Government of Guam
Department of Health and Social Services
Division of Public Welfare
Bureau of Security

REQUEST FOR PROPOSALS

Number: DPHSS DPW/BES 12-002

Acquisition of an after-school child care services.

100% Funded by the United States Department of Health and Human Services
Administration for Children and Families
Office of Child Care Development Fund Program Grant
CFDA: 93.575

DATE: **August 17, 2012**

Contact for the Procurement

Ms. Linda Ann T. Susuico
Division of Public Welfare
Chief Human Services Administrator

DPHSS Central Building, 123 Chalan Kareta, Mangilao, Guam 96913, Division of Public Welfare, State Office, Second Floor, Room 242, from 8:00 am – 4:30 p.m., Monday through Friday, except on Holidays

I. GENERAL OVERVIEW

100% Funded by the United States Department of Health and Human Services, Administration for Children and Families, Office of Child Care, Child Care Development Fund.

A. INTRODUCTION:

The Government of Guam, Department of Public Health and Social Services, Division of Public Welfare, Bureau of Economic Security, "DPHSS DPW/BES" Request for Proposals Number: DPHSS DPW/BES 12-002 Acquisition of an after-school child care services in keeping with **Section II. SCOPE OF SERVICES.**

B. DEADLINE FOR SUBMISSION OF PROPOSALS:

Deadline for Submission of All Proposals: Wedneday, August 29, 2012, 4:00 p.m. (Guam Standard Time). All proposals must be typewritten. An original and three (3) copies of the proposal must be submitted to the attention of the Chief Human Services Administrator, DPHSS DPW. **Proposals submitted after this time and date will not be considered.**

C. RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT:

DPHSS DPW/BES shall have the right to reject all offers, and or individual offers in whole or in part and/or cancel this RFP, if it is determined to be in the best interest of DPHSS DPW/BES.

D. GENERAL AUTHORITY FOR PROCUREMENT:

A federal grant will fund the services being acquired. The granting authority requires that local procurement procedures be used. All agencies of the government of Guam are required to follow the Guam Procurement Law when spending public funds to purchase "supplies" or "services" as these terms are described in the Guam Procurement Law. The Guam Procurement Law is codified at Title 5, Chapter 5, GCA, and the Guam Procurement Regulations are codified at Title 2, Division 4 of the Guam Administrative Rules and Regulations ("GAR"). The foregoing statutes and regulations are available from the web site of Guam's Compiler of Laws found at: ***www.guamcourts.org/CompilerofLaws.***

DPHSS DPW/BES issuing this Request for Proposals subject to the competitive selection procedures for applicable provisions of the Guam Procurement Law and the Guam Procurement Regulations.

E: DETERMINATION TO USE COMPETITIVE SELECTION PROCEDURE:

The following written determination is required by law prior to the announcement for the need of the services described in this Request for Proposals:

By issuing this Request for Proposals, the DPHSS DPW/BES has determined (a) that the services to be acquired are a type of service specified in 2 GAR Div. 4 §3114(a) for competitive

selection of services; (b) a reasonable inquiry has been conducted on the availability of such personnel to perform the services and that the territory does not have the personnel or resources to perform the services required under the proposed contract (s); (c) that the DPHSS DPW/BES will utilize the services of the proposed contractor to provide an after-school care services. DPHSS DPW/BES as part of its grant application and award, has developed, and fully intends to implement, a written plan for utilizing such services as will be included in the contractual statement of work.

F. ALL PARTIES TO ACT IN GOOD FAITH:

The Guam Procurement Law and the Guam Procurement Regulations require that all parties involved in the preparation of proposals; the preparation of the Request for Proposals; the evaluation and negotiation of proposals; and the performance or administration of contracts to act in good faith.

G. PURCHASING AGENCY AND OFFEROR:

The Guam Procurement Law authorizes government agencies to act as a "purchasing agency" for the purpose of procuring professional services such as those described in Section II, without going through the government's General Services Agency. The DPHSS DPW/BES as a government agency is issuing this Request for Proposals as DPHSS DPW/BES 12-002, and acts as a purchasing agency.

A party who submits a proposal is known as an "Offeror." An Offeror awarded a contract may be described herein as "applicant", "organization", "consultant," "contractor," or "service provider."

F. LIABILITY FOR COSTS TO PREPARE PROPOSAL:

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

H. APPLICABILITY OF GUAM PROCUREMENT LAW:

If any part of this Request for Proposals is contrary to the Guam Procurement Law or contains ambiguous terms, then such portion of the Request for Proposals shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.

I. REGISTRATION OF INTERESTED PARTIES:

Those picking up a hard copy of the Request for Proposals package at the DPHSS DPW/BES will be asked to sign a registry log. Only registered persons will receive official communications from this Office regarding the Request for Proposals, and only proposals or applications from registered persons will be accepted. Persons receiving copies of this RFP through downloads from the internet in keeping with 5 GCA Section 5220, P.L. 31-228 effective, June 15, 2012, will not receive amendments to the RFP or other communications related to the procurement, unless

they complete and submit the DPHSS DPW/BES registration contact information. Receipt and acknowledgement of all RFP amendments is required of all Offerors submitting proposals.

J. REQUIREMENTS AND INSTRUCTIONS:

1. Typewritten Proposals.

All proposals must be in typewritten. The DPHSS DPW/BES will not accept handwritten proposals.

2. Signatures in Ink.

Signatures shall be in black or blue ink. Blue is preferred.

3. Erasures and Strikeouts.

Erasures, strikeouts, or other types of changes that are evident on their face made to a proposal must be explained or noted over the signature of the Offeror.

4. Contents of Proposal.

The Offeror's response to the items mentioned in § II and V together shall be considered the Offeror's proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to fulfill the requirements of the proposal. In order to ensure a uniform review process and to obtain the maximum degree of comparability, the purchasing agency prefers that the contents of the proposal be organized and submitted in the following manner, format, and order unless otherwise stated.

5. Inclusion of Proposal Contents in Contract.

The purchasing agency reserves the right to include any part or parts of the Offeror's proposal in the final contract if the Offeror is awarded a contract.

6. Requests for Non-Disclosure.

After award of a contract, the proposal of the Offeror awarded the contract becomes a part of the record of the procurement process and is public information. Therefore, if an Offeror is submitting trade secrets or proprietary information that the Offeror wishes to keep confidential, then the Offeror must identify those portions that it considers proprietary and request in writing for non-disclosure. The request for non-disclosure must be included in the cover letter, and those portions in the proposal that are proprietary must be clearly marked or designated, or identified in the cover letter. The purchasing agency will entertain the request and issue a ruling in accordance with § V, Subsection G.

