

REQUEST FOR PROPOSAL**ISSUING OFFICE:**

GUAM MEMORIAL HOSPITAL AUTHORITY
MATERIALS MANAGEMENT DEPARTMENT
850 Gov. Carlos G. Camacho Road,
Tamuning, Guam 96913

DATE ISSUED: July 10, 2020**REQUEST FOR PROPOSAL NO.:** GMHA RFP 003-2020

OFFERORS INSTRUCTION: Proposals shall be submitted in one (1) original and four (4) copies and sealed to the issuing office above no later than **4:00 pm, Monday, July 20, 2020**. Proposals submitted after the time and date specified above will be rejected. See attached Solicitation Instructions and General Terms and Conditions for details.

RFP FOR REVENUE CYCLE MANAGEMENT (RCM) SERVICES

SPECIFICATIONS: As per attached. **QUESTIONS ON PROPOSALS:** See Paragraph 3, Sealed RFP Solicitation Instructions

DESTINATION: Guam Memorial Hospital Authority **REQUIRED DELIVERY DATE:** See Special Provisions Terms & Conditions

NOTE TO OFFERORS: This RFP is subject to the attached **General Terms and Conditions**. The undersigned offers and agrees to furnish within the time specified. In consideration of the expense of the Government in opening, tabulating, and evaluating this and other proposals, and other considerations, the undersigned agrees that this proposal remain firm and irrevocable within 90 calendar days from the submission date.

INDICATE WHETHER: () INDIVIDUAL () PARTNERSHIP () CORPORATION

INCORPORATED IN:

NAME AND ADDRESS OF OFFEROR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

AWARD: (TO BE COMPLETED UPON AWARD)

CONTRACT NO.:

AMOUNT: \$

DATE:

ACCEPTED AS TO ITEMS NUMBERED:

CONTRACTING OFFICER:

LILLIAN PEREZ-POSADAS, MN, RN
HOSPITAL ADMINISTRATOR /CEO

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

**GUAM MEMORIAL HOSPITAL AUTHORITY
SEALED RFP SOLICITATION INSTRUCTIONS
REQUEST FOR PROPOSAL (GMHA RFP 003-2020)**

1. **REQUEST FOR PROPOSAL SOLICITATION FORMS:** Solicitation forms are available at no charge. The content provided in the request for proposal forms for solicitation is formatted to provide adequate information to potential offerors. 26 GAR Div 2 § 16309(c)(2).
2. **PREPARATIONS OF PROPOSALS:**
 - a) Offerors are required to examine the specifications, schedules, and all instructions. Failure to do so will be at offeror's risk.
 - b) Each offeror shall furnish the information required by the Solicitation. The offeror shall sign the Solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
 - c) Proposals for services other than those specified will not be considered.
 - d) Proposals must state an estimated time for the performance of services requested by the Solicitation.
 - e) Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday, or Guam Memorial Hospital Authority legal holiday will end at the close of the next business day.
3. **EXPLANATION TO OFFERORS:** Any explanation desired by an offeror regarding the meaning or interpretation of the Solicitation, specifications, etc., must be submitted in writing seven (7) days prior to submission date (indicated on the front of the request for proposal package) to allow a written reply to reach all offerors before the submission of their proposals. All written question(s) may be faxed to the issuing office at (671) 649-3640. Oral explanation or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a Solicitation will be furnished to all prospective offerors in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed offerors.
4. **ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation must be acknowledged by signing an acknowledgment of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals.
5. **SUBMISSION OF PROPOSALS:**
 - a) Proposals and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The offeror shall show the hour

and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the offeror on the face of the envelope.

- b) Telegraphic proposals will not be considered unless authorized by the Solicitation. However, proposals may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 7 of these instructions).
- c) Samples, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the Solicitation.
- d) Samples or descriptive literature should not be submitted unless required on the Solicitation. Regardless of any attempt by an offeror to condition the proposal, unsolicited samples or descriptive literature will not be examined or tested at the offeror's risk and will not be deemed to vary any of the provisions of this Solicitation.

6. **FAILURE TO SUBMIT PROPOSAL:** If no proposal is submitted, do not return the Solicitation packet unless otherwise specified. But do advise the issuing office whether future Solicitations for the type of services covered by this Solicitation is desired.

7. **LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**

- a) **Definition:** Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late.
- b) **Treatment:** No late proposal, late modification, or late withdrawal will be considered unless received before contract award, and the proposal, modification, or withdrawal would have been timely but for the action or inaction of GMHA or territorial personnel directly serving the procurement activity.

