGIBILITY AND CONSENT OF CLIENT

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

- ◆ Persons who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated; and
- ◆ Persons with greatest economic need and older individuals with greatest social needs (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas); and
- ◆ Older individuals with disabilities (with particular attention to individuals with severe disabilities).

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

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

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

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

H. INTAKE INFORMATION

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

**SENIOR CITIZENS AGING SERVICES FY-2019
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

Intake Worker		IPR Received By	
Signature of Intake Worker		Date	
Date/Time of Intake		Time	
Organization		Date of Initial Contact with Client	
Phone Number		Time of Initial Contact with Client	
IPR Forwarded To <input type="checkbox"/> Case Management Services Program <input type="checkbox"/> Adult Day Care Services Program _____ (Specify Center) <input type="checkbox"/> In-Home Services Program <input type="checkbox"/> Elderly Nutrition Program (Home-Delivered Meals) <input type="checkbox"/> Elderly Nutrition Program (Congregate Meals) <input type="checkbox"/> Legal Assistance Services Program <input type="checkbox"/> Senior Center Operations Program _____ (Specify Center) <input type="checkbox"/> Transportation Services Program <input type="checkbox"/> National Family Caregiver Support Program <input type="checkbox"/> Preventive Health Program		Time of Intake	
Forwarded By		Organization	
Date Forwarded		Phone Number	
Time Forwarded		<p align="center">MyPlate 10 Health Eating Tips for People age 65+*</p> <ol style="list-style-type: none"> 1. Drink plenty of liquids. 2. Make eating a social event. 3. Plan healthy meals. 4. Know how much to eat. 5. Vary your vegetables. 6. Eat for your teeth and gums. 7. Use herbs and spices. 8. Keep food safe. 9. Read the Nutrition Facts label. 10. Ask your doctor about vitamins and supplements. <p><i>*Ref.: http://www.choosemyplate.gov/choosing-healthy-meals-you-get-older#sthash.PROfnx5z.dpuf</i></p>	
I. RECEIVING ORGANIZATION INFORMATION			

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

**SENIOR CITIZENS AGING SERVICES FY-2019
 INTAKE, PROFILE AND REFERRAL (IPR) FORM
 PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

J. CLIENT'S HOME

IF MAP IS SENT SEPARATELY, INCLUDE THE CLIENT'S NAME AND SSN AT TOP OF MAP

Does the home have an accessible driveway?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	------------------------------	-----------------------------

If you use a wheelchair, is there an accessible ramp?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

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



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

**SENIOR CITIZENS AGING SERVICES FY-2019
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM**
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

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

Please check (v) if this is a Record Change or Service Update Change, or both:

<input type="checkbox"/> RECORD CHANGE	<input type="checkbox"/> SERVICE UPDATE CHANGE
--	--

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

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

A. CLIENT IDENTIFICATION (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

B. CLIENT CONTACTS (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

C. CLIENT DEMOGRAPHICS (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

D. CLIENT FUNCTIONAL ASSESSMENT (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

E. AGING SERVICES REQUESTED (SERVICE UPDATE CHANGE)		
<small>Indicate the specific program, and describe the change in service to include effective date of period change, and duration of change.</small>		
AREA OF CHANGE	FROM	TO

CLIENT'S NAME: _____ GETCARE ID: _____ PROGRAM ID: _____ Page 1 of 2
(Last, First, Middle Name)

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM (Revised: 10.15.18). All other forms remain obsolete.

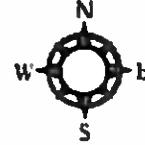
**SENIOR CITIZENS AGING SERVICES FY-2019
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.**

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

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

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

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



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

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

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM (Revised: 10.15.18). All other forms remain obsolete.

Financial Assets Scale (FAS)

(U.S. Department of Health and Human Services Poverty Guidelines for 2019)

Refer to Page 3 on IPR

Unit Size One (1)	Per Month \$1,300.00	Per Year \$15,600.00
29% to 49% below the poverty level	Earning between \$923.00 and \$663.00	Earning between \$11,076.00 and \$7,956.00
50% to 74% below the poverty level	Earning between \$650.00 and \$338.00	Earning between \$7,800.00 and \$4,056.00
75% or greater below the poverty level	Earning below \$325.00	Earning below \$3,900.00

Unit Size Two (2)	Per Month \$1,760.83	Per Year \$21,130.00
29% to 49% below the poverty level	Earning between \$1,250.19 and \$898.02	Earning between \$15,002.30 and \$10,776.30
50% to 74% below the poverty level	Earning between \$880.42 and \$457.82	Earning between \$10,565.00 and \$5,493.80
75% or greater below the poverty level	Earning below \$440.20	Earning below \$5,282.50

Unit Size Three (3)	Per Month \$2,221.67	Per Year \$26,660.00
29% to 49% below the poverty level	Earning between \$1,577.39 and \$1,133.05	Earning between \$18,928.60 and \$13,596.60
50% to 74% below the poverty level	Earning between \$1,110.84 and \$577.63	Earning between \$13,330.00 and \$6,931.60
75% or greater below the poverty level	Earning below \$555.42	Earning below \$6,665.00

(Updated 02.09.17 for FY2017)

Eight (8) or more in Family Unit Size, add \$460.83 per month or \$5,530 per year for each additional household member.

\$ _____

FY – 2019 TRANSMITTAL PAGE

**TRANSPORTATION SERVICES
PROGRAM
MONTHLY**

SELECT ONE:

- | | | | |
|------------------------------|------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> OCT | <input type="checkbox"/> JAN | <input type="checkbox"/> APR | <input type="checkbox"/> JUL |
| <input type="checkbox"/> NOV | <input type="checkbox"/> FEB | <input type="checkbox"/> MAY | <input type="checkbox"/> AUG |
| <input type="checkbox"/> DEC | <input type="checkbox"/> MAR | <input type="checkbox"/> JUN | <input type="checkbox"/> SEP |

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

FY- _____ PROGRAM INCOME REPORT

NAME OF VENDOR

TRANSPORTATION SERVICES PROGRAM

FOR THE MONTH ENDING:

PROGRAM INCOME REPORT

*PLEASE SPECIFY	MONTHLY CONTRIBUTIONS		YEAR-TO-DATE CONTRIBUTIONS	
	CASH	IN-KIND (CASH VALUE)	CASH	IN-KIND (CASH VALUE)
*SERVICE CONTRIBUTIONS (DONATIONS AND GIFTS)				
*GRANT OPPORTUNITIES				
TOTAL AMOUNT (CASH)	\$ -		\$ -	
*IN-KIND CONTRIBUTIONS				
		\$ -		\$ -
TOTAL AMOUNT (IN-KIND VALUE)		\$ -		\$ -