7. No Conflict of Interest.

The Offeror must also include a statement affirming that it presently has no conflicts of interest with regard to the services for which a proposal is being submitted.

8. Certification of Independent Price Determination.

The Offeror must certify that the rate it proposes (which is to be placed in a separate sealed envelope) was independently arrived at without collusion with any other Offeror or person.

9. Acknowledgment of Receipt of Amendments.
If the purchasing agency issues any amendments to the Request for Proposals, the Offeror must acknowledge receipt of each individual amendment in its cover letter.

K. GENERAL PROCEDURES:

1. Questions and Answers.

Questions concerning this Request for Proposals may be asked in writing and written responses will be given in the following manner.

Only potential Offerors who have obtained a Request for Proposals packet may submit written questions to the DPHSS DPW/BES. The DPHSS DPW/BES must receive the questions no later than Tuesday August 21, 2012 at 1:00 p.m. Guam time. The DPHSS DPW/BES will respond only to questions received before this deadline. Oral statements made by the DPHSS DPW/BES or its agents are not binding. On or before Friday, August 24, 2012, the DPHSS DPW/BES expects to provide its responses to the written questions. Responses to questions will be sent via facsimile.

If any question requires an interpretation of the Request for Proposals, or is relevant to all Offerors, then the DPHSS DPW/BES shall prepare a response in the form of an amendment to the Request for Proposals packet, and shall forward the amendment to all prospective Offerors who have picked up a packet. Receipt of any amendment must be acknowledged in the cover letter of submittal of Offeror's Proposal.

Questions should be sent to the Chief Human Services Administrator, at one of the following addresses:

(a) Via U.S. Postal Service:

The Department of Public Health and Services
Division of Public Welfare
123 Chalan Kareta
Mangilao, Guam 96913-6304

Attention: Chief Human Services Administrator

(b) Via facsimile to the Department of Public Health and Services
Division of Public Welfare at (671) 734-7015

Attention: Chief Human Services Administrator

2. Receipt of Proposals.

Proposals and modifications to proposals will be time-stamped upon receipt and held in a secure place until the established due date. Proposals will not be opened publicly, nor disclosed to unauthorized persons, but will be opened in the presence of two employees

designated by the DPHSS DPW/BES to act as administrators for this Request for Proposals. The DPHSS DPW/BES will keep a Register of Proposals identifying the Request for Proposals, the names of the Offerors, and the number of modifications received, if any, by each Offeror. The Register is not open for public inspection until after award of a contract. Proposals of Offerors not awarded a contract do not become public record.

3. Opening Proposals.

After the deadline for submission of proposals and as soon as practicable, the DPHSS DPW/BES shall unseal each proposal in the order received and conduct a preliminary review of each proposal to see whether the proposal contains the mandatory forms required by law as a condition of making an offer. The lack of any one of the forms is cause for a finding of non-responsiveness and automatic rejection of the proposal without evaluation of the detailed plan. Proposals will then be evaluated. Any Offeror submitting a non-responsive proposal will receive a written Notice of Non-Responsiveness.

4. Evaluation Process.

An Evaluation Committee shall evaluate the proposals. Prior to the evaluation meeting, the Evaluation Committee members will not know the identities of the Offerors and will not have access to the proposals. The evaluations will be conducted on a designated date and at a designated time. The proposals will be evaluated in the order received. The Chief Human Services Administrator will monitor the full evaluation meeting to ensure fairness and non-collusion. Before the evaluations begin, the Chief Human Services Administrator will explain the criteria and process to the Evaluation Committee as may be necessary. Unless requested to by the administrator or Evaluation Committee, any attempt by an Offeror to contact any individual assigned to evaluate may result in disqualification of the Offeror.

5. Discussions During Evaluation.

During the evaluation meeting, or any continuation thereof, the Evaluation Committee may conduct discussions with any Offeror, in writing. Discussions shall not disclose any information derived from proposals submitted by other Offerors. The issues clarified during discussions should be put into writing by the Offeror and submitted to the DPHSS DPW/BES within three business days of conclusion of discussions, and may be submitted electronically or via facsimile. The DPHSS DPW/BES will provide further instructions as may be necessary.

6. Ruling On Requests For Non-Disclosure Of Information.

During discussions or evaluations, the Evaluation Committee will examine any request for non-disclosure to determine its validity. If the Evaluation Committee does not grant the request, then the DPHSS DPW/BES must inform the Offeror in writing those portions which will be open for disclosure should the Offeror be awarded the contract, and why. If the Offeror does not agree or is dissatisfied with the ruling for any reason, then the

Offeror may withdraw the proposal or submit a protest according to the procedures set out in the Guam Procurement Law. If the proposal is not withdrawn and no protest is received, then if an award is made to such Offeror, the DPHSS DPW/BES may disclose those portions of the proposal for which a non-disclosure request was not granted.

7. Modification Or Withdrawal of Proposals.

Any proposal may be modified or withdrawn upon written request by the Offeror prior to the conclusion of discussions with such Offeror.

If the Evaluation Committee finds that no discussion with an Offeror is necessary, then such Offeror's time for modifying or withdrawing its proposal shall be terminated upon the Committee moving on to evaluate the next proposal.

8. Selection of Best Qualified Offeror.

The proposal receiving the most points based on the evaluation process found in Section II, item number 5 on page 11 of the RFP; and, upon approval of the DPHSS Director, is the best qualified Offeror.

9. Failure to Negotiate Contract With Best Qualified Offeror.

DPHSS DPW/BES will negotiate with the Best Qualified Offeror. In the event DPHSS DPW/BES fails to secure the contract and fair and reasonable pricing with the best qualified Offeror, DPHSS DPW/BES may enter into negotiations with the next best qualified Offeror.