8. **DISCOUNTS:**

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

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. **INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "**certified true and correct**" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF PROPOSALS:** (1) Registration. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons but shall be opened in the presence of two or more procurement officials. A register of proposals shall be established which shall include for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of proposals shall be opened to public inspection only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.
12. **CONFIDENTIAL DATA:** Proprietary Information: Offeror may designate those portions of the proposal that contain proprietary data that are confidential and are not to be released. The Procurement Officer shall examine the proposals to determine the validity of any requests for non-disclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the offerors in writing what portions of the proposal will be disclosed and that, unless the offerors protest under 5 GCA §§ 5425-5481, the proposals will be so disclosed. The proposals shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data. 26 GAR Div 2 §§ 16304(5), 16309(t)(1)(F).
13. **DISCUSSIONS.** The Procurement Officer or a designee of such officer shall evaluate all proposals submitted and may conduct discussions with an offeror. Discussions shall not disclose any information derived from proposals submitted by other offerors, and the Hospital procurement department shall not disclose any information contained in any proposal until after award of the proposed contract has been made. The purpose of such discussion shall be to:
- a) Determine in greater detail such offeror's qualifications; and
 - b) Explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative method of approach.
14. **LIABILITY FOR COST:** The GMHA is not liable for any cost incurred by the firm or offeror in connection with this RFP. By submitting a proposal, the offeror specifically waives the right against GMHA for any expenses incurred in proposal preparation and presentation. Submitted proposals become the property of GMHA.

- 15. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES.** The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Ch. 5, § 5601, et seq. Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Article 11 of the Guam Memorial Hospital Authority Procurement Regulations, 26 GAR Div 2 §161101, et seq.

**GUAM MEMORIAL HOSPITAL AUTHORITY
GENERAL TERMS AND CONDITIONS
REQUEST FOR PROPOSAL RFP 003-2020
SEALED RFP SOLICITATION AND AWARD**

(Only those items checked below are applicable to this Request for Proposal.)

1. (X) **AUTHORITY:** This solicitation is issued subject to all the provisions of the Guam Procurement Law 5 GCA and the Guam Memorial Hospital Authority Procurement Rules and Regulations 26 GAR Div 2 (available online via the Office of the Compiler of Laws at [http://www.justice.gov.gu/ compiler of laws/](http://www.justice.gov.gu/compiler_of_laws/)), which require all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.
2. (X) **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the offeror to provide the Guam Memorial Hospital Authority (Government) with specified services or with materials, supplies or equipment completely assembled and ready to use.
3. (X) **TAXES:** Offerors are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. (X) **LICENSING:** Offerors are cautioned that the Government will not consider for award any offer submitted by an offeror who has not complied with licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. (X) **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with Guam Procurement Law.
6. (X) **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Offerors shall comply with all specifications and other requirement for the solicitation.
7. (X) **"ALL OR NONE" PROPOSALS:** By checking this item, the GMHA and the Government is requesting all of the proposal items to be proposed or none at all. The Government will not award on an itemized basis.
8. () If the Government does not require all or none proposals (Paragraph 7 of these General Terms and Conditions is not checked off), but the offeror indicates on the proposal that it is an all or none proposal, then the Government will deem the proposal submitted to be not responsive.

9. (X) **INDEPENDENT PRICE DETERMINATION:** The offeror, upon signing the Request for Proposal, certifies that the prices submitted on the proposal were derived at without collusion, and acknowledges that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of 5 GCA Ch. 5, § 5650, et seq. of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies described in § 5659 et seq. of the Government Code.
10. () **OFFEROR'S PRICES:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the offeror shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the product's origin. Where basic or alternate proposal meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the proposal.
11. (X) **RFP ENVELOPE:** Envelope shall be sealed and marked with the offeror's name, proposal number, time, date and place of proposal opening.
12. () **BID BOND REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Memorial Hospital Authority in the amount of **Fifteen percent (15%)** of the offeror's highest total bid, Bid guarantee will be a Bid Bond on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the Bid or fails to enter into contract within the prescribed time, such Bond will be forfeited to the Guam Memorial Hospital Authority. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's Check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Guam Memorial Hospital Authority to show proof that the surety company named on the bond instrument is authorized by the Guam Memorial Hospital Authority and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. 26 GAR Div 2 § 16505(1).

a). The bid security required above under any applicable Invitation for Bid shall not be release upon award of the bid, but instead shall continue in full force and effect until delivery of the supplies or services required by the contract under the associated Invitation for Bid is completed. The bid security shall be held and deemed satisfactory to adequately protect the best interest of the Guam Memorial Hospital Authority from default and thus no separate performance bond shall be required on a contract for supplies or services. 5 GCA § 5212.

13. () **PERFORMANCE BOND REQUIREMENT:** The offeror is required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to Guam Memorial Hospital Authority issued by any of the local Banks or Bonding Institution in the amount equal to (100%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Hospital Administrator shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Hospital Administrator shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby. 26 GAR Div 2 § 16505(2).
14. () **PERFORMANCE GUARANTEE:** Offerors awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with GMHA and the Government and to enforce Paragraph 12, 13 and 14 of these General Terms and Conditions, if applicable. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Paragraph 44 of these General Terms and Conditions.
15. () **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The Surety must be Insurance Company, authorized by the Guam Memorial Hospital Authority and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Guam Memorial Hospital Authority to conduct business in Guam. 26 GAR Div 2 § 16309(c)(4)(G).
16. (X) **DETERMINATION OF RESPONSIBILITY OF OFFERORS:** The Hospital Administrator reserves the right to secure from offerors information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 19 of these General Terms and Conditions. 26 GAR Div 2 § 16317.
17. (X) **COMPETENCY OF OFFERORS:** Offers will be considered only from such Offerors who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service. Offeror

awarded the contract may be required to undergo an annual evaluation of services rendered in compliance with the center for Medicare and Medicaid Services (CMS) and the Joint Commission (JC) requirements.

