



**DEPARTMENT OF PUBLIC HEALTH AND  
SOCIAL SERVICES  
REQUEST FOR PROPOSAL  
State Medicaid Health Information  
Technology  
(HIT) Plan – SMHP**

**Proposal No.: RFP/DPHSS – 2012-001**

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# **DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES REQUEST FOR PROPOSALS**

## **GENERAL INFORMATION**

Many States and Territories have been moving toward interoperable health care technology and health information exchange. The American Recovery and Reinvestment Act of 2009 (Recovery Act) health information technology (HIT) provisions afford States/Territories and their Medicaid providers with a unique opportunity to leverage these existing efforts to achieve the vision of interoperable information technology for health care. State/Territory Medicaid agencies play a critically important role in fulfilling that vision.

Section 4201 of the American Recovery and Reinvestment Act (ARRA) provides funding support for certified electronic health records (EHRs) through Medicaid adoption and implementation payments. This Request for Proposals, hereafter referred to as the RFP, is requesting offers from responsible vendors to assist the Department of Public Health and Social Services (DPHSS) in the creation of Guam State Medicaid HIT (Health Information Technology) Plan (SMHP) that is consistent with, and complements, the territory's overall HIT plan. The SMHP will serve as the strategic plan to enable DPHSS to achieve its future vision for Medicaid by moving from the current HIT landscape to the desired HIT landscape over the next five years. The federal Centers for Medicare and Medicaid Services (CMS) and DPHSS will provide oversight of the Guam SMHP as directed in ARRA.

## **SCOPE OF WORK**

### **Overview**

The SMHP will provide DPHSS and CMS with a common understanding of the activities the department will be engaged in over the next five (5) years relative to implementing Section 4201 Medicaid provisions of ARRA.

The SMHP should be integrated with the Territory-wide plan for HIT developed under section 3013 of the Public Health Service Act and under the direction of the designated State or Territory entity. We expect that the SMHP will contain at least four components: a current landscape assessment, a vision of the Territory's HIT future, specific actions necessary to implement the incentive payments program, and a HIT road map. In addition, the plans should contain any other information the department may decide will be useful in communicating with CMS how it plans to implement the section 4201 provisions (e.g., HIT point of contact, whether in the State Medicaid agency or elsewhere). This deliverable will be the "plan" to determine how the incentive payments will be administered. The SMHP would be reviewed and approved by our Centers for Medicare and Medicaid Services (CMS) regional and central offices and the Office of the National Coordinator for HIT to ensure a coordinated strategy for planning activities and prior to any activities described in the SMHP actually being implemented.

## Objectives of the RFP

The objective of this project is to develop the Guam SMHP that will include the implementation plan for the electronic health record (EHR) incentive program and the territory's oversight of EHR incentive payments made to eligible Medicaid providers. Planning activities include, but are not limited to, an assessment of DPHSS' current HIT landscape; development of a vision for future HIT activities through 2014; identification of specific actions necessary to implement the provider incentive program; and identification of specific actions necessary to reach future goals. Identify specific actions necessary to implement the provider incentive program. Develop a methodology, solution, and budget for the identification of eligible providers, payment mechanism, auditing and tracking payments, and monitoring compliance with the meaningful use of electronic health records.

## Contractor Responsibilities

The Contractor will be required to perform the following functions. The Contractor must submit a detailed proposal and work plan to be approved by DPHSS. The expected deliverables for this project are:

Deliverable	Date
Project Management Plan	20 days after contract award
Weekly and Monthly Status Reports	Weekly-20 days after contract award, Monthly-3rd business day after end of the month
Provider Survey (EHR) report	To be determined based on approved project schedule date
"As-Is" environment report	To be determined based on approved project schedule date
To-Be" environment report (Vision of the Guam Medicaid HIT)	To be determined based on approved project schedule date
(SMHP) State Medicaid HIT plan	To be determined based on approved project schedule date
IAPD	To be determined based on approved project schedule date

## Other Contractor Responsibilities

1. The Contractor shall provide personnel onsite during periods mutually agreed to with the DPHSS HIT Project Manager to assure an on-time, on-budget completion of the project. The Contractor's staff shall be available after hours on an as-needed basis.
2. The Contractor shall assist DPHSS in evaluating feedback from stakeholders and recommend needed actions that will allow DPHSS to implement the SMHP and EHR incentive program. The Contractor will be expected to participate in the identification and resolution of stakeholder concerns.
3. The Contractor shall propose and present a method administering the Medicaid EHR incentive program.