10. Federal Funds.

This procurement is funded with federal grant funds from the United States Department of Health & Human Services (DPHHS), Administration for Children and Families (ACF), Office of Child Care (OCC), Child Care Development Fund (CCDF) program. The Grant Document Numbers are: G-1301GUCDF and G-14010GUCCDF for Fiscal Years 2013 and 2014 respectively. The Catalog of Federal Domestic Assistance (CFDA) Number is 93.575. The Notice of Grant Award for the above funds incorporates in its terms and conditions the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local, and Tribal Governments under Title 45 Code of Federal Regulations, Part 92. The above mentioned federal laws and regulations are incorporated herein as if fully re-written and contractor agrees to abide them in addition to all other applicable federal and Guam laws and regulations and the Department of Public Health and Social Service, Division of Public Welfare (DPH&SS DPW) processes and program requirements, including but not limited to the Child Care and Development State Plan for Guam FFY 2012-2013.

11. Sealed Cost/Pricing Rate Schedule.

Each Offeror must provide a cost/pricing rate schedule proposal for the services, and ***enclose the budget proposal in a separate sealed envelope marked "Cost/Pricing Proposal". Only one sealed envelope with the Offeror's rates should be submitted***.

The Cost/Pricing proposals will remain sealed and only after a Best Qualified Offeror has been determined and notified will the Offeror's Cost/Pricing proposal be opened by the DPHSS DPW/BES and the negotiation team. The other Offerors' cost/pricing will remain sealed and confidential and returned to the Offeror later in the procurement process.

12. Packaging of Proposals.

a. **Number of Copies.** Please provide the original proposal plus three (3) copies, except for the Rate Schedule of which only one sealed envelope should be submitted.

b. **Sealed Envelope or Container.** The original proposal and three copies, along with the one sealed Rate Schedule, must be placed in an envelope or envelopes, or other container, and sealed.

c. Information on Sealed Envelope or Container. On the face of the sealed envelope or container, the following information shall be clearly marked:

NOT TO BE OPENED EXCEPT BY CHIEF HUMAN SERVICES ADMINISTRATOR OR DESIGNEE

Proposal for DPHSS DPW/BES 12-002
Submitted by [the Offeror's name, address and telephone number]

13. Delivery.

Proposal packages should be mailed or delivered to the following name and address. The Purchasing Agency is not responsible for any delivery costs or postage due. Proposals will not be accepted via facsimile or e-mail as these two mediums do not allow proposals to be sealed or submitted in an original form with multiple copies:

L. DUE DATES FOR SUBMISSION

The following deadlines apply to this Request for Proposals. The Purchasing Agency will not entertain any late submission of questions. A proposal received late is non-responsive and will be rejected.

1. **Questions Prior to Submission of Proposals.** All written questions regarding the Request for Proposals are due no later than 1:00 p.m. Guam time, Tuesday, August 21,2012.

2. **Proposals.** All Typewritten proposals must be received at the DPHSS DPW/BES no later than 4:00 p.m. Guam time, Wednesday, August 29, 2012.

II. SCOPE OF SERVICES

The **DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION OF PUBLIC WELFARE, BUREAU OF ECONOMIC SECURITY**, is requesting for proposals from **QUALIFIED OFFERORS** to provide an after-school care services to improve the quality of child care for school age children, including those with special needs/disabilities, and their families on Guam.

1. TYPE OF SERVICES REQUIRED:

In cooperation with various Child Care and Development Funds (CCDF) Child Care Initiatives, the type of services required are the design, development and implementation of activities to provide safe, convenient care for after school hours and during school breaks and most closings for children participating in the CCDF program, to produce positive developmental and academic outcomes of the children served. The types of services required include the following:

A. Provision of an age-appropriate focused curriculum to promote learning and growth and developmental areas in education.

B. Provision of character development and education that helps children become more "school ready".

C. Provision of an enrichment program and curricula that boosts children's skills in math, reading and other important learning areas.

D. Provision of a program designed to provide the time and resources for children to complete homework assignments.

E. Provision of program designed to provide children time to play outdoors, interact with friends, explore creative arts, play games, work puzzles and construct with various manipulative toys and blocks.

F. Provision of a program that develops positive self concept and allows children to develop in the areas of social, emotional, cognitive and physical growth, while creating opportunities to learn cooperation, conflict resolution and build relationships.

G. Provision of a safe physical environment, while encouraging children to explore and take risks, and learn to play within boundaries that are respectful to themselves, to others and to the environment.

H. Provision of transportation from several area schools to the after-school care program site.

G. Must be able to secure services site/venue and furnish necessary equipment, developmental materials, supplies, and educational resources to participants.

H. Must be able to hire and pay child care instructors with the appropriate education, experience, and training; and, be responsible for administrative tasks associated with the activities.

I. Must maintain and control records for all participants of activities for DPHSS monitoring purposes for three (3) years.

J. Must Submit a Program Report to DPHSS, thirty (30) working days after the completion or termination of the project, including essential documents and training/course materials.

K. Must be in compliance with applicable laws such as the Civil Rights and the Americans with Disabilities Act.

2. TERM OF SERVICES REQUIRED:

The term of the services required, is from date of signature of the Governor on any contract awarded, to September 30, 2013, and may be renewed for two (2) additional years upon written agreement between the parties. The term of the contract is subject to the availability and appropriation of funds. The contract term may also be extended and include any liquidation period provided by the Federal granting agency.

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 delivered under the contract.

3. PROPOSAL SHALL BE IN WRITING:

All proposals shall be type written and in keeping with the requirements of this RFP. The DPH&SS, DPW/BES will review all proposals, to determine its validity and responsiveness prior to entering the evaluation stage.

4. MINIMUM INFORMATION REQUIRED IN THE PROPOSAL:

A. Name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of the performance of the proposed contract;

B. The Offeror's business age and average number of employees over a previous period of time, as specified in the Request for Proposals;

C. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;

D. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, as specified in the Requests for Proposals;

E. A plan giving as much detail as is practical explaining how the services will be performed;

F. A plan describing commitment to operate program of quality of health and safety of children registered to the program, the qualification for staff discussing detail information of staff responsibilities, trainings, and background checks to include FBI/Court/Police clearances.

G. A plan describing the provision of child care that meets all the Guam requirements of the DPHSS, federal guidelines and Public Health requirements and laws as stated in 10 GCA, Chapter 2 and 10 GCA, Chapter 13 as it relates to Child Care, and P.L 31-73. To include describing how agency to report on suspected child abuse or neglect; how to comply with transportation requirements for children to and from facility cite; staff clearance of communicable diseases; required Health/Sanitary Permit; and required facility license for the required level of children referred;

H. The factor to be used in the evaluation and selection process and their importance.

5. STANDARD FOR DETERMINATION OF THE MOST QUALIFEID OFFEROR:

Responsive proposals shall be evaluated according to the following standards:

A. Detailed plan for performing the required services. **(Total points 27)**
B. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. **(Total points 28)**
C. The personnel, equipment, and facilities to perform the services currently available at the time of contracting. **(Total points 22)**
D. Record of past performance of similar work. **(Total points 23)**

Total points of Evaluation = 100

6. MANDATORY FORMS:

See RFP pages 22 – 44 for mandatory forms.