18. (X) **SELECTION OF THE BEST QUALIFIED OFFEROR (Request for Proposal – RFP):** In determining the lowest responsible offer, the Hospital Administrator shall be guided by the following:
- a) The ability, capability, and skill of the Offerors to perform.
 - b) Whether the Offeror can perform promptly or within the specified time.
 - c) The quality of performance of the Offeror with regards to awards previously made to him.
 - d) The previous and existing compliance by the Offerors with laws and regulations relative to procurement.
 - e) The sufficiency of the financial resources and ability of the Offerors to perform.
 - f) Can the Offerors meet the specifications of the Request for Proposal (RFP).
- 26 GCA Div 2 § 16314)(j).
19. (X) **TIE PROPOSALS:** If the proposals are for the same unit price or total amount in the whole or in part, the Hospital Administrator has the authority to award the proposal to any one of the offerors by drawing lots in public, or to reject all such proposals.
20. () **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such reference is intended to be descriptive, but not restrictive and for the sole purpose of indicating to prospective offerors a description of the article or services that will be satisfactory. Proposals on comparable items will be considered provided the offeror clearly states in his proposal the exact articles he is offering and how it differs from the original specification.
21. () **DESCRIPTIVE LITERATURE:** Descriptive literature(s) of proposed item(s) that are not as specified in this solicitation must be furnished as part of the proposal and must be received at the date and time set for RFP opening. The literature furnished must clearly identify the item(s) in the RFP. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the offeror proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the RFP will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the proposal.

22. () **SAMPLES:** If proposed proposal item is not as specified in this solicitation, sample(s) must be furnished as a part of the proposal and must be received at the date and time set for RFP opening. The sample(s) should represent exactly what the Offeror proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the RFP will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the proposal.
23. () **LABORATORY TEST:** Successful offeror is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the offeror's account and must be from a certified Testing Association (If applicable).
24. (X) **AWARD, CANCELLATION & REJECTION.**
- a) **Invitation for Bid (IFB):** Award shall be made to the lowest responsible and responsive offeror, whose bid is determined to be the most advantageous to GMHA and the Government. Award issued to the lowest responsible offeror within the specified time for acceptance as indicated in the solicitation, results in a binding contract without further action by either party. In case of an error in the extension of prices, unit price will govern.
- b) Request for Proposal (RFP):** The Hospital Administrator or a designee of such officer shall negotiate a contract with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation.
- c) The right is reserved as the interest of the Government may be required to waive any minor irregularity in proposals received.**
- d) The Hospital Administrator shall have the authority to award, cancel, or reject proposals, in whole or in part for any one or more items if he determines it is in the public interest.**
- e) The Government will govern. It is the policy of the Government to award contracts to qualified local offerors. The Government reserves the right to increase or decrease the quantity of the items for award and make additional award for the same type of items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from GMHA or the Government. 26 GAR Div 2 §§ 16309(n), 16314 (l)(1), and 16316.**
25. () **MARKING:** Each outside container shall be marked with the Purchase Order

number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

- 26. () **SCHEDULE FOR DELIVERY:** Successful offeror shall notify the Guam Memorial Hospital Authority, Telephone Nos. 647-2160/2131/2165, at least twenty-four (24) hours before delivery of any item under this solicitation.
- 27. () **BILL OF SALE:** Successful Offeror shall render Bills of Sale for each item(s) delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with the billing instructions as indicated on the Purchase Order.
- 28. () **MANUFACTURER'S CERTIFICATE:** Successful offeror is required, upon delivery of any item(s) under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this requirement will result in rejection of delivery (if applicable).
- 29. () **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by GMHA or the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, GMHA or the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by GMHA or the Government.
- 30. () **MOTOR VEHICLE SAFETY REQUIREMENTS:** GMHA or the Government will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (PL. 89-563) and Clean Air Act as amended (P.L. 88-206), that are applicable to Guam. Offerors shall state if the equipment offered comply with these aforementioned Federal Laws.
- 31. () **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Guam Memorial Hospital Authority Vehicle Inspection before delivery at destination.
- 32. () **GUARANTEE:**
 - a) **Guarantee of Vehicular Type of Equipment:** The successful offeror shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the offeror. All parts found defective and not caused by misuse, negligence or

accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from GMHA or the Government and without cost to GMHA or the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

- c) **Guarantee of Other Type of Equipment:** The successful offeror shall guarantee all other types of equipment offered, except those mentioned in 33a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to GMHA or the Government. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor within six (6) working days after notice from GMHA or the Government.

c) Compliance with this Section is a condition of this Bid.