4. The Contractor shall review and modify as necessary the APD for submission to the federal agencies and assist DPHSS in securing approval for any modifications and updates. The Contractor is responsible for ensuring that DPHSS fully complies with all pertinent Federal regulations by making sure all updates are submitted to CMS in a timely manner

**Project Status Reports**

1. The Contractor will provide a written report to the DPHSS HIT Project Manager on a monthly basis and will provide written status reports to the DPHSS HIT staff at least weekly. All reports must be provided in hard copy and electronic file.
2. The Contractor will meet with the DPHSS Managers as needed. The purpose of these meetings will be to provide the DPHSS Managers with a verbal and written assessment of the project status and make recommendations on any corrective action to keep the project on schedule.
3. The Contractor shall provide the DPHSS HIT Project Manager with a summary report promptly upon the following circumstances: (a) any and all significant or serious deficiencies, risks or concerns; or (b) any other circumstances which have or if not remedied will likely have a significant or serious negative impact on the Project.

**Procurement Timetable**

The following timetable is the estimated and anticipated timetable for the RFP and procurement process.

Release RFP	November 21, 2011
Deadline for Letter of Intent and Written Questions	December 14, 2011
Response to Questions	December 19, 2011
Proposal Deadline	January 6, 2012
Evaluation of Technical Proposal	January 9 <sup>th</sup> – 13 <sup>th</sup> , 2012
Evaluation of Business Proposal	January 16 <sup>th</sup> – 20 <sup>th</sup> , 2012
Executive Approval and Award of Contract	January 23 <sup>rd</sup> – 31 <sup>st</sup> , 2012
Submit Procurement Package to GSA	February 6, 2012
Contracts Signed and Notarized	February 13, 2012
Anticipated Contract Period	February 29, 2012

DPHSS reserves the right to amend the timetable in the best interest of the department. Potential Offerors who have submitted letters of intent will be notified of any changes to this timetable.

**PROPOSAL SPECIFICATIONS:**

**A. Mandatory Letter of Intent**

The Offerors are required to submit a Letter of Intent to bid. This letter will be due by 4:00 p.m. Guam time, December 14, 2011 and should be sent to:

Janet B. Cruz  
Management Analyst IV  
Department of Public Health & Social Services/Bureau of Health Care Financing  
123 Chalan Kareta  
Mangilao, Guam 96913-6304  
Email: janet.cruz@dphss.guam.gov

**B. Procedure for Submitting Questions**

Questions shall be submitted in writing. Written answers will be available not later than 5:00 PM Guam time and no later than December 19, 2011. Questions should be sent to:

Janet B. Cruz  
Management Analyst IV  
Department of Public Health & Social Services/Bureau of Health Care Financing  
123 Chalan Kareta  
Mangilao, Guam 96913-6304  
Email: janet.cruz@dphss.guam.gov

**C. Proposal Submission Requirements**

All proposals and specifications shall be in writing in order to determine its validity prior to entering negotiations with tabs delineating each section. Proposals must be submitted in two parts: Technical Proposal and Business Proposal.

Items to be included under each of these headings are identified in the paragraphs below. Each section within the Technical Proposal should include all items listed in the paragraphs below. The evaluation of proposals will be done on a section-by-section basis. A format that easily follows the requirements and order of the RFP should be used. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

**1. Technical Proposal**

The Technical Proposal must include the following sections:

**1.1 Transmittal Letter**

The Transmittal Letter shall be in the form of a standard business letter on letterhead of the proposing company and shall be signed by an individual authorized to legally bind the Offeror. It shall be included in each Technical

Proposal. The letter should identify all material and enclosures being submitted in response to the RFP. The transmittal letter shall include:

- A statement indicating that the Offeror is a corporation or other legal entity;
- A statement that the Contractor agrees that any lost or reduced federal matching money resulting from unacceptable performance of a contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in state payments to the Contractor;
- A statement identifying the Offeror's Federal tax identification number;
- A statement of Affirmative Action, that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability;
- A statement that the Offeror has read, understands and agrees to all provisions of this RFP without reservation;
- Certification that the Offeror's offer will be firm and binding;
- A statement naming any outside firms responsible for writing the proposal;
- All proposals submitted by corporations must contain certifications that the corporate official signing the corporate proposal has the full authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal; and,
- If the proposal deviates from the detailed specifications and requirements of the RFP, the transmittal letter must identify and explain these deviations. DPHSS reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

## 1.2 Executive Summary

The Executive Summary shall condense and highlight the contents of the Technical Proposal in such a way as to provide a broad understanding of the entire proposal. The Executive Summary shall include a summary of the proposed technical approach, the staffing structure, and the task schedule, including a brief overview of proposed work plan, staff organizational structure, key personnel, and brief discussion of the Offeror's understanding of the Guam environment and the Medicaid program requirements.