The Guam Procurement Law requires each Offeror to make a number of disclosures. Some of the disclosures are required for an Offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the Offeror's ease in making these required disclosures, the purchasing agency is providing sample disclosure forms. They must be completed and included with the proposal. The forms are attached. ***Failure to complete and submit the forms will automatically disqualify a proposal as being non-responsive, and such proposal will not be evaluated.*** All notarized affidavits must be prepared no earlier than 30 days prior to submission. Furthermore, all disclosure forms submitted by the Offeror awarded the contract will be open to public inspection and copying.

A. **Offeror's Profile.** The Offeror must provide background information on the organization as to its official name, location, average number of employees, contact information, organization's staff to manage the program, type of organization, date of incorporation, and the number of years the Offeror has been in business.

B. **Affidavit Disclosing Ownership and Commissions.** As a condition of bidding and doing business with the government, an Offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent (10%) of the outstanding interest of the Offeror's business during the twelve-month period immediately preceding the date the proposal is submitted, including the percentage owned by each such person or entity. The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the purchasing agency or for assisting the Offeror in obtaining business related to this Request for Proposals, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the Offeror upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the Offeror for the purpose of securing business.

C. **Affidavit re Non-Collusion.** The Offeror must represent that its offer is genuine and not a sham and that the Offeror is not in collusion with others, and that the Offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person or Offeror to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.

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

E. **Affidavit re Ethical Standards.** The Offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulation pertaining to ethics in public contracting.

F. **Affidavit re Contingent Fees.** The Offeror must represent, pursuant to Title 2 GAR, Division 4, §11108(f) and §11108(h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure a contract with the government; nor has it retained a person to solicit or secure a contract with the Government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

G. **Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination.** The Offeror must represent that it pays its employees, and provides health and similar benefits, in accordance with the most recent Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. DOL for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

H. **Federal Forms Required by Grant**

See Compliance with Federal Laws and Regulations on RFP pages 39-44.

7. The Scope of Services specifications were prepared by the DPHSS DPW/ES Chief Human Services Administrator.

III. GENERAL PROVISION

1. FINANCIAL MANAGEMENT SYSTEM.

The awarded Offeror shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation and cash management. The awarded Offeror shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPH&SS, DPW/BES.

2. PROCUREMENT PROCEDURES AND RECORDS.

The awarded Offeror shall ensure Federal and local procurement laws and regulations are complied with in accordance with 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreement. All equipment and other non-expendable property acquired through this Agreement shall be the property of the DPH&SS, DPW/BES.

A. Notification of all procurement of equipment and services of Five Thousand Dollars ($5,000.00) or more prior to awarding the contract therefore shall be made to DPH&SS, DPW/BES within five (5) days prior to actual acquisition of equipment or services. This provision applies to all funding sources of the program, to include but is not limited to, grants, awarding of this contract and program income.

B. This notification shall not apply to approved Budget Modifications as the approval of this request fulfills the intent to be notified of procurement activity of Five Thousand Dollars ($5,000.00) or more prior to awarding the contract.

3. STANDARDS OF CONDUCT.

The awarded Offeror shall uphold the highest standards of conduct of their staff in administering services to the participants. 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 participants or their families.

4. MONITORING.

Unannounced monitoring of the awarded Offeror by the DPH&SS, DPW/BES shall not be denied by the awarded Offeror. Monitoring may include, but not limited to, on-site observations of activities and/or staffing and volunteers, facility inspections, and discussions with participants regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPH&SS, DPW/BES.

5. PROGRAM SPECIFIC AUDIT.

The DPH&SS, DPW/BES reserves the right to have a Program Specific Audit performed by an independent auditing firm on this program. The awarded Offeror shall ensure their full cooperation in submitting requested information to the auditors in a timely manner.

IV. REPORTING REQUIREMENTS

1. **REQUEST FOR INFORMATION:** Requests for Information by the Government shall be acted upon in a professional manner and submitted to the DPH&SS, DPW/BES within five (5) working days unless otherwise specified in the request. Corrections to information requested shall be submitted as specified by the Government.

2. **REQUEST FOR PROGRAM CHANGES:** The awarded Offeror shall submit a written request for changes in its program administration and service, including changes in budgeted positions, budget object classes and sub-categories, facilities relocation, personnel assignments, etc., to the DPH&SS, DPW/BES at least thirty (30) calendar days prior to the proposed changes. Program, personnel, and services changes and budget modifications shall not be approved by the Government without adequate justification. The final authority to approve changes in the administrative, personnel, service and financial components of the program shall remain with the DPH&SS, DPW/BES.

3. **MANAGEMENT PERONNEL:** Management personnel shall have knowledge of the provision of the awarded Offeror's Agreement with the Government and be provided copies of the Agreement and approved program budget. The absence of the Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPH&SS, DPW/BES naming the person(s) authorized to act on their behalf and the expected duration of the appointment.

4. **ACTIVITIES OF PERSONNEL:** Notification of activities other than those related to CCDF programs that will be performed during official working hours by the awarded Offeror's employees shall be submitted in writing indicating start date, time, purpose, staff and hours for approval by the DPH&SS, DPW/BES, ten (10) working days prior to commencement of activities. Activities not approved shall be considered unauthorized and the appropriate hours and salary (ies) shall be disallowed from the awarded Offeror's Monthly Invoice.

    A. No awarded Offeror or its employees shall contribute or make available Child Care Development Funds, personnel or equipment to any political party or association or to the campaign of any candidate for public office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref 45 CFR 1321.71(h)(1)]

    B. No awarded Offeror or its employees shall intentionally identify the CCDF program or provider 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)]

    C. The awarded Offeror shall report in writing to the DPH&SS, DPW/BES within two (2) working days of learning of alleged acts of malfeasance, including embezzlement, by their employees which affects the program.