DSC - TSP

FY- _____ PROGRAM INCOME EXPENDITURES REPORT

NAME OF VENDOR

TRANSPORTATION SERVICES PROGRAM

FOR THE MONTH ENDING:

PLEASE SPECIFY	ADMINISTRATIVE COSTS		SERVICE EXPENDITURES		TOTAL CURRENT	TOTAL YTD CUMULATIVE
	CURRENT	CUMULATIVE	CURRENT	CUMULATIVE		
PERSONNEL COSTS (110/111)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (110/111)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL (220)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (220)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTUAL (230)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (230)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUPPLIES AND MATERIALS (240)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (240)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT (250) (under \$5,000.00)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (250)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS (290)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (290)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UTILITIES (360)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (360)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY (450) (over \$5,000.00)						
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
SUBTOTAL (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DSC - TSP

Service Provider: NAME OF VENDOR
 Program: Transportation Services Program (TSP) (Assisted)

A. CLIENTS GOUNT		Month Total	YTD
1.	Clients Served this Month: Beginning of Fiscal Year (Excluding New Clients Served)		
2.	Total Intake Profile and Referrals (IPRs) Forms Received		0
3.	Total IPRs Determined to be Ineligible		0
New Clients Served			
	a. From IPRs.....	<input type="text"/>	
4.	b. From Returned to Active Status (New this FY) +	<input type="text"/>	
	c. From Waiting List..... +	<input type="text"/>	
	d. New Clients Served for this month..... =	<input type="text" value="0"/>	0
5.	Total Unduplicated Active Clients for the Month (Add Month Total Lines 1 & 4 inclusive of Clients Returned to Active Status previous this FY)	0	
6.	Total Unduplicated Clients Registered for Fiscal Year		0
CLIENTS ACTIVITY			
Waiting List (Clients not receiving any services)		Aggregate	
	a. YTD from previous month.....	<input type="text"/>	
7.	b. NEW Persons added to the Waiting List..... +	<input type="text"/>	
	c. Enter the value from Box 4c..... -	<input type="text" value="0"/>	
	d. Removed from Wait List (no service provided) -	<input type="text"/>	
	e. Total Waiting List for this month..... =	<input type="text" value="0"/>	0
B. UNITS OF SERVICE		Month Total	YTD
1.	Transportation (1 One Way Trip)		0
2.	Information and Assistance (1 Contact)		0
3.	Outreach (1 Contact)		0
C. VOLUNTEER(S)		Month Total	YTD
1.	Number of Volunteers - 60 years of age and above		0
2.	Number of Volunteers - 59 years of age and below		0
3.	Volunteer Hours Performed		0

Service Provider: NAME OF VENDOR
 Program: Transportation Services Program (TSP) (Assisted)

D. CLIENTS ETHNICITY		(Total Clients = Line A.1 of Page 1)	New This Month	YTD	
1A.	Freely Associated States Clients				
	a. <i>Chuukese</i>	Compact Impact Reporting Requirements for Freely Associated States (FAS)		0	
	b. <i>Kosraean</i>			0	
	c. <i>Pohnpeian</i>			0	
	d. <i>Yapese</i>			0	
	e. <i>Marshallese</i>			0	
f. <i>Palauan</i>			0		
1B.	Total FAS Clients (Add lines 1A - a through f)	0	0	0	
NAPIS (National Aging Program Information System) Reporting Requirements					
2.	American Indian or Native Alaskan			0	
3A.	Asian:				
	a. <i>Cambodian</i>			0	
	b. <i>Chinese (inclusive of Taiwanese)</i>			0	
	c. <i>Indian</i>			0	
	d. <i>Japanese (inclusive of Okinawans)</i>			0	
	e. <i>Korean</i>			0	
	f. <i>Malaysian</i>			0	
	g. <i>Pakistani</i>			0	
	h. <i>Filipinos</i>			0	
	i. <i>Thai</i>			0	
j. <i>Vietnamese</i>			0		
3B.	Total Asian Clients (Add lines 3A - a through j)	0	0	0	
4.	Black or African American			0	
5.	Hispanic or Latino			0	
6A.	Native Hawaiian or other Pacific Islander				
	a. <i>Chamorro (Guam)</i>			0	
	b. <i>Hawaiian</i>			0	
	c. <i>NMI (person having origins from Saipan, Rota or Tinian)</i>			0	
	d. <i>Samoan</i>			0	
	e. <i>Carolinian</i>			0	
f. <i>FAS Clients (past the sum of line 1B here)</i>	0	0	0		
6B.	through f)	0	0	0	
7.	White			0	
8.	Total Clients (Equals the sum of lines 2, 3B, 4, 5, 6B and 7)	0	0	0	
E.	CITIZENSHIP	U.S.		NON - U.S.	
		Month Total	YTD	Month Total	YTD

DSC - TSP Assisted

Service Provider: NAME OF VENDOR
 Program: Transportation Services Program (TSP)

A. CLIENTS COUNT		Month Total	YTD
1.	Clients Served this Month: Beginning of Fiscal Year (<i>Excluding New Clients Served</i>)		
2.	Total Intake Profile and Referrals (IPRs) Forms Received		0
3.	Total IPRs Determined to be Ineligible		0
New Clients Served			
	a. From IPRs..... <input type="text"/>		
4.	b. From Returned to Active Status (<i>New this FY</i>) + <input type="text"/>		
	c. From Waiting List..... + <input type="text"/>		
	d. New Clients Served for this month..... = <input type="text" value="0"/>	0	0
5.	Total Unduplicated Active Clients for the Month (<i>Add Month Total Lines 1 & 4 inclusive of Clients Returned to Active Status previous this FY</i>)	0	
6.	Total Unduplicated Clients Registered for Fiscal Year		0
CLIENTS ACTIVITY			
Waiting List (<i>Clients not receiving any services</i>)		Aggregate	
	a. YTD from previous month..... <input type="text"/>		
7.	b. NEW Persons added to the Waiting List..... + <input type="text"/>		
	c. Enter the value from Box 4c..... - <input type="text" value="0"/>		
	d. Removed from Wait List (<i>no service provided</i>) - <input type="text"/>		
	e. Total Waiting List for this month..... = <input type="text" value="0"/>	0	
B. UNITS OF SERVICE		Month Total	YTD
1.	Transportation (1 One Way Trip)		0
2.	Information and Assistance (1 Contact)		0
3.	Outreach (1 Contact)		0
C. VOLUNTEER(S)		Month Total	YTD
1.	Number of Volunteers - 60 years of age and above		0
2.	Number of Volunteers - 59 years of age and below		0
3.	Volunteer Hours Performed		0

Service Provider: NAME OF VENDOR
 Program: Transportation Services Program (TSP)