## 1.3 Corporate Background and Experience

This shall include detailed background of the Offeror's company, its size and resources, details of corporate experience relevant to the proposed contract, financial statements, and a list of all current or recent Medicaid or related projects.

#### 1.4 Project Organization and Staffing

The Project Organization and Staffing section shall include project team organization, charts of proposed personnel and positions, estimates of the staff-hours by major task(s) to be provided by proposed positions, and if known, résumés of all management and key professional personnel as required in this RFP. The anticipated roles of personnel during all phases of the contract should be discussed. All proposed key technical team leaders, including definitions of their responsibilities during each phase of the contract, should be included.

#### 1.5 Methodology

The Methodology Section should describe the Contractor's approach to providing the services described in the RFP scope of work. This section should contain a comprehensive description of the proposed work plan. The narrative descriptions within this section must include the following:

- The description shall encompass the requirements of this RFP as outlined in Scope of Work.
- The proposal must describe the methodology to be followed in sufficient detail to demonstrate the Offeror's direction and understanding of this RFP.
- The proposal should include information about past performance results and a plan for evaluating the proposed project.

#### 1.6 Project Management and Control

The Project Management and Control Section shall include details of the methodology to be used in management and control of the project, project activities, and progress reports.

#### 1.7 Work Plan and Schedule

The Work Plan and Schedule must include a detailed work plan broken down by tasks and subtasks and a schedule for the performance of each task included in each phase of the contract. The schedule should allow fifteen (15) working days for DPHSS approval of each submission or re-submission of each deliverable. The work plan to be proposed should include all responsibilities, milestones, and deliverables outlined in this RFP.

## 2. Business/Cost Proposal

### 2.1 General

The Business Proposal shall be submitted on the second phase of the evaluation process upon notification by DPHSS to submit a cost proposal.

All Offerors must certify in the transmittal letter that their offer shall be binding following the proposal due date. Offerors must propose a firm fixed price for each of the requirements.

2.2 BID Modification in the event of federal and/or territory law, regulation or policy.

In the event any change occurs in federal law, federal regulations, territory law, regulations, policies, or Guam Medicaid plan coverage, and DPHSS determines that these changes impact materially on proposal pricing, DPHSS reserves the right to require the Offerors to amend their proposals. The failure of an Offeror to negotiate these required changes will exclude such Offeror from further consideration for contract award.

2.3 Proposal Content

The Business Proposal shall include only the following:

- A detailed worksheet by line item of all costs as it pertains to the Contractor Responsibilities and Deliverables.
- Each pricing schedule must be signed and dated by an authorized corporate official.
- All proposals submitted by corporations must contain certification that the corporate official signing the corporate proposal has the authority to obligate and bind the corporation to the terms, conditions and provisions of the proposal.
- Proposals received that do not include the above items will be rejected. Proposals that contain any material other than the above will be rejected.

### **PROPRIETY INFORMATION**

All proposals become the property of the Government of Guam. All proposals received by the Director of Department of Public Health and Social Services are public records and will be subject to the public writing laws of the Territory of Guam.

### **CONFIDENTIAL INFORMATION**

Offerors shall provide a statement when applicable, designating those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential.

### **SUBMITTAL OF WRITTEN AND COST PROPOSALS**

Written and cost proposals submitted together shall be in a separate sealed envelope five (5) copies and one (1) original) will be received at the Department of Public Health and Social Services Office located at 123 Chalan Kareta, Mangilao, Guam 96913-6304. Another copy

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of the proposal must be submitted on diskette or CD in Microsoft Word or Adobe Acrobat (PDF) Format.

The Offeror shall indicate in the application, the name, mailing address, and telephone number of the person to be contacted relative to the proposal.

### **SUBMITTING DISCLOSURE AFFIDAVIT**

The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the ease of making these required disclosures, the government is providing sample disclosure forms. They must be completed and included with the proposal. The forms are attached to as Form A, B, C, D,E, and F. Failure to complete and submit the form will automatically disqualify a proposal as being non-responsive, and such proposal will not be evaluated. All disclosure forms submitted by the offeror awarded the contract will be open to public inspection and copying.