5. **COMPLIANTS, PROBLEMS, AND CONCERNS:**

A. The awarded Offeror shall attempt to remedy non-urgent complaints, problems and concerns of participants and with other awarded Offerors or Vendor and health and human services agencies prior to reporting the matter to the DPH&SS, DPW/BES.

B. Complaints and concerns that cannot be resolved to mutual satisfaction of all parties shall be immediately reported in writing to the DPH&SS, DPW for assistance and guidance.

C. Urgent complaints, problems and concerns requiring immediate attention shall be reported to the DPH&SS, DPW/BES as soon as possible worth written communications to be submitted as determined by the DPH&SS, DPW/BES upon being notified. This shall include complaints filed against the awarded Offeror with local or Federal agencies by either clients or staff.

D. Written notices for information or corrective action, issued by the DPH&SS, DPW/BES, to the awarded Offeror, shall be acted upon within five (5) working days upon receipt of notification or as determined by DPH&SS, DPW/BES.

6. **INSPECTION REPORT:** A copy of all inspection reports from agencies shall be provided to the DPH&SS, DPW/BES no later than 10 a.m. the next working day following the inspection.

7. **ACCIDENTS AND INCIDENTS:**

A. All accidents and incidents involving injury to the participants and/or damage to property shall be verbally reported to the DPH&SS, DPW/BES as soon as possible with written report submitted the following working day if it is not practicable to submit the report of the accident/incident the same day it occurred. A copy of reports, i.e., GPD, GFD, GMH, Mayor, etc., issued regarding the accident and incident shall be submitted to the DPH&SS, DPW/BES no later than the next working day following its receipt by the awarded Offeror.

B. Acts of vandalism to any vehicle or facility used in the CCDF Program shall also be reported to the DPH&SS, DPW/BES in the same manner as prescribed above (Section 7.A.)

8. **PROGRAM REPORTING REQUIREMENTS:** The awarded Offeror shall submit the following information required by the Government. All monthly fiscal program reporting requirements shall be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPH&SS, DPW/BES.

Monthly and Quarterly Reports with transmittal page signed by the Program Director and Program Manager shall be complete, accurate, and received by the DPH&SS, DPW/BES 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. Transmittal Page
B. Invoice
C. Expenditures Report by Object Class and Sub-Categories
D. Expenditure Report Personnel Cost
E. Account Receivable Activity Report
F. Statistical Report of Child Care Programs
    i. Participants Count
    ii. Center-Base Provider
    iii. Family-Base Provider
G. Program Summary
    i. Activities
        a. New Activities
        b. Workshops, conferences and presentations attended by Participants (include dates, titles, presenters, and locations)
        c. Participants and staff accomplishments to include grants applied for or awarded
        d. Suggestion Box Feedback
    ii. Staff and volunteers Training, Workshops, Conferences, and Presentations (include dates, titles, presenters, and locations)
    iii. Complaints, Problems and Concerns and Proposed Solutions:
        a. From Participants
        b. From Staff
        c. Regarding Services Provided
    iv. Program Accomplishments: Provide a description highlighting the results achieved by the awarded Offeror for each report due:
        a. Monthly Reports - provide a narrative description of results achieved for the reporting month
        b. Quarterly Reports - provide a narrative description of results received for the reporting quarter
H. Plans for the Next Month
    i. Staff and Volunteers Training Plan
    ii. Management Plan
    iii. Presentation and Outreach Plan
    iv. Final Summary Report: Final Summary Report shall be complete, accurate and received by the DPH&SS; DPW/BES in the same format as provided above no later than five (5) working days after the end of the fiscal year.

V. ADDITIONAL TERMS AND CONDITIONS

See Appendix A to this RFP – Contract Terms and Conditions.

VI. MISCELLANEOUS GENERAL TERMS AND CONDITIONS FOR INCLUSION IN CONTRACT

The contract to be entered into between the Purchasing Agency and the awarded Offeror herein will include the following terms and conditions in some form if required by law. If any of the following terms and conditions is not required by law, then such term or condition may be negotiated. If any of the following terms and conditions is not applicable to the services required herein, then the term or condition may be excluded from the contract

A. PAYMENT

Payment shall be made using a method mutually agreed upon by the purchasing agency and the successful Offeror, subject to Guam law. The Prompt Payment Act shall apply to late payments.

B. GUAM INCOME TAXES

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

C. EQUAL EMPLOYMENT OPPORTUNITY

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

D. ASSIGNMENT

The contract or any sums due to the contractor may not be assigned without the prior approval of the DPHSS DPW/BES.

E. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT (ADA)

The Offeror must meet all requirements of the Americans with Disabilities Act

F. INDEPENDENT CONTRACTOR STATUS

The Offeror understands that if an award is made, the Offeror's relationship with the government is as an independent consultant or contractor, and not as an employee of the government. No employee benefits such as insurance coverage, participation in the government retirement

system, or accumulation of vacation or sick leave shall accrue to the Offeror or its individual employees, if any. No type of tax will be withheld from payments made to the awarded Offeror.

G. SCOPE OF AGREEMENT

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

H. RESPONSIBILITY FOR ACCURACY OF WORK

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

I. SUBCONTRACTING OF AGREEMENT

Because of the nature of the work, the awarded Offeror may not subcontract any part of the services required under the contract without the prior written consent of the DPHSS DPW/BES, or as outlined in this Request for Proposals or resulting contract.

J. INSURANCE

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

K. GOVERNMENT'S RIGHT TO AUDIT

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

Mandatory Forms

RFP Number: DPHSS DPW/BES 12-002

Acquisition of an after-school Child Care Services.