D. CLIENTS ETHNICITY		(Total Clients = Line A.1 of Page 1)	New This Month	YTD	
1A.	Freely Associated States Clients				
	a. <i>Chuukese</i>	Compact-Impact Reporting Requirements for Freely Associated States (FAS)		0	
	b. <i>Kosraean</i>			0	
	c. <i>Pohnpeian</i>			0	
	d. <i>Yapese</i>			0	
	e. <i>Marshallese</i>			0	
f. <i>Palauan</i>			0		
1B.	Total FAS Clients (Add lines 1A - a through f)	0	0	0	
NAPIS (National Aging Program Information System) Reporting Requirements					
2.	American Indian or Native Alaskan			0	
3A.	Asian:				
	a. <i>Cambodian</i>			0	
	b. <i>Chinese (inclusive of Taiwanese)</i>			0	
	c. <i>Indian</i>			0	
	d. <i>Japanese (inclusive of Okinawans)</i>			0	
	e. <i>Korean</i>			0	
	f. <i>Malaysian</i>			0	
	g. <i>Pakistani</i>			0	
	h. <i>Filipinos</i>			0	
	i. <i>Thai</i>			0	
j. <i>Vietnamese</i>			0		
3B.	Total Asian Clients (Add lines 3A - a through j)	0	0	0	
4.	Black or African American			0	
5.	Hispanic or Latino			0	
6A.	Native Hawaiian or other Pacific Islander				
	a. <i>Chamorro (Guam)</i>			0	
	b. <i>Hawaiian</i>			0	
	c. <i>NMI (person having origins from Saipan, Rota or Tinian)</i>			0	
	d. <i>Samoa</i>			0	
	e. <i>Carolinian</i>			0	
6B.	<i>FAS Clients (post the sum of line 1B here)</i>	0	0	0	
6B.	<i>through f)</i>	0	0	0	
7.	White			0	
8.	Total Clients (Equals the sum of lines 2, 3B, 4, 5, 6B and 7)	0	0	0	
E. CITIZENSHIP		U.S.		NON - U.S.	
		Month Total	YTD	Month Total	YTD

DSC - TSP

FY- _____ MONTHLY PROGRAM SUMMARY

NAME OF VENDOR

TRANSPORTATION SERVICES PROGRAM

Month – Year

PROGRAM SUMMARY:

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

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

Date(s)	Staff and Volunteers	Title	Presenter(s)	Location(s)

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

- 1) From Clients

Date of Incident	Complaints, Problems and Concerns	Proposed Solutions

- 2) From Aging Providers

Date of Incident	Complaints, Problems and Concerns	Proposed Solutions

- 3) Vehicles: List of all vehicles not used for a consecutive period of 48 working hours and the reason for their non-use.

Vehicle	Reason for Non-Use	Proposed Solutions

- 4) Routes: Report separately Assisted Transportation Services and Transportation Services.

Assisted Transportation Service:

Route	Reason	Proposed Solutions

DSC - TSP

Transportation Service:

Route	Reason	Proposed Solutions

5) Other (specify)

--

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

--

D. **Plans for Next Month**

- 1) Staff and Volunteers Training Plan
- 2) Management Plan
- 3) Special Activities requiring Assisted Transportation Services and Transportation Services
- 4) Presentations and Outreach Plan

DSC – TSP

FY – _____ TRANSMITTAL PAGE

**TRANSPORTATION SERVICES
PROGRAM
YEARLY**

PLEASE ATTACH THE FOLLOWING:

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

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

DSC 131

FY- _____ YEARLY REPORTS
NAME OF VENDOR
TRANSPORTATION SERVICES PROGRAM

Month – Year

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

- 1) Release of Claims Statement.
- 2) Non-Expendable Property Inventory Listing shall be certified by its certifying officer [Ref. P.L. 29-19, Section 6, (d)] to include:
 - (a) Date of Purchase or Lease;
 - (b) Item Description;
 - (c) Make/Model;
 - (d) Serial Number;
 - (e) Unit Cost;
 - (f) Indicate whether purchased, leased, or donated;
 - (g) Indicate whether purchased or leased with Program Funds or Program Income;
 - (h) Physical Location of Item/Object;
 - (i) Condition of Item/Object; and
 - (j) Percentage of Program Usage of Item/Object.
- 3) Listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Service Provider shall include traffic citations and violations.
- 4) Listing of bank accounts, such as checking, savings, time certificates of deposit, money market accounts, etc., of funds from transportation services including information of activities from which the funds were generated, authorized signatures and current balances.

DSC - TSP

FY- _____ RELEASE OF CLAIMS STATEMENT

CONTRACT: NAME OF VENDOR

PROGRAM NAME: TRANSPORTATION SERVICES PROGRAM

CONTRACT No.: _____

KNOWN ALL MEN BY THESE PRESENTS:

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

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

WITNESS:

PRINT NAME

CONTRACTOR

SIGNATURE

BY: _____

TITLE: _____

CERTIFICATE

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

NAME AND SIGNATURE

DATE: _____

1957-110

SECTION I. Elderly Clients

B. General Characteristics of Elderly Clients Receiving Registered Services and Those Receiving Cluster 2 Registered Services

State ID: _____ Fiscal Year: _____

___ Total Registered Clients (Cluster 1 and Cluster 2) ___ Congregate Meals ___ Nutrition Counseling ___ Assisted Transportation

Clients Receiving Registered Services*					
	Total*	With Income Below Poverty	Age of Client 60-74	Age of Client 75-84	Age of Client 85+
Total Clients					
Total with Age Reported					
Age Missing					
Female					
Male					
Gender Missing					
Rural Clients					
Rural Missing					
Poverty Missing					
Live Alone					
Live Alone Missing					
Clients By Ethnicity					
Hispanic or Latino					
Not Hispanic or Latino					
Ethnicity Missing					
Clients By Race or Ethnicity					
White (Alone) ** - Non-Hispanic					
Total Minorities ***					
White (Alone) - Hispanic					
American Indian or Alaska Native (Alone)					
Asian (Alone)					
Black or African American (Alone)					
Native Hawaiian or Other Pacific Islander (Alone)					
Persons Reporting Some Other Race					
Persons Reporting 2 or More Races					
Race Missing					

Note: States are not required to report Unduplicated Client Counts By Characteristic for Unregistered Services. States are required to report unduplicated client counts by characteristic for all registered services. Registered services include: Personal Care, Homemaker, Chore, Home Delivered Meals, Adult Day Care/Health, Case Management, Assisted Transportation, Congregate Meals, and Nutrition Counseling.

* Total clients include OAA specified eligible meal participants under age 60.