- 33. (X) **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. 5 GCA §§ 5630, 5631; and 26 GAR Div 2 §§ 161101 thru 161114.
- 34. (X) **REPRESENTATION REGARDING CONTINGENT FEES:** The Offeror or Contractor represents that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a hospital contract upon 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. 26 GAR Div 2 § 161108
- 35. (X) **EQUAL EMPLOYMENT OPPORTUNITY:** Offerors or Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- 36. (X) **RESTRICTION AGAINST SEX OFFENDERS:** If a contract for services is awarded to the offeror or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements

as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on Guam Memorial Hospital Authority property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the government, and the service provider shall notify the government when action has been taken. If the service provider fails to take corrective steps within the twenty-four hours of notice from the government, then the government in its sole discretion may suspend temporarily any contract for services until corrective actions has been taken.

- 37. (X) **RECITATION OF WAGE DETERMINATION:** Pursuant to 5 GCA § 5211(b), the most recently issued wage determination that may be applicable to any contract awarded as a result of this solicitation is Wage Determination No. 2005-2147, Revision No, 6, issued on May 29, 2008 by the U.S. Department of Labor Employment Standards Administration Wage and Hour Division. Pursuant to 5 GCA § 5801 and § 5802, any contract awarded as a result of this solicitation shall include a provision requiring that if the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the Guam Memorial Hospital Authority, to pay such employee(s), and to provide such employee(s) health and similar benefits as mandated or detailed by or in accordance with the Wage Determination for Guam and 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 Guam Memorial Hospital Authority.
- 38. (X) **COMPLIANCE WITH LAWS:** Offerors awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- 39. (X) **ASSIGNMENT:** Assignment will not be accepted without prior approval from the GMHA. Request for approval of assignment must be made with submission of proposal. No assignment will be accepted if request in not made with proposal.
- 40. () **CHANGE ORDER:** Any change order issued relative to awards made under this solicitation will be subject to and in accordance with 26 GAR Div 2 § 16601(c).
- 41. () **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with 26 GAR Div 2 § 16601(d).

42. (X) **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with 26 GAR 2 -§ 16601 (j).
43. () **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with 26 GAR Div 2 § 16601(h).
44. () **JUSTIFICATION OF DELAY:** Offerors who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the offeror is not able to meet the specified delivery date, he is required to notify the Hospital Administrator of such delay. Notification shall be in writing and shall be received by the Hospital Administrator at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Hospital Administrator, such justification is not adequate.
45. () **LIQUIDATED DAMAGES:** When the Offeror or Contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of two percent (2%) of outstanding order per calendar day from date set for cure until either the Hospital 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 contractor's delay or nonperformance is excused under Paragraph 43 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the Hospital. The contractor remains liable for damages caused other than by delay. 26 GAR Div 2 § 16601(i).
46. (X) **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Guam Memorial Hospital Authority in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Guam Memorial Hospital

Authority from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reason of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Memorial Hospital Authority against any claim for loss, damage or injury to property or persons arising out of the performance of the contractor or his employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Memorial Hospital Authority when required.

47. (X) **CONTRACT TYPE:** A contingency based contract will be entered between the GMHA and the awarded offeror. The parties will agree on a performance goal and formula which will determine compensation if/when the specified performance goals are met.

Offerors shall not submit any cost or pricing data with their proposal. A contingency based proposal will be solicited by the GMHA after selection of the highest ranked proposal and should be submitted at that time and in a format determined by the GMHA.

48. (X) **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address: _____

Telephone: _____

**GUAM MEMORIAL HOSPITAL AUTHORITY
REQUEST FOR PROPOSAL (GMHA RFP 003-2020)**

1.0 PURPOSE AND OVERVIEW

The Guam Memorial Hospital Authority (GMHA), a Tax Equity and Fiscal Responsibility Act (TEFRA) based hospital, is soliciting proposals from a qualified individual or company to provide Revenue Cycle Management (RCM) services, on a contingency fee basis.

Offeror (or “RCM Service Provider”) must specialize in the assessment, analysis and improvement of hospital-based RCM processes to assist the GMHA in its efforts to manage overall claims payment for all the inpatient and outpatient hospital services; augment and uphold national standards of compliance with federal and local regulatory organizations; receive appropriate and expedient reimbursements from insurance/third-party payers; improve its revenues; reduce claims/insurance denials; reduce its bad debt expense and write-offs; modernize and streamline the workflow of its overall claims payment management; reduce its accounts receivables; maximize its collections; decrease operating losses; and improve patient experience.