Offerors are reminded that all forms are required to be signed and Must be Submitted With the Proposal. In the event an Offeror does not submit a form, their offer may be deemed non-responsive to the Request For Proposal. These forms include:

	Name of Form	Page No.
1.	Offeror's Profile	22
2.	Affidavit Disclosing Ownership and Commissions – AG Procurement Form 002	23
3.	Affidavit re Non-Collusion – AG Procurement Form 003	24
4.	Affidavit re No Gratuities or Kickbacks – AG Procurement Form 004	25
5.	Affidavit re Ethical Standards – AG Procurement Form 005	26
6.	Declaration re Compliance with U.S. DOL Wage Determination – AG Form 006	27
7.	U.S. DOL Wage Determination	28-37
8.	Affidavit re Contingent Fees – AG Procurement Form 006	38
9.	Compliance with Federal Laws and Regulations	39-44

OFFEROR'S PROFILE FOR RFP: DPHSS DPW/BES 12-002

1.	Proposal for:	**CHILD CARE DEVELOPMENT FUND (CCDF)** ***RFP – DPHSS DPW/BES 12-002***
2.	Name of Organization:	
	Address:	
	Office Telephone Number:	
	Fax Number:	
	E-mail Address:	
3.	Type of Organization. Indicate status, check one:	( ) Governmental Unit established by law ( ) Private Non-Profit Corporation ( ) Proprietary Agency ( ) Private for Profit ( ) Other: Specify _____
4.	Location of the organization's principal place of business or central office.	
5.	Location of proposed place of business, if different from above.	
6.	Date of Incorporation, as applicable.	
7.	Number of years in business:	
8.	Average number of employees over a period of 12 months:	
9a.	Name of proposed Executive or Program Director:	
9b.	Name and position title of proposed alternate Person in Charge:	
10a.	Name of proposed Program Manager who shall be responsible for the daily operations of the program:	
10b.	Contact Number:	

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS FOR RFP: DPHSS DPW/BES 12-002

CITY OF _____)
) ss.
STATE OF _____)

1. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that (*please check one*):

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

   [ ] The Offeror is a corporation, partnership, joint venture, or association known as (please state name of Offeror company), and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the past 12 months immediately preceding the submission date of the proposal are as follows (*if none, please so state*):

Name	Address	% of Shares or Interest Held

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

Name	Address	Compensation

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

_____
Signature

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

_____
NOTARY PUBLIC
My commission expires: _____

AG Procurement Form 002 (Rev. Nov. 17, 2005
AG 12-0073
February 28, 2012

AFFIDAVIT RE NON-COLLUSION
FOR RFP: DPHSS DPW/BES 12-002

CITY OF _____)
)ss.
STATE OF _____)

_____(*state name of affiant signing below*),
being first duly sworn, deposes and says that:

1. The name of the offering company or individual is (*state name of company*)
_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the government of Guam or any other Offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to Title 2 GAR Division 4, §3126(b).

3. I make this statement on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

_____
Signature

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

_____
NOTARY PUBLIC
My commission expires: _____

AFFIDAVIT RE NO GRATUITIES AND KICKBACKS
FOR RFP: DPHSS DPW/BES 12-002

CITY OF _____)
)ss.
STATE OF _____)

_____(*state name of affiant signing below*), being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is (*state name of Offeror company*) _____. Affiant is _____(*state one of the following: the Offeror, a partner of the Offeror, an Officer of the Offeror*) making the foregoing identified bid or proposal.

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

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

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

_____
Signature

Subscribed and sworn to before me
this _____ day of _____, 2011.

_____
NOTARY PUBLIC
My commission expires: _____

AG Procurement Form 004 (July 12, 2010)
AG 12-0073
February 28, 2012

AFFIDAVIT RE ETHICAL STANDARDS
FOR RFP: DPHSS DPW/BES 12-002

CITY OF _____)
)ss.
STATE OF _____)

_____(*state name of affiant signing below*), being first duly sworn, deposes and says that:

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

_____
Signature

Subscribed and sworn to before me
this _____ day of _____, 2011.

_____
NOTARY PUBLIC
My commission expires: _____

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION FOR RFP: DPHSS DPW/BES 12-002

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 provision of Title 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 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 have 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 Title 5 GCA §5801 and §5802, as may be applicable to the procurement referenced herein; and,
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

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

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Diane C. Koplewski Division of
Director Wage Determination

| U.S. DEPARTMENT OF LABOR
| EMPLOYMENT STANDARDS ADMINISTRATION
| WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
| Wage Determination No.: 2005-2147
| Revision No.: 14
| Date Of Revision: 06/13/2012

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 – Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06

05040 – Automotive Glass Installer	12.10
05070 – Automotive Worker	12.10
05110 – Mobile Equipment Servicer	8.59
05130 – Motor Equipment Metal Mechanic	13.06
05160 – Motor Equipment Metal Worker	12.10
05190 – Motor Vehicle Mechanic	13.06
05220 – Motor Vehicle Mechanic Helper	10.12
05250 – Motor Vehicle Upholstery Worker	12.10
05280 – Motor Vehicle Wrecker	12.10
05310 – Painter, Automotive	12.37
05340 – Radiator Repair Specialist	12.10
05370 – Tire Repairer	7.81
05400 – Transmission Repair Specialist	12.10
07000 – Food Preparation And Service Occupations	
07010 – Baker	10.47
07041 – Cook I	9.54
07042 – Cook II	11.78
07070 – Dishwasher	7.25
07130 – Food Service Worker	7.78
07210 – Meat Cutter	11.86
07260 – Waiter/Waitress	7.59
09000 – Furniture Maintenance And Repair Occupations	
09010 – Electrostatic Spray Painter	14.38
09040 – Furniture Handler	8.85
09080 – Furniture Refinisher	14.38
09090 – Furniture Refinisher Helper	10.66
09110 – Furniture Repairer, Minor	12.51
09130 – Upholsterer	14.38
11000 – General Services And Support Occupations	
11030 – Cleaner, Vehicles	8.23
11060 – Elevator Operator	8.23
11090 – Gardener	10.99
11122 – Housekeeping Aide	8.33
11150 – Janitor	8.23
11210 – Laborer, Grounds Maintenance	9.14
11240 – Maid or Houseman	7.25
11260 – Pruner	8.23
11270 – Tractor Operator	10.33
11330 – Trail Maintenance Worker	9.14
11360 – Window Cleaner	9.14
12000 – Health Occupations	
12010 – Ambulance Driver	15.81
12011 – Breath Alcohol Technician	15.81
12012 – Certified Occupational Therapist Assistant	21.70
12015 – Certified Physical Therapist Assistant	21.70
12020 – Dental Assistant	13.20
12025 – Dental Hygienist	29.85
12030 – EKG Technician	23.96
12035 – Electroneurodiagnostic Technologist	23.96
12040 – Emergency Medical Technician	15.81
12071 – Licensed Practical Nurse I	14.14
12072 – Licensed Practical Nurse II	15.81
12073 – Licensed Practical Nurse III	17.63
12100 – Medical Assistant	11.54
12130 – Medical Laboratory Technician	14.14
12160 – Medical Record Clerk	11.82
12190 – Medical Record Technician	13.59
12195 – Medical Transcriptionist	14.14
12210 – Nuclear Medicine Technologist	34.75
12221 – Nursing Assistant I	10.03
12222 – Nursing Assistant II	11.30