** (Alone) - when appended to a racial category - means that the individual designated only one race category.

*** For this and subsequent tables, Total Minorities will be calculated by AoA sponsored State Reporting Tool software - will exclude White (alone) - Non-Hispanic and race/ethnicity missing.

APPENDICES ADDITIONAL INFORMATION

- Appendix C-1 Introduction to Aging Program Services
- Appendix C-2 Division of Senior Citizens (DSC)/Bureau of Program Administration and Development (BPAD) – Organizational Chart
- Appendix C-3 Division of Senior Citizens (DSC)/Bureau of Program Administration and Development (BPAD) – Program Assignment Organizational Chart
- Appendix C-4 Aging and Disability Resource Center (ADRC) Flow Chart – Consumer
- Appendix C-5 Aging and Disability Resource Center (ADRC) Flow Chart – Service Provider
- Appendix C-6 Monthly Reporting Timelines
- Appendix C-7 Do’s and Don’ts as to Reports, Invoices, and Payments

ATTACHMENT C - AGING PROGRAM SERVICES

Through funding from the ACL, Administration on Aging, as authorized through the Older Americans Act of 1965, as amended, the Guam SOA provides the following services, either directly or through contract:

A) Title III-B Supportive Services

Services include three Adult Day Care Centers, Case Management Services, In-Home Services, Legal Assistance Services, 12 Senior Citizens Centers, and Fixed and Non-Fixed Transportation Services. These services comprise a component of the formal support system for older individuals to assist them in maintaining their independence, dignity and quality of life. Additionally, these services protect their fundamental rights and distinct privileges as older individuals residing on Guam.

1) Adult Day Care (ADC)

The three ADC Centers provides a respite type program for older adults who are unable to function at home without supportive services and who do not need 24 hour care. Activities are individualized and consider the education, social, therapeutic, spiritual, and recreational needs of the older individual. Of the three (3) facilities authorized as ADC Centers, one (1) located in Dededo specifically serves clients with confirmed cases of dementia (ADC: Dementia Center), the other located in Barrigada serves all other eligible clients (ADC), and the third center located in Inarajan serves both clients with and without dementia, providing care to a combined approximate total of 94 clients at any given time of the day.

2) Case Management Services (CMS)

The CMS program provides services to elderly individuals in a systematic process of assessment and reassessment, planning, service and care coordination, referral, and monitoring whereby multiple service needs of clients are met with available resources, and unmet needs identified. The CMS program serves as the point of entry for the Adult Day Care, In-Home Services and Elderly Nutrition (Home-Delivered Meals) programs. Other services provided include, but is not limited to providing information and referral, assistance in applying for public assistance (housing, welfare, Medicaid, MIP, legal services, etc.), assisted transportation, money management, and picking up medications. The provision of CMS services is performed through traditional casework practices with the client and caseworker developing a person-centered Individualized Care Plan (ICP) that reflects the needs and desires of the client. The client is provided options for long-term services and supports (LTSS) and it is the client who decides which if any of the LTSS is going to be accessed or a referral is made for services. Further, the staff of this program collaborate with local health facilities (i.e. hospital) to transition clients back to their homes or in some cases from their participation at one of the 12 Senior Citizens Centers to one of the three Adult Day Care Centers. The Guam SOA is working on contracting the development of the web-based information and management system that establishes communication among participating agencies in order to increase access of seniors age 50 and older and adults 18 and older with disabilities to information and linkages to long-term services and supports.

3) In-Home Services (IHS)

The IHS program provides assistance to frail individuals who are without a caretaker and are at risk of institutionalization due to limitations on their ability to function independently, as well as to frail individuals who have a caretaker, but who may need additional assistance with personal care and chore services at home. This program is an essential part of the overall support that caregivers may need to keep their senior family member at home and to prevent premature institutionalization, abuse and off-island placements.

4) Legal Assistance Services (LAS)

Legal Assistance Services provides legal advice and representation by an attorney to older individuals with economic or social needs and includes to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney; and counseling or representation by a non-lawyer where permitted by law to approximately 300 eligible older individuals.

5) Senior Center Operations (SCO)

The SCO program provides services designed to enable older individuals attain and maintain physical and mental well-being by addressing their physical, social, psychological, economic, educational, and recreational and health needs. SCO services are available to individuals age 60 years or older and their spouse below age 60, provided the spouse is accompanying the participating senior. The Centers offers participants a broad spectrum of services and activities, which at a minimum, include information and assistance, disease prevention and health promotion activities, health and wellness programs, recreational opportunities, arts programs, volunteer opportunities, educational opportunities, multi-generational activities, social and community interaction opportunities, activities to support annual Senior Citizens' Month Celebrations, and other special activities and services. The 12 Senior Centers are located in the villages of Agana Heights, Agat, Astumbo, Dededo, Inarajan, Mangilao, Merizo, Santa Rita, Sinajana, Tamuning, Yigo, and Yona/Talofof.

6) Transportation Services Program (TSP)

The TSP provides transportation services to older persons who are unable to operate a vehicle or have no mode of transportation to enable them to gain mobility and independence in accessing essential services. Persons who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, are given priority in the delivery of transportation services. Services may also be available to a non-senior spouse or escort accompanying the older participating individual. Vehicles used to transport older individuals who have a disability are in compliance with the requirements of the Americans with Disabilities Act. The TSP consists of two (2) service components:

Transportation (General). This is a door-to-door service that provides transportation for the senior from their home to one of the 12 Senior Citizens' Centers and three (3) Adult Day Care Centers, with a return trip home upon conclusion of the day's activities. This service applies to all adults, age 60 years and older and their accompanying spouse. Many of these persons would be homebound with no means of transportation without this service.

Assisted Transportation. The Assisted Transportation service provides assistance, including escort, to a senior who has difficulties (physical or cognitive) using regular vehicle transportation. This service provides transportation from their homes to specifically requested medical services such as: doctor's appointments, lab tests, therapy, pick up of prescriptions, dental appointments, and access to medical-related services (i.e., Medicare, Medicaid).

B) Title III-C Nutrition Services

This program ensures the provision of a hot, nutritious meal that meets a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. The meal service provided is lunch and the Guam SOA has designed the nutrition services contract to provide additional meal service, such as breakfast or dinner, should additional local funds be appropriated.

1) Elderly Nutrition Program (ENP) – Congregate Meals (C1). ENP C1 services are provided to individuals age 60 years or older and their spouse, regardless of age, if accompanying the senior, in a congregate setting Monday through Friday, except on Federal and local holidays. The Government reserves the option of providing meals to volunteers working at the Centers and to individuals who have a disability whom otherwise meet Federal and local criteria. There are 15 congregate sites which include the 12 Senior Citizens Centers and the three Adult Day Care Centers.