### **PROPOSAL AMENDMENTS AND WITHDRAWAL**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request or telegraphic notice for its withdrawal to DPHSS, signed by the Offeror. Proposals may be withdrawn in person by a Vendor or the Vendor's authorized representative, provided that the identification of the representative is verified and receipt of the proposal is signed by the representative.

An Offeror may submit an amended proposal before the due date for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the Transmittal Letter. DPHSS will not merge, collate, or assemble proposal materials.

### **ADDITIONAL INFORMATION**

At any time during the proposal evaluation process, an Offeror's may be required to provide clarification, documentation, data, or any other additional information to supplement its proposal. Failure to provide such additional information by the specified deadline may result in disqualification of the proposal.

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## **NON-RESPONSIVE PROPOSALS**

Any proposal may be construed as non-responsive and ineligible for consideration if the proposal does not comply with the requirements of this RFP.

## **INCURRING COST**

The DPHSS' officers, employees, or authorized agents are not liable for any costs incurred or about to be incurred by an offeror or offerors whether directly or indirectly as a result of the solicitation of this project. All costs incurred in the submission of proposal are those of each offeror and not the responsibility of the government.

## **RESPONSIBILITY OF THE CONTRACTOR**

The Contractor shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Contractor shall, without additional cost to the Government, correct or revise all errors or deficiencies in his/her work identified during the term of this contract.

The Government's review, approval, acceptance of and payment of fees for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or any cause of action arising out of the Contractor's failure to performance of this contract and the contractor shall be and remain liable to the Government for all direct costs which may be incurred by the Government as a result of the Contractor's negligent performance of any of the services performed under this contract.

## **DISCLAIMER**

This solicitation does not commit the Government of Guam to award a contract, to pay costs incurred in the preparation of a response or to procure or contract for any services.

## **LATE PROPOSAL**

Any proposal received by the Director of the Department of Public Health and Social Services after the deadline will not be considered.

## **ACCEPTANCE OF PROPOSAL**

After receipt of the proposals, DPHSS reserves the right to award the contract based on the terms, conditions, and premises of the RFP and the proposal of the selected Contractor without negotiation.

All proposals properly submitted will be accepted by DPHSS. However, DPHSS reserves the right to request necessary amendments from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of DPHSS.

DPHSS also reserves the right to waive minor irregularities in bids providing such action is in the best interest of DPHSS.

Where DPHSS may waive minor irregularities as determined by DPHSS, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

DPHSS reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. DPHSS will award the contract to the Offeror whose offer is responsive to the solicitation and is most advantageous to DPHSS in price, quality, and other factors considered.

DPHSS reserves the right to make the award to an Offeror other than the Offeror bidding the lowest price when it can be demonstrated to the satisfaction of DPHSS, the Governor, the State Personal Service Contract Review Board, and to CMS, if necessary, that award to the low Offeror would not be in the best interest of DPHSS and the State of Guam..

## **REJECTION OF PROPOSALS**

A proposal may be rejected for failure to conform to the rules or the requirements contained in this RFP. Proposals must be responsive to all requirements of the RFP in order to be considered for contract award. DPHSS reserves the right at any time to cancel the RFP, or after the proposals are received to reject any of the submitted proposals determined to be non-responsive. DPHSS further reserves the right to reject any and all proposals received by reason of this request. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
4. An authorized representative of the party does not sign the proposal.
5. The proposal contains false or misleading statements or references.
6. The proposal ultimately fails to meet the announced requirements in some material aspect.
7. The proposal price is clearly unreasonable.
8. The proposal is not responsive, i.e., does not conform in all material respects to the RFP.

9. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the RFP.
10. The Offeror does not comply with the Procedures for Delivery of Proposal as set forth in the RFP.

### **WHEN AND WHERE TO SUBMIT PROPOSALS**

Proposal packages should be sealed and mailed or delivered to the name and address stated below. The committee is not responsible for any delivery costs or postage dues. Proposals will not be accepted via facsimile or e-mail as these two mediums do not allow for the proposal to be sealed or submitted in an original form with multiple copies. Proposals should be marked "CONFIDENTIAL" and received no later than 5:00 p.m., on Friday, December 12, 2011.