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

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

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

28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		10.76
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		15.20
29020 - Hatch Tender		15.20
29030 - Line Handler		15.20
29041 - Stevedore I		14.22
29042 - Stevedore II		16.25
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		21.93
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.74
30064 - Drafter/CAD Operator IV		24.21
30081 - Engineering Technician I		14.62
30082 - Engineering Technician II		16.41
30083 - Engineering Technician III		18.36
30084 - Engineering Technician IV		22.34
30085 - Engineering Technician V		27.83
30086 - Engineering Technician VI		33.66
30090 - Environmental Technician		21.10
30210 - Laboratory Technician		20.74
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.06
30362 - Paralegal/Legal Assistant II		21.53
30363 - Paralegal/Legal Assistant III		26.35
30364 - Paralegal/Legal Assistant IV		30.80
30390 - Photo-Optics Technician		21.93
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.74
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		7.25
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		8.21
31361 - Truckdriver, Light		8.97
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		12.48
31364 - Truckdriver, Tractor-Trailer		12.48

99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.71 per hour or $148.40 per week or $643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (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 ordance, 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 ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AFFIDAVIT RE CONTINGENT FEES
FOR RFP: DPHSS DPW/BES 12-002

CITY OF _____)
)ss.
STATE OF _____)

_____(*state name of affiant signing below*), being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is (*state name of company*) _____ _____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to Title 2 GAR Division 4, §1108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. The statement is made pursuant to Title 2 GAR Division 4, §1108(h).

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

_____
Signature

Subscribed and sworn to before me
this _____ day of _____, 2011.

_____
NOTARY PUBLIC
My commission expires: _____

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

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:
FOR RFP: DPHSS DPW/BES 12-002

Equal Employment Opportunity & Nondiscrimination.

Contractor agrees to comply with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 11375--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Contractor agrees that no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or other classification protected by federal or state laws and regulations; nor shall they be excluded from participation in, be denied benefits o, or be otherwise subjected to discrimination in the performance of contracts with the government of Guam or in the employment practices of the government of Guam' contractors. Accordingly, all contractors entering into contracts with the government of Guam shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Discovery or Invention - Notice.

Contractor and the Government are not contracting for any Services/Work that constitutes as a Discovery or Invention under this Agreement as initially executed. Pursuant to 34 CFR Part 80.36 (i) (8) required notification is given by the Government to Contractor:

United States Department of Justice's requirements relating to discoveries, inventions, copy rights and rights in data as set forth in A-102 Section _ .36 apply and Patent Rights in Inventions Made With Federal Assistance 35 USC 202-204, as implemented by 37 CFR 401 apply where applicable.

Clean Air Act.

Contractor and Subcontractor agree to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts and sub grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - applies to contracts over $100,000. Contractor as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any subcontractors of $100,000 or more to file a Byrd Anti-Lobbying certification. Contractor represents 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Contractor and its subcontractors up to the Government.

Debarment and Suspension.

Debarment and Suspension (E.O. 12549 and E.O. 12689)--No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or No procurement Programs in accordance with E.O 12549 and E.O. 12689--Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor certifies that contractor, nor any of contractor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or suspended on federal, state or local debarment and suspension lists; or otherwise excluded from or ineligible for participation in federal or local assistance programs.

Drug-Free Work Place.

Contractor acknowledges that the Government maintains a drug free work place in compliance with Drug-Free Workplace Act of 1988 (Pub. L.100-690) and Contractor and subcontractors agree to comply with the Drug-Free Work Place Act.

DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause—

"*Controlled substance*" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"*Conviction*" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"*Criminal drug statute*" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"*Drug-free workplace*" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"*Employee*" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"*Individual*" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.

(8) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(9) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

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

Contractor and its subcontractor, and their employees associated with performance under this procurement shall not

(i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect;

(ii) procure a commercial sex act during the time that the procurement is in effect, or

(iii) used forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175.

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

Contractor and its subcontractors shall inform the Government of Guam and the United States Department of Public Health and Human Services, Administration for Children and Families immediately of any information they receive from any source alleging violation of (i)(ii) and (iii) above. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section:

(1) "Employee" means either: an individual employed by you or a subrecipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

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

Contractor attests that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in the RFP. Contractor agrees to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the Contractor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is not required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the DPHSS DSC). U.S. Department of Health and Human Services regulations pertaining to Equal Treatment for Faith-Based Organizations can be found at 45 CFR Part 87. DPHSS DPW/BES incorporates and follows the Equal Treatment Regulations for Faith-Based Organizations as a matter of good practice

Limited English Proficiency Certification

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.

Certification Of Non-Discrimination

Service Provider agrees that:

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

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

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (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.

Civil Rights Requirements

Service Provider: _____

Civil Rights Contact Person: _____

Title/Address: _____

_____

Telephone Number _____

Number of persons employed by the organizational unit: _____

_____
Signature

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

_____

NOTARY PUBLIC
My commission expires: _____

(Page 6 of 6)

Appendix A

Contract Terms and Conditions

RFP Number: DPHSS DPW/BES 12-002

Acquisition of an After-School Child Care Services

The following terms and conditions will be included in any contract awarded in this procurement.

Guam Department of Public Health, Division of Public Welfare, Bureau of Economic Security, Supplemental- Additional Terms and Conditions

The following terms and conditions will be included in any contract awarded to Offerors.

Changes Clause

1. CHANGE ORDER: *reference GAR§ 6101 (3) (a)*

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

2. ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE:

If any such change order increases or decreases Contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, any adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Failure of the parties to agree to an adjustment shall not excuse Contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

3. TIME PERIOD FOR CLAIM:

Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar Contractor's claim unless the territory is prejudiced by the delay in notification.

A. Claims Barred After Final Payment.

No claim by Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

B. Other Claims Not Barred.

In the absence of such a change order, nothing in this clause shall be deemed to restrict Contractor's right to pursue a claim arising under the contract if pursued in

accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause', or for breach of contract.

4. STOP WORK ORDER: *reference GAR§ 6101(4) (c)*

A. Order to Stop Work.

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

i. Cancel the stop work order; or

ii. Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

B. Cancellation or Expiration of the Order.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

i. the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of Stopped Work.