2) Elderly Nutrition Program (ENP) – Home-Delivered Meals (C2). The ENP C2 provides nutrition services to individuals age sixty (60) years or older who are home-bound and have difficulty performing at least two Activities of Daily Living and their spouse who serves as a primary caregiver regardless of age, in a home setting Monday through Sunday, except on the 10 recognized holidays as determined by the contracted vendor. If a senior accesses this service to its maximum service level, the senior could avail themselves of 355 meals in a fiscal year.

C) Title III-D Preventive Health

The Guam SOA provides Preventive Health services and information at the Senior Citizens Centers and Adult Day Care Centers. The objectives are to provide older individuals with opportunities for increased life expectancy and improved health and quality of life, and to enhance access to public and private programs that promote physical and mental well-being (Senior Outreach); to establish collaborative partnerships with public and private programs, agencies and organizations in the area of preventive health (Collaboration and Partnership); and to provide technical assistance in the establishment of government policies and programs that promote healthy aging and disease prevention, and that ensure access to quality health and long-term care (Systems and Policy). The Guam SOA shall, to the fullest extent possible, assure collaboration with and utilization of preventive health services provided by other departmental programs, public agencies, and community organizations.

Further, in FY 2015 the Guam SOA will be submitting to the DPHSS Director for his submission to the Association of State and Territorial Health Officials (ASTHO) the evidence-based work that has been and continues to be contractually performed by the University of Guam -

Cooperative Extension Program at the Senior Citizens and Adult Day Care Centers. The evidence-based project is from the National Council on Aging's *"Healthy Eating for Successful Living in Older Adults"*.

D) Title III-E National Family Caregiver Support Program (NFCSP)

Provides support services to families and older individuals that are relative caregivers caring for their frail elderly family members and to grandparents or older individuals who are relative caregivers of children who are 18 and under or adults with disability. The NFCSP provides the five basic services required by the Older Americans Act, as amended in 2006, as follows: information to caregivers about available services; assistance to caregivers in gaining access to supportive services; individual counseling, organization of support groups, and caregiver training to caregivers to assist the caregivers in making decisions and solving problems relating to their care giving roles; respite care to enable caregivers to be temporarily relieved from their care giving responsibilities; and supplemental services, on a limited basis, to complement the care provided by caregivers. The Guam SOA will be submitting to the DPHSS Director for his submission to ASTHO the body of work on caregiver training for para-professionals (paid caregivers) and the unpaid family caregivers. The caregiver training is being led by the tri-agency partners, which includes the Guam Community College's Allied Health, the Health Services of the Pacific, and the Guam SOA.

E) Title VII - Elder Rights

1) Elder Abuse Prevention

100% Federal funding provides resources for off-island training of staff, outreach and educational activities, and cost-sharing for administrative supplies, materials, and equipment in support of the locally funded Bureau of Adult Protective Services.

2) Long Term Care Ombudsman (LTCO) Program

Services provided by the LTCO protect the health, safety, welfare and rights of elderly residents of long-term care and assisted living facilities by identifying, investigating and resolving complaints made by and on behalf of them. Currently, Guam does not have an assisted living facility; however, a task force has been convened to develop and establish an assisted living facility on Guam. A Social Worker III within the Bureau of Adult Protective Services is designated as Guam's State Long-Term Care Ombudsman, and conducts regular visits to facilities such as St. Dominic's Senior Care Home, Guam Memorial Hospital Skilled Nursing Unit (SNU) and the three Adult Day Care (ADC) Centers. This position is funded 40% Federal and 60% local. The Ombudsman also serves as a facilitator during monthly Resident Council meetings at the SNU and St. Dominic's Senior Care Home, as well as conducts scheduled presentations to disseminate information about program services to residents, family members, caregivers and employees.

The Guam SOA administers the following locally funded aging programs:

F) Adult Protective Services (APS)

The program is mandated by P.L. 19-54 as amended by P.L. 21-33 and P.L. 31-278, to provide protective services to elderly persons, age 60 years and above and adults who have a disability, age 18 and above who have been abused, neglected and/or exploited.

Services to the elderly and adults who have a disability are provided in a manner least restrictive to the dignity of the alleged victim and in consideration of the values and practices of their culture. Reports of alleged abuse are received and investigations and initial assessments are provided while a 24-hour Emergency Receiving Home and 24-hour Crisis Intervention Hotline Service are closely coordinated and maintained. Initiation, development and technical support for community and family services are also offered to include training for public awareness and education.

1) Emergency Receiving Home (ERH) Program

A component of the local Adult Protective Services (APS) Program, the Emergency Receiving Home (ERH) Program/Crisis Intervention Hotline is a contracted service which provides protective services seven days a week, 24-hours a day, ensuring that elderly and adults with disabilities who are victims of abuse have access to APS at all times. The availability of the ERH has proven essential to the community, ensuring the safety and protection of victims of serious abuse and neglect, in an emergency. The shelter affords victims the opportunity to escape their abusive situation, a 'safe haven', until other living arrangements can be made. Further, the ERH will be called the "Guma Serenidad" (Home of Serenity) effective December 1, 2015 when the new contract is in place.

G) Senior Citizens Month (SCM)

Senior Citizens Month is a time honored tradition to recognize the accomplishments, achievements and contributions our island's senior citizens have made and continue to make that shape our island's economy, lifestyle, and value system. Since the enactment of Public Law 17-35 in 1983, our island community has proclaimed May as Senior Citizens Month.

The aging network, in collaboration with several governmental agencies and non-profit and for profit organizations, provides a number of activities in celebration of the month. Traditionally, annual festivities include the Proclamation Signing, Guam Conference on Aging, Legislative Reception, Guam SMP/SHIP Volunteer Appreciation Activity, Frail Elderly Mass, May Crowning, and a Centenarian Celebration. In 2013, seniors were sponsored to attend the annual Micronesia Island Fair to enjoy local music, cuisine, and arts and crafts. In 2014, two new events were introduced, a Memory Wave to promote awareness of the impact of Alzheimer's disease on the island's senior population and the "Biba Manamko" Drive to invite the community to donate items, such as sundry and cleaning supplies, to be used by the clients of the Adult Day Care Centers or the National Family Caregiver Support Program. In 2015, through the sponsorship of the GovGuam Association of Retired Persons, a Senior Talent Show and Competition was held to showcase and feature talent of Senior Center participants in singing, dancing, and story-telling. The growing community involvement with non-profits, for profits, governmental agencies, and giving individuals have contributed to the successful month-long celebration of Senior Citizens Month.