1.1 SCOPE OF SERVICES

The RCM Service Provider shall provide administrative and clinical functions that contribute to the capture, management, and collection of patient service revenue in accordance with the Healthcare Financial Management Association (HFMA). In addition to overseeing GMHA’s RCM and recommending appropriate RCM structure, the RCM Service Provider will provide guidance and training to GMHA staff until such time that GMHA’s capabilities are mature enough to manage its RCM. The RCM Service Provider functions shall also include:

1. Charge Capture: Rendering patient services into billable charges
2. Claim Submission: Timely filing of claims of billable fees to insurance companies
3. Coding: Appropriate coding diagnoses and procedures
4. Patient Collections: Determining self-pay balances and collecting payments
5. Preregistration: Collecting preregistration information before patient arrives for scheduled inpatient or outpatient procedures
6. Registration: Collecting subsequent patient information during registration to establish a Medical Record Number and meet various regulatory, financial and clinical requirements
7. Remittance Processing: Applying or rejecting payments through remittance processing
8. Third-Party Follow-Up: Provide training and guidance to GMHA personnel regarding the collection of payments from third-party insurers and collecting payments from third-party insurers as assigned.
9. Medicare Cost Reporting
10. Update and Maintenance of GMHA Charge Master

1.2 SUBMITTAL & EVALUATION OF PROPOSAL

Proposals will be reviewed and evaluated based on the qualification to perform the services in the RFP. Prospective offerors and offerors are hereby cautioned not to contact any member of GMHA

in regard to this request for proposal until such time as an award has been made.
All inquiries pertaining to this RFP are to be addressed to:

Lillian Perez-Posadas, RN, MN
Hospital Administrator/CEO
Guam Memorial Hospital Authority
850 Gov. Carlos G. Camacho Road
Oka, Tamuning, GU 96913
GMHA RFP 002-2020

Ms. Perez-Posadas may also be contacted at (671) 647-2367 or via e-mail at materials.mgt@gmha.org. Ms. Perez-Posadas or her designee(s) will coordinate all questions through GMHA and will respond in writing.

Proposals shall be submitted to the Guam Memorial Hospital Authority (GMHA) **no later than 4:00 p.m. Chamorro (Guam) Standard time, on Monday, July 20, 2020** at 850 Gov. Carlos G. Camacho Road, Oka, Tamuning, Guam, 96913. Office hours for submittal of proposals are Monday through Friday, 8:00 AM to 5:00 PM. Proposals received after the specified date and time will not be considered.

All proposals shall be submitted in writing and delivered or mailed to the following address. A facsimile or e-mail transmission of a proposal will not be accepted.

Lillian Perez-Posadas, RN, MN
Hospital Administrator
Guam Memorial Hospital Authority
850 Gov. Carlos G. Camacho Road
Oka, Tamuning, GU 96913
GMHA RFP 002-2020

1.3 CONTENTS OF THE PROPOSAL

The proposal must be in writing, sealed and marked on the face with the name and address of the offeror.

The proposal must contain at a minimum, the following:

- a. The name of the offeror, location of the offeror's principal place of business and, if different, the place of performance of the proposed contract, a mailing address, telephone number(s), facsimile number, email address(es), date of the proposal, and the title and number of the RFP. A designated point of contact (POC), his or her title, address, telephone, facsimile number and email address should also be included;
- b. The age of the offeror's business and the average number of employees over the past year; and, the size of the company's staff that would be assigned to perform the scope of services;

- c. Copy of business license, whether from Guam or any other United States location. A Guam business license is not required in order to submit a proposal but is a pre-condition for award and entering into contract with GMHA. In the event an offeror is not licensed to do business in Guam and is selected for the award, the offeror must obtain all necessary Guam licenses within thirty (30) days of the selection notification. Specific information on Guam licenses may be obtained from the Guam Department of Revenue and Taxation (www.guamtax.com);
- d. The qualifications and experience of key persons who would be assigned to perform the required services;
- e. 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; and
- f. A plan providing as much detail as is practical, explaining how the services will be performed.

Each offeror shall submit **five (5)** complete sets of the proposal, **one (1)** marked “**ORIGINAL**” and **four (4)** marked “**COPY**.”

The proposal must be signed by an official authorized to legally bind the offeror to all RFP provisions contained herein.

Terms and conditions differing from those set forth in this RFP may be cause for disqualification of the proposal.

Prospective offerors and offerors are on notice that the GMHA may at its sole discretion, cancel this RFP, reject any and all proposals, waive any and all informalities and/or irregularities, or re-advertise with either the identical or revised specifications, if it is deemed to be in the Territory of Guam’s best interest to do so.

This RFP does not commit the GMHA to award a contract. Nor shall the GMHA be responsible for any cost or expense, which may be incurred by the offeror in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the offeror prior to the execution of a contract.

GMHA shall not be liable for any pre-contract activity or costs incurred by prospective offerors or offerors arising from the preparation of proposals in response to this RFP or during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

1.4 RESTRICTIONS ON CONTACT WITH GMHA, GMHA’S BOARD OF TRUSTEES OR EMPLOYEES

Prospective offerors and offerors are advised that, from the date of issuance of this RFP until the award of any contract, they are not permitted to contact GMHA, GMHA’s Board of Trustees or employees, and/or the Selection Committee related to this solicitation, except for GMHA’s designated point of contact as set forth above, unless they have received the written permission of GMHA’s Administrator.