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

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

5. PRICE ADJUSTMENTS: *reference GAR § 6101(6)*

A. Price Adjustment Methods.

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

i. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

ii. by unit prices specified in the contract or subsequently agreed upon;

iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

iv. in such other manner as the parties may mutually agree; or

v. in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles) of the GAR and subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the GAR.

B. Submission of the Cost or Pricing Data.

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

6. CLAIMS BASED ON PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS: *reference GAR § 5106(8).*

A. Notice of Claim.

If any action or omission on the part of Procurement Officer, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) Contractor shall have given written notice to the Procurement Officer, or designee of such officer:

(i) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
(ii) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or
(iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

(c) Contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. Limitations of Clause.

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

C. Adjustment of Price.

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

7. TERMINATION FOR DEFAULTS: Reference: GAR 6101 (8)

A. Default.

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

B. Contractor's Duties.

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

C. Compensation.

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

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

D. Excuse for Nonperformance or Delayed Performance.

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

E. Erroneous Termination for Default.

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

F. Additional Rights and Remedies.

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

G. Liquidated Damages. Reference: GAR § 6101(9) (a) Reference: GAR § 6101(9) (a)

When the Contractor is given notice of delay or nonperformance as specified in Paragraph (d) (Default) of the Termination for Default Clause of 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 reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contract's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay.

8. TERMINATION FOR CONVENIENCE: Reference: GAR § 6101

A. Termination.

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

B. Contractor's Obligations.

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. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Government may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontractors to the territory. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

C. Right to Supplies.

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

(1) any completed supplies; and

(2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contract shall, upon direction of the Government, protect and preserve property in the possession of the contractor in which the territory has an interest. If the Government does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 13 G.C.A §2706 is quoted at the end of this §6101(10) (d)) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

D. Compensation.

(1) Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the GAR bearing on such claim. If Contractor fails to file a termination claim within one year from the effective date of termination, the Government may pay the contractor, if at all, an amount set in accordance with Subparagraph Section 9 D (3) of this Paragraph.

(2) The Government and Contractor may agree to a settlement provided the contractor as has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Costs or Pricing Data) to the Guam Procurement Regulations and that the settlement not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3)Of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Government shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Contractor's Obligations Section 19 of this clause. These costs must not include costs paid in accordance with Subparagraph Section 19 D 3 of this Paragraph;

(iv) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph 19 D (2) of this Paragraph, and the contract price of work not terminated.

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

13 GCA §2706 (UCC) states:

"§2076. Seller's Resale Including Contract for Resale.
(1) Under the conditions stated in §2703 on seller's remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer's breach.

(2) Except as otherwise provided in subdivision (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any of all of them have been identified to the contract before the breach.

(3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell.

(4) Where the resale is at public sale

(a) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and

(b) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of resale; and

(c) If the goods are not to be within the view of those attending the sale the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders and

(d) The seller may buy.

(5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section.

(6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (subdivision (3) of §2711)."

9. 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

(e) 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 providing direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

10. 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.

11. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

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 he 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.

12. 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.

13. 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 contactor 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.

14. FUNDING (FEDERAL)

This procurement is funded with federal grant funds from the United States Department of Health & Human Services (DPHHS), Administration for Children and Families (ACF), Office of Child Care (OCC), Child Care Development Fund (CCDF) program. The Grant Document Numbers are: G-1201GUCDF and G-13010GUCCDF for Fiscal Years 2013 and 2014 respectively. The Catalog of Federal Domestic Assistance (CFSA) Number is 93.575. The Notice of Grant Award for the above funds incorporates in its terms and conditions the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local, and Tribal Governments under Title 45 Code of Federal Regulations, Part 92. **The above mentioned federal laws and regulations are incorporated herein as if fully re-written and contractor agrees to abide them in addition to all other applicable federal and Guam laws and regulations and the Department of Public Health and Social Service, Division of Public Welfare (DPH&SS DPW) processes and program requirements, including but not limited to the Child Care and Development Plan for Guam FFY 2012-2013.**

The Federal Terms and Conditions certified and acknowledged by Offeror as part of its RFP proposal are attached hereto, and labeled Exhibit A and incorporated herein as if fully re-written.

15. TERM

The term of the services required, is from date of signature of the Governor on any contract awarded, to September 30, 2013, and may be renewed for two (2) additional years upon written agreement between the parties. The term of the contract is subject to the availability and appropriation of funds. The contract term may also be extended and include any liquidation period provided by the Federal granting agency.

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 delivered 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.

Compensation in this agreement shall be passed upon the negotiated prices, deliverables and performance schedule agreed to by the parties and set forth elsewhere in this agreement. In the event additional funding becomes available in the renewal period the parties will enter into negotiation to determine the activities and costs for the renewal period; provided however that all activities must remain within the parameters of this RFP, fair and reasonable, and allowable, and additional factors that may be considered are funding availability and the needs of the community.

16. MANDATORY DISPUTES RESOLUTION

(1) All controversies between the territory 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 Procurement Officer in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer 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.

(2) The Procurement Officer 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.

(3) Any such decision shall be final and conclusive, unless fraudulent, or the contractor appeals the decision administratively pursuant to Title 5 Guam Code Annotated, Section 5427(e) and 5706.

(4) The contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this contract pending final resolution pursuant to law of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the territory; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency has made a written determination that continuation of work under the contract is essential to the public health and safety.

Contract Clauses:

1. GENERAL COMPLIANCE WITH LAWS:

   Contractor shall be required to comply with all Federal and Guam laws and ordinances applicable to the work. Contractor shall attach a copy of appropriate business license or a statement of exemption; and Contractor shall provide the Government with copies of any updated licenses and certificates that are obtained during the term of this Agreement.

2. CONFIDENTIALITY:

   In the event Contractor will be given access to any Confidential Information, Contractor agrees comply with all applicable the Government rules and procedures, Guam privacy rules and regulations and all Federal rules and regulations.

3. ACCESS TO RECORDS AND OTHER REVIEW:

   Contractor, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Government of Guam. Each subcontract by Contractor pursuant to this Agreement shall include a provision containing the conditions of this Section.

4. OWNERSHIP OF DOCUMENTS:

   All briefs, memoranda and incidental Contractor work or materials furnished hereunder shall be and remain the property of the Government including all publication rights and copyright interests, and may be used by the Government without any additional cost to the Government.

5. INDEMNITY:

   Contractor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns, and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this agreement.