The Guam SOA administers the following federally funded Medicare based programs:

H) Guam State Health Insurance Assistance Program (Guam SHIP)

Funded in part by the Administration for Community Living, Guam's SOA, has been administering the Guam State Health Insurance Assistance Program, locally recognized as the Guam Medicare Assistance Program (Guam MAP), since 2004. The Bureau of Community Support (BCS) program staff, partners and a cadre of volunteers assists Medicare beneficiaries who need information, counseling, and enrollment assistance beyond what they are able to receive on their own through 1-800-MEDICARE and www.medicare.gov. Staff, partners and volunteers are trained to provide accurate and objective information to help beneficiaries understand and utilize their Medicare benefits through personalized counseling, education, and outreach to assist Medicare beneficiaries make informed health care decisions.

Guam SOA uses grant funding to pursue four (4) SHIP program objectives: One-on-One Counseling, Outreach, Quality Assurance, and Collaboration with ACL.

I) Guam Senior Medicare Patrol Project (Guam SMP)

In 2005, Guam SOA received a one year demonstration grant award from the Administration on Aging (AoA) to administer the Guam Senior Medicare Patrol (SMP) Project. Thereafter, Guam SOA has received funding through a continuous application process. The goal of Guam SMP is to continue expanding Project outreach and education activities to empower Medicare/Medicaid beneficiaries, family members, caregivers and other consumers, to protect themselves against Medicare/Medicaid error, fraud and abuse and know where to report it. In collaboration with Guam MAP, Guam SMP develops, plans and implements various activities to meet its Project objectives.

The Guam SOA is developing the following program or initiative:

J) Aging and Disabilities Resource Center (ADRC)

The Guam ADRC Project, established in 2005, was a project 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 (DISID).

The project goals were to:

1. Decrease the amount of time between referral and intake;
2. Increase diversions from institutional settings;
3. Increase awareness about Medicare/Medicaid benefits (including Part D coverage); and
4. Decrease rates of hospital readmissions within 30 days of discharge.

A primary component of the Guam ADRC Project is the development of a virtual or web-based consumer information and management system that establishes electronic communication among participating agencies in order to increase access of seniors (defined as individuals age 60 or older) and adults (defined as individuals aged 18 or older) with disabilities to information and linkages to long-term supports and services. As of this writing, through emergency procurement, Guam GetCare can be accessed through www.guamgetcare.com. The Guam GetCare System:

1. Provides an avenue to obtain information on existing programs for senior citizens and persons with disabilities;
2. Allows registered consumers access to their personal profile;
3. Provides service providers and vendors with tools for collecting and inputting consumer data; and
4. Eventually will allow service providers and vendors a means to make electronic referrals.

To fortify the aging network's commitment to integrate and utilize the Guam GetCare system, the Guam State Office on Aging entered into a Memorandum of Understanding (MOU) with DISID in 2007.

The goals of Guam GetCare are to:

1. 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.
2. Develop a one-stop resource linking seniors and adults with disabilities to services.
3. Help consumers have more control over decisions regarding the service they receive.
4. Allow professionals to spend more time focusing on consumers and less time searching for information or filling out paperwork.
5. Use technology to improve the access to, and delivery of, services for seniors and adults with disabilities.
6. 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.

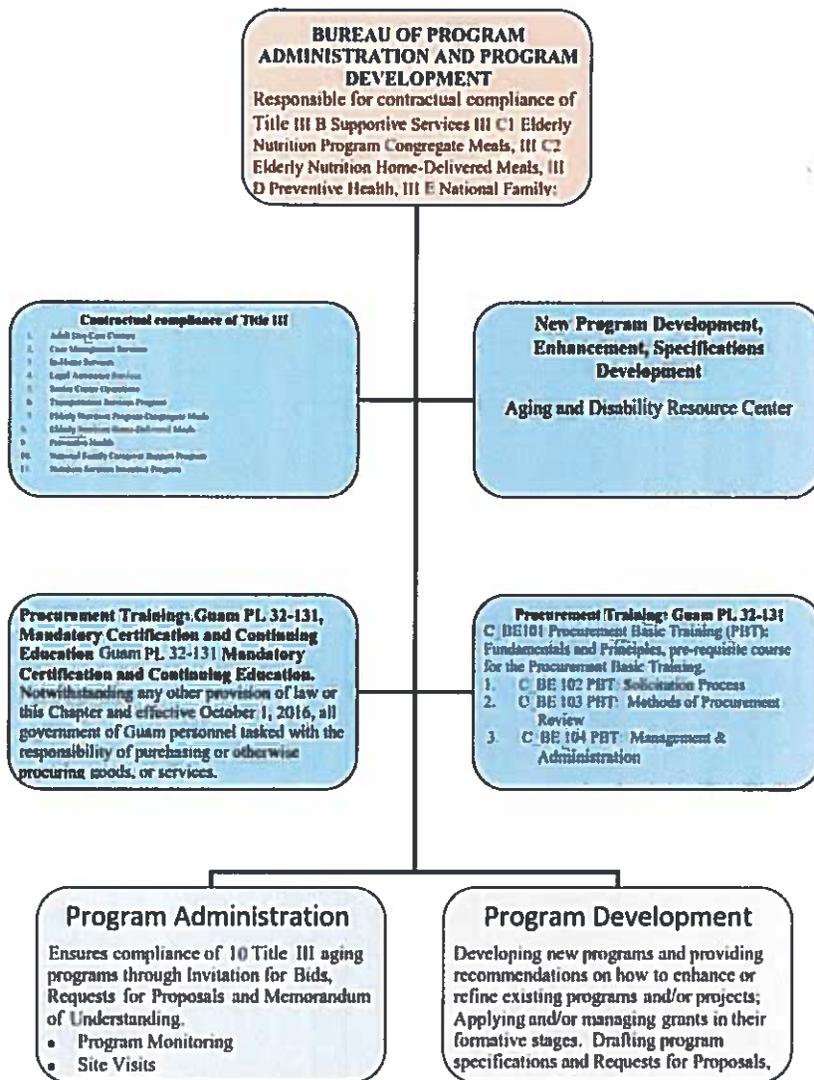
As of this writing, the service providers and vendors of aging programs utilize the web-based tool, a feature of the Aging and Disability Resource Center System for Information and Referral, Intake, Consumer Assessment, Enrollment and/or Case Management to better assist clients navigate through the myriad of services. The system is also used by aging program providers to submit their Units of Services; to report data on clients receiving aging services. Further, the system is used to generate the National Aging Program Information System (NAPIS) report, provides a resource directory for consumers on Guam to access services and supports and provides a community calendar.

As Federal funds were not available on October 1, 2014, the ADRC is funded using local funds and the Guam SOA has assumed responsibility for the continued implementation of the ADRC.