Offerors who violate this requirement will be disqualified.

1.5 REQUESTS FOR CLARIFICATION

All inquiries pertaining to this RFP are to be addressed in writing to the Hospital Administrator, acting in the capacity of Chief Procurement Officer, 850 Gov. Carlos G. Camacho Road, Oka, Tamuning, Guam, 96913.

It is incumbent upon each offeror to carefully examine all specifications, terms, and conditions contained in the RFP. Any inquiry regarding this solicitation must be made in writing. To be considered, inquiries must be addressed to GMHA's point of contact set forth above. Offerors are hereby advised that GMHA cannot guarantee that it will be able to respond to inquiries received later than **seven (7) business days** prior to the date on which proposals are due.

GMHA will issue responses to inquiries in writing prior to the date on which proposals are due. GMHA will mail said responses to each person recorded as having been furnished with a copy of this RFP, and prospective offerors are responsible for assuring that they receive all such responses. Prospective offerors may contact the Administrator to ascertain whether GMHA issued such responses with respect to this RFP.

Prospective offerors and offerors should not rely on any representations, statements, or clarifications not made in this RFP or in a formal GMHA response. GMHA will not be responsible for any oral representation(s) given by any employee, representative, or other individual. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.

1.6 EVALUATION PROCEDURE AND CRITERIA

The selection process will be based on the qualifications, experience, and commitment of the offerors' lead and support individuals proposed for this RFP.

Selection of the individual or company will be made primarily on the basis of:

1. Qualification and a minimum of five (5) years' experience in RCM services for government/public hospital(s) in the U.S. and its territories (10 points);
2. Qualification and a minimum of five (5) years' experience in the area of federal regulatory entity such as the Centers for Medicare and Medicaid Services (CMS) and HIPAA regulations (10 points);
3. Whether the offeror can perform promptly or within the specified time (10 points);
4. The character, integrity, reputation, judgment experience, commitment to accountability, and efficiency of the offeror (10 points);
5. The quality of performance of the offeror with regards to awards previously made to the

offeror (10 points);

6. The personnel, equipment, and facilities to perform (10 points);
7. The sufficiency of the financial recourses and ability of the offeror to perform (20 points); and
8. The ability to meet the specifications of the RFP and Scope of Services outlined (20 points).

1.7 SELECTION PROCEDURE AND CRITERIA

Proposals will be reviewed and evaluated by a Selection Committee whose members are selected and nominated by the GMHA Administrator. The Administrator, or his authorized designee(s), to include any committee organized for this purpose, will select and submit to the GMHA Board of Trustees the best qualified offeror for their approval.

GMHA, through the Selection Committee or Administrator will evaluate all proposals submitted and may conduct discussions with any offeror. The purpose of such discussions shall be to:

1. Determine in greater detail such offeror's qualifications, and
2. Explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.

Upon completion of the validation of qualifications, evaluations, and discussions, GMHA shall select, in the order of their respective qualification ranking, no fewer than three (3) acceptable offerors, or such lesser number if less than three (3) acceptable proposals were received, deemed to be the best qualified to provide the required services.

GMHA plans to negotiate a contract with the best qualified offeror for the required services at a compensation rate determined in writing to be fair and reasonable.

1.8 NEGOTIATION AND AWARD OF CONTRACT

GMHA shall negotiate a contract with the best qualified offeror for the required services at a compensation determined in writing to be fair and reasonable.

Contract negotiations shall be directed toward:

- (1) Making certain that the offeror has a clear understanding of the scope of work; specifically, the essential requirements involved in providing the required services.
- (2) Determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time.

- (3) Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract shall be awarded to that offeror.

Written notice of award shall be public information and made a part of GMHA's procurement file.

GMHA will notify all offerors of the results of the award.

1.9 SUCCESSFUL NEGOTIATIONS OF CONTRACT WITH BEST QUALIFIED OFFEROR

If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract shall be awarded to that offeror. Written notice of award shall be public information and made a part of GMHA's procurement file.

1.10 FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR

- (a) If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons therefore shall be placed in the procurement file and GMHA shall advise such offeror of the termination of negotiations which shall be confirmed by GMHA's written notice to such offeror.
- (b) Upon failure to negotiate a contract with the best qualified offeror, GMHA may enter into negotiations with the next qualified offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror. If negotiations again fail, negotiations shall be terminated as set forth in paragraph 1.10 (a) above and new negotiations shall commence with the next qualified offeror.
- (c) Should GMHA be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited, or additional offerors may be selected based on original, acceptable submissions in the order of their respective qualifications ranking and negotiations may continue until an agreement is reached and the contract is awarded.