Mail or hand deliver Proposals to:

Janet B. Cruz, Management Analyst IV  
Department of Public Health and Social Services/Bureau of Health Care Financing  
123 Chalan Kareta  
Mangilao, Guam 96913-6304

### **CRITERIA FOR SELECTION**

Standard for determination of most qualified offeror responsive proposals shall be evaluated according to the following standards:

1. Material proposal's demonstration of understanding of project goals and scope of work, and its organizational structure capability to perform the services under this RFP. **(Total points 20)**
2. The offeror's detailed plan of action outlining methodology, work plan, schedule, internal control, resources and an assurance statement that contracted services would be accomplished accordingly. **(Total points 25)**
3. Offeror's background, professional qualification of personnel and managerial experience to include both organizational and individual staff capabilities. **(Total points 20)**
4. Offeror's ability, capacity, flexibility, financial stability and skill to perform services timely. **(Total points 20)**
5. Record of past performance of similar services, as specified in the RFP. **(Total points 15)**

**Total points of Evaluation = 100**

## **PROPOSAL EVALUATION**

- A. The contract will be awarded to the most qualified offeror whose offer conforms to the RFP and whose services will be the most advantageous to and in the best interest of the Government of Guam.
- B. The Government of Guam reserves the right to reject any or all offers, to waive informalities in offers received, and to accept other than the least expensive offer.
- C. The proposal evaluation procedure is completed in two phrases:
  - 1. Phase I is the initial screening to determine whether the minimum requirements specified in “Minimum Information Required in the Proposal” were met and whether the proposal was signed as required under “Proposal Terms and Conditions”. Proposals not meeting the minimum requirements and unsigned proposals will be disqualified and given no further consideration. Proposals meeting the minimum requirements will then be evaluated based on the factors listed in the Standard of Determination of the Most Qualified Offeror. Offerors will be ranked as acceptable, potentially acceptable, that is reasonably susceptible of being made acceptable or unacceptable (General Services Agency Procurement Regulations 3-203.13.3).
  - 2. Phase II is the negotiation process. The most highly qualified offeror’s sealed cost packet will be opened to discuss their cost proposal, including calculations and substantiating documentation, for the Scope of Work. Should the government fail to reach an agreement with the Offeror, the government will reject the Offeror and proceed to negotiate with the next qualified offeror. If no agreement is reached, the offeror will be contacted for negotiation. Upon the completion of successful negotiations, the contract with the selected offeror will be submitted to the Governor of Guam for his approval. The successful offeror acknowledges that only the Governor of Guam can bind the Government of Guam and may reject the negotiated agreement.

## **RANKING OF OFFERORS**

The evaluation of proposals will be based on the factors listed in the Standard Determination of the Most Qualified Offerors provision. Each factor has been assigned points. The Government has developed standard responses for each factor. The offeror’s response will be measured against the standard response, and the evaluator will assign points accordingly. The relative total points are derived by adding the points assigned by the evaluator. This process is used to rank the offerors.

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## **TERM OF CONTRACT**

DPHSS will award a Contract based on proposals. The Contract period begins the day the contract is executed by both parties. The Contract operational period begins \_\_\_\_\_, and shall terminate on \_\_\_\_\_. DPHSS may have, under the same terms and conditions as the existing contract, an option for up to a one-year extension, provided DPHSS obtains approval from the Contract Review Board and CMS to allow an extension period.

## **GENERAL COMPLIANCE WITH LAWS**

The Contractor shall be required to comply with all federal and the local laws and ordinances applicable to the work. Contractor shall attach a copy of appropriate business license or a statement of exemption pursuant to section 16024 of the Government Code.

The Contractor warrants that no person in its employment who has been convicted of a sexual offense under the provision of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 8 of Title 9 of Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the contractor while on Government of Guam property, with the exception of public highways. If any employee of the contractor is providing services on Government property and convicted subsequent to an award of a contract, then the contractor warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on Government property. If the contractor is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from the Government, and the contractor shall notify the Government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

For more information regarding the submission of proposal requirements, please contact the Bureau of Health Care Financing Administration at telephone number 735-7282 or 735-7471/2.

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**JAMES W. GILLAN**  
Director, DPHSS

**FORM A**  
**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

CITY OF \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
STATE OF \_\_\_\_\_ )

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

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

The offeror is a corporation, partnership, joint venture, or association, *and* the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the bidding or offering business during the 365 days immediately preceding the submission date of the proposal are as follows *(if none, please so state)*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name of Bidder or Offeror Business \_\_\_\_\_ Dated: \_\_\_\_\_

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

\_\_\_\_\_

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

NOTARY PUBLIC







**FORM E**  
**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby **certify under penalty of perjury**:

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

\_\_\_\_\_  
Signature