K) Macheche Senior Citizen Center

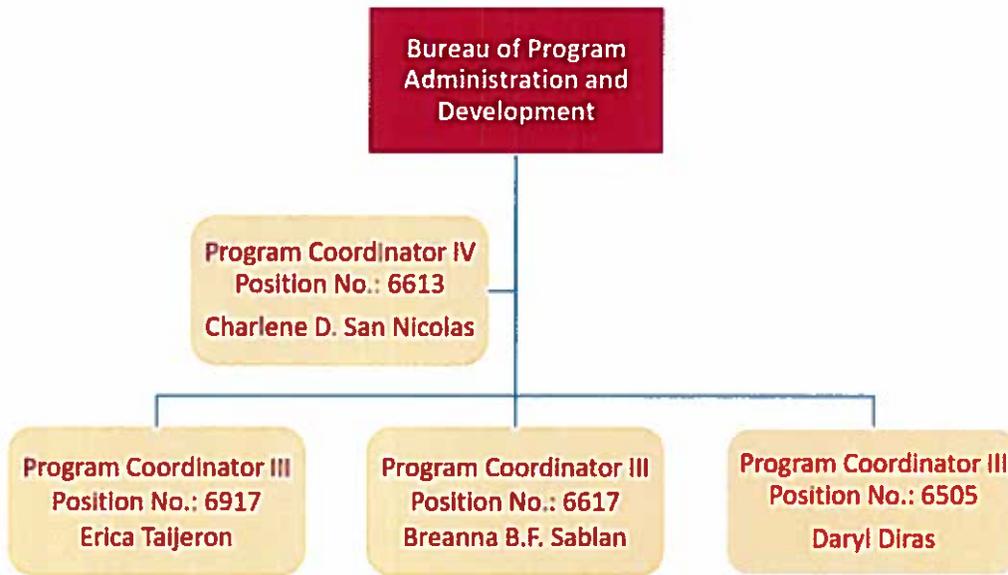
On June 13, 2015, Public Law 33-53 lapsed into law to expand the Department of Public Health and Social Services (DPHSS) Division of Senior Citizens provision of Senior Citizen Center services through the operation of a new Macheche Senior Citizen Center by authorizing the transfer of fifty thousand nine hundred dollars (\$50,900) from the Executive Branch appropriations contained in the FY 2015 Budget Act, and to authorize DPHSS to enter into a Memorandum of Understanding with the Ilocano Association of Guam for the operation of the Senior Center.

Bureau of Program Administration and Development
 DIVISION OF SENIOR CITIZENS
 DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
 Functional Charts- FY 2019 (as of 06.13.19)



Note: Case Management Services and Legal Assistance Services Programs assigned to other Bureaus within the Division

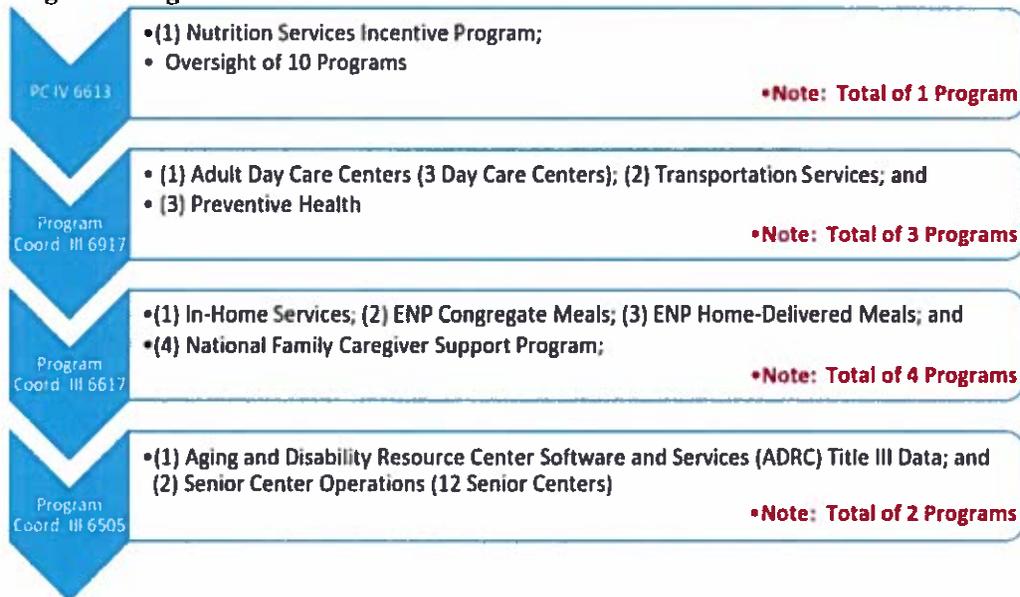
**Bureau of Program Administration and Development- Division of Senior Citizens, DPHSS
Current Program Assignment as of 06.13.19**



FY 19 Recruitment in Progress- Routed

1. Program Coordinator IV Position No.: 6912 Vacant (Vice: JMMA) 03/09/18
2. Program Coordinator III Position No.: 6201 Vacant (Vice: AS) 04/20/18

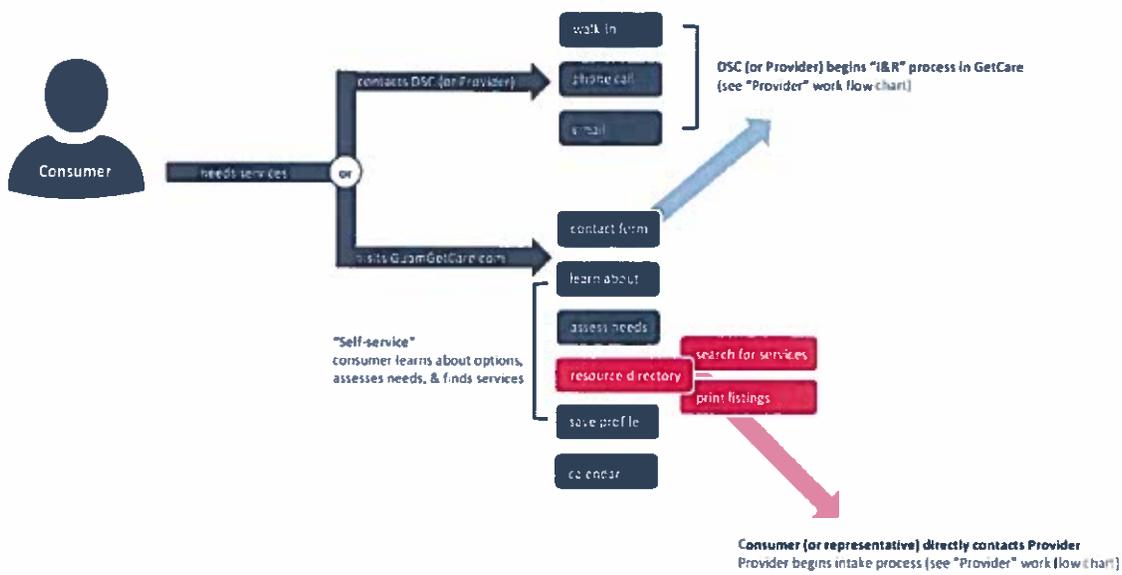
Program Assignments as of 06.13.19



Note: Case Management Services and Legal Assistance Services re-assigned to other Bureau's within the Division.