1.11 OFFERORS RESPONSIBILITIES

An offeror, by submitting a proposal, represents that:

- A. The offeror has read and understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The offeror possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to GMHA, and;

- C. Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by GMHA upon which the offeror will rely. If the offeror receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the offeror from its obligations to comply in every detail with all provisions and requirements of contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the offeror for additional compensation or relief.

1.12 CONFLICT OF INTEREST

- A. Organizational conflict of interest means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation of submission of an offer for a government contract by that offeror when rendering services. Organizational conflict of interest means that because of other activities or relationships with another person, a person is unable or potentially unable to render impartial assistance or advice to GMHA, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. An individual or company that employs, retains, or engages contractually one or more individual/company consultants in connection with a contract shall submit to GMHA, with respect to each individual/company consultant, the certificate described below, *if the individual or company is notified that it is the apparent successful offeror*.
- C. All offerors shall complete and have notarized an Organizational Conflicts of Interest Certificate containing the following information:
1. The name of the individual or company and the name and number of the solicitation in question.
 2. The name, address, and telephone number of the individual/company.
 3. The name, address, and telephone number of a responsible officer or employee of the individual/consultant who has personal knowledge of the individual or company/consultant's involvement in the contract.
 4. A description of the nature of the services rendered by or to be rendered by the individual or company.
 5. The name, address, and telephone number of the clients, and the name of a responsible officer or employee of the individual or company who is knowledgeable about the services provided to such client(s) and a description of the nature of the services rendered to such client(s), if, based on information provided to the contractor by the individual or company, any research individual or company is rendering or, in the **twelve (12) months** preceding the date of the certificate, has rendered services respecting the

same subject matter of the instant solicitation, or directly relating to the subject matter, to GMHA or any other client (including any foreign government or person).

6. The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both apparent successful offeror and individual or company.

7. Failure of the offeror to provide the certifications may result in the offeror being determined ineligible for award.

8. All offerors shall complete and have notarized the attached disclosure forms of any potential conflict of interest that an offeror may have due to ownership, other clients, contracts, or interests associated with this RFP.

1.13 CERTIFICATES

GMHA reserves the right to require proof that the offeror is an established business and is abiding by the regulations and laws of its jurisdiction and of Guam, such as but not limited to, occupational licenses and business licenses.

Offerors shall attach a copy of their business license. Offerors should include all licenses, certifications, and any additional documentation that illustrates the offerors' qualifications to perform the services specified in this RFP.

1.14 PRESENTATION BY OFFERORS

GMHA at its sole discretion may ask individual offerors to make oral presentations and/or demonstrations without charge to GMHA.

The GMHA reserves the right to require any offeror to demonstrate to the satisfaction of the GMHA that the offeror has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the GMHA and the GMHA shall be the sole judge of compliance.

Offerors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

1.15 RECORDS AND RIGHT TO AUDIT

The individual or company shall maintain such financial records and other records during the contract period and for three (3) years from the date of final payment, or as may be prescribed by the GMHA or by applicable federal and local laws, rules, and regulations.

1.16 INDIVIDUAL OR COMPANY'S PERSONNEL

The individual or company shall comply with all local laws, regulations, and labor union agreements

governing work hours; and labor regulations including collective bargaining agreements, workers' compensations, working conditions, fringe benefits, and labor standards or labor contract matters.

The individual or company indemnifies and holds harmless GMHA from all claims arising out of the requirements of this provision. This indemnity includes the individual or company's obligation to handle and settle, without cost to GMHA, any claims or litigation concerning allegations that the individual or company or GMHA, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by the contract.

1.17 TERMINATING/CANCELLATION OF CONTRACT

GMHA will reserve, as a term of the contract, the right to terminate the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the individual or company of any obligations for any deliverables or obligation entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the individual or company of any obligations or liabilities resulting from any acts committed by the individual or company prior to the termination of contract.

GMHA also reserves the right to cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first. In the event that such cancellation is necessary, GMHA will timely inform contractor of the cancellation for lack of funds and contractor will be reimbursed the unamortized reasonably incurred, nonrecurring costs. However, such cancellation does not affect either party's rights under an applicable termination clause.

1.18 CONTRACT/AGENCY RELATIONSHIP

As the awarded offeror, the individual or company shall provide the services required herein strictly under the contractual relationship with GMHA and is not, nor shall be, construed to be an agent or employee of GMHA. As the awarded offeror, the individual or company shall pay any and all applicable taxes required by law and shall comply with all pertinent federal and local statutes. Benefits for employees and subcontractors shall be the responsibility of the individual or company including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and workers and unemployed compensation.

The awarded offeror shall hire, compensate, supervise, and terminate members of its work force, and shall direct control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

Prior to commencing work, the awarded offeror will be required to sign a written contract incorporating the specifications and terms of the RFP and response thereto. Any contract awarded as a result of the RFP shall begin on or about the date upon the signature of the Governor on the

contract. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same or changes have been authorized by GMHA. The initial contract term is for a **one (1) year period**, with an option to renew for **two (2) additional one (1) year terms**; **the contract term shall not exceed a total term of three (3) years**. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefore.

The independent RCM Services Provider shall not be exclusively bound to GMHA and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for GMHA as specified in this RFP.

1.19 ASSIGNMENT

The individual or company shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein.

1.20 GOVERNING LAWS

Except to the extent federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of any contract resulting from this RFP. Venue of any court action shall be in Guam. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

Any dispute arising under or out of this RFP and/or contract is subject to the provisions of Title 2 Guam Administrative Rules and Regulations, Division 4 (Procurement Regulations), Chapter 9 (Legal and Contractual Remedies); Title 5 Guam Code Annotated, Chapter 5 (Guam Procurement Law), Article 9 (Legal and Contractual Remedies); and any other applicable laws, statutes, or regulations.

1.21 INDEMNIFICATION OF GMHA

The individual or company shall indemnify, hold harmless, and defend GMHA, its officers, agents, and employees from or on account of any claims losses, expenses, injuries, damages, actions, lawsuits, judgments, or liability resulting or arising from individual or company's performance or nonperformance of services pursuant to the contract, excluding any claims, losses, expenses, injuries, damages, or liability resulting or arising from the actions of GMHA, its officers, agents, or employees. The indemnification shall obligate the individual or company to defend at its own expense or to provide for such defense, at GMHA's option, any and all claims and suits brought against GMHA, which may result from Individual or company's performance or nonperformance of services pursuant to the contract.

1.22 MODIFICATION DUE TO PUBLIC WELFARE OR CHANGE IN LAW

GMHA shall have the power to make changes in the contract as the result of changes in law and to impose new rules and regulations on the individual or company under the contract relative to the scope of methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. GMHA shall give the individual or company notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the individual or company. In the event of any future change in federal or Guam laws, which materially alters the obligations of the individual or company, or the benefits to GMHA, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the individual or company, and then the individual or company or GMHA shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. GMHA and the individual or company agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement in the interest of the public welfare or due to change in law. When such modifications are made to the contract, GMHA and the individual company shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Individual or company directly and demonstrably due to any modification in the contract under this clause.

1.23 FORCE MAJEURE

GMHA and the individual or company will exercise every reasonable effort to meet their respective obligations as outlined in the RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

1.24 DISCLOSURE OF PROPOSALS

Upon submission, proposals and other materials submitted by offerors may become records subject to Guam's freedom of information laws. GMHA may deny the public access to such records or applicable portions thereof, which are trade secrets or proprietary information. However, GMHA's denial of public access to such information shall be based on whether said information is specifically exempted from disclosure by Guam or other relevant law. Offerors should mark confidential only those portions of their proposals, which they believe are not required to be disclosed under law. GMHA, however is obligated to disclose information consistent with the requirements of law notwithstanding any such markings made by offerors. Cost and price data are not to be considered as confidential or trade secrets once an award is made.

1.25 INVESTIGATIONS AND REJECTIONS

GMHA reserves the right to conduct any investigation deemed necessary as to the background, qualifications, experience, and record of performance of any offeror, and to reject any or all proposals if deemed necessary in the public interest. GMHA shall review and determine whether an offeror has the necessary qualifications, staffing, management, and experience required to properly conduct the work in accordance with all applicable laws, statutes, and regulations.

SECTION II – INSTRUCTIONS TO OFFERORS

2.0 DEFINED TERMS

The terms used in these instructions to offerors which are defined in Guam’s procurement laws and regulations have the same meanings assigned to them in this RFP. The term “offeror” means one who submits a proposal directly to GMHA, as distinct from a sub-offeror who submits a proposal to the offeror. The term “successful offeror” means the best qualified offeror for the required services to whom GMHA (on the basis of GMHA’s evaluation as hereinafter provided) makes an award. The term “request for proposals documents” includes the invitation to submit a proposal, instructions to offerors, and all addenda. The term “GMHA” means the Guam Memorial Hospital and vice versa.

2.1 TYPE OF PROCUREMENT

This RFP calls for the procurement of hospital RCM services under the Competitive Selection Procedures for Services.

2.2 LANGUAGE OF PROPOSAL

The proposal prepared by the offeror and all correspondence and documents relating to the proposal exchanged by the offeror and GMHA shall be written in English language. Supporting documents and printed literature furnished by the offeror with the proposal may be in another language provided that are accompanied by an appropriate translation of relevant passages in the English language. For the purpose of interpretation of the proposal, the English language translation shall prevail.

2.3 FAMILIARITY WITH LAWS

The offeror is assumed to be familiar with all federal and Guam laws that in any manner affect the work to be performed under this RFP. Ignorance on the part of the offeror will no way relieve them from responsibility.

2.4 RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

The offeror must submit with their proposal an affidavit (see attached) acknowledging their responsibilities under Guam statute 5GCA CH. 5, § 5253. Restriction Against Contractors

Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the offeror must affirmed that:

1. 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 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, and;
2. that if any person providing services on behalf of the 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.

2.5 RECITATION OF WAGE