Appendix C-4 Aging and Disability Resource Center (ADRC) Flow Chart – Consumer

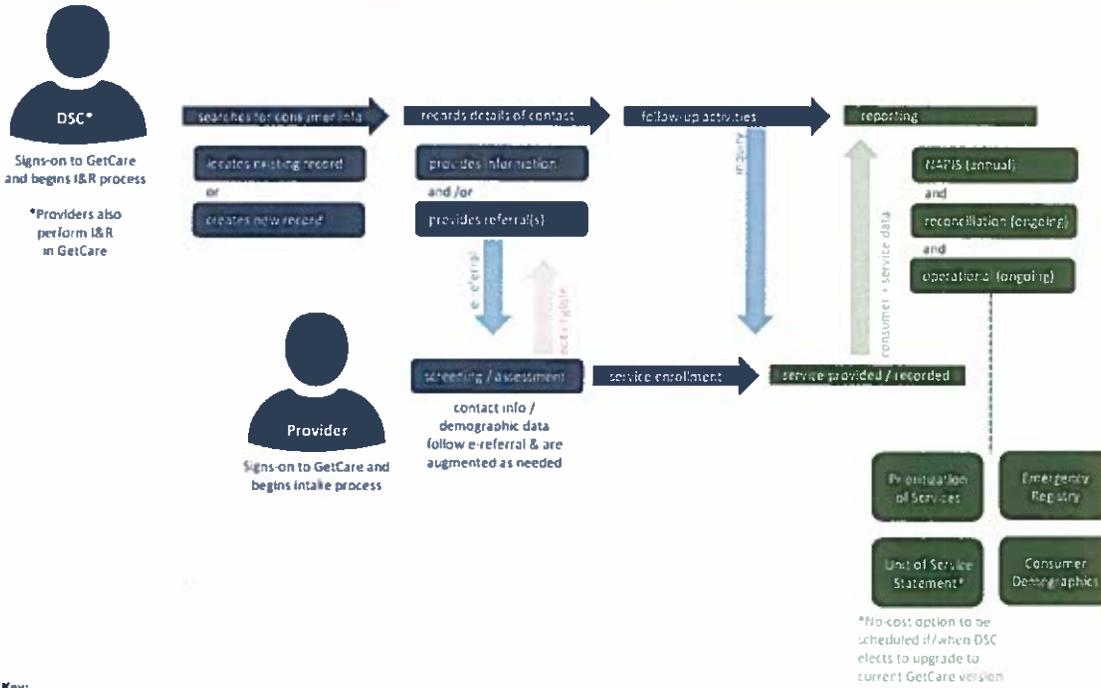
Consumer interaction with Guam GetCare information system



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.

Appendix C-5 Aging and Disability Resource Center (ADRC) Flow Chart – Service Provider

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.

Appendix C-6 Monthly Reporting Timelines

Monthly Reporting Timelines

For Illustration Purpose using the Sample Timeline below, Monthly Program Reports are due as follows:

Reporting Month	Due Date
October 2019	Thursday, November 14, 2019
November 2019	Friday, December 13, 2019
December 2019	Wednesday, January 15, 2020
January 2020	Friday, February 14, 2020
February 2020	Friday, March 13, 2020
March 2020	Tuesday, April 14, 2020

April 2020	Thursday, May 14, 2020
May 2020	Friday, June 12, 2020
June 2020	Wednesday, July 15, 2020
July 2020	Friday, August 14, 2020
August 2020	Tuesday, September 15, 2020
September 2020	Wednesday, October 7, 2020

Appendix C-7 Do's and Don'ts as to Reports, Invoices, and Payments

Do's:

1. Program Reporting Requirements. Certify the following to be true and correct:
We certify and attest that program reporting requirements, as contractually required, have been met and we are submitting our Monthly Program Report and Invoice.
 - 1.1. I am providing DPHSS, DSC in a timely manner, with complete and accurate financial, statistical and other pertinent informational reports as required.
 - 1.2. I have reviewed all fiscal documents and have determined the information to be accurately and properly reported.
 - 1.3. I have reviewed the invoice for this reporting month and we have determined that expenditures are in line with the program budget for the Fiscal Year.
 - 1.4. I have reviewed the statistical information for this reporting month and we have taken steps to address any and all areas requiring action and have determined the data provided on this report to be accurate and complete.
 - 1.5. I have reviewed the narrative portions for this reporting month and we have taken steps needed to address any and all areas requiring action on our part, as appropriate and necessary.
2. Ensure all Program Reporting Requirements are complete, accurate, and received by the DPHSS, DSC in the format provided and are required to include:
3. Ensure Monthly Program Reports are submitted as follows:

	Name of Document
1.	Transmittal Page (signed by Executive or Program Director and Program Manager)
2.	Invoice No.: _____ Amount: _____
3.	Expenditure Report by Object Class and Sub-Categories
4.	Expenditure Report of Personnel Costs
5.	Accounts Receivable Activity Report
6.	Program Income Report
7.	Program Income Expenditure Report
8.	Monthly Statistical Report
9.	Monthly Program Summary
10.	Client Listing

- 3.1. **Within 10 Days.** The Monthly Program Reports are due no later than 3:00 p.m. ten (10) working days after the end of each reporting month, with the exception of the end of the Fiscal Year (September) or end of contract (expiration, termination, or cancellation) reports.
- 3.2. **Within 5 Days.** The end of Fiscal Year (September) or end of contract (expiration, termination, or cancellation) reports are due, no later than 3:00 p.m. five (5) working days at the end of the month being reported on, or the date the contract ends. In the event the contract ends during a month, please note it is five (5) working days, from the date the contract ends, i.e. pro-rata.
- 3.3. The September Reports or for the month being reported on in which the contract expires and is either being renewed or awarded to the same Vendor shall also include Release of Claims Statement and listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Bidder shall include traffic citations and violations.

Timely submission of Monthly Program Reports is required because DPHSS has reporting requirements it needs to meet as well.

Don'ts:

1. Submit incomplete, inaccurate, or late financial, statistical, and other required program information which may result in Administrative Program Performance.
2. Submit late Monthly Program Reports (any part) which may result in a reduction to the Bidder's Monthly Program Invoice (MPI) in the amount of \$1,000.00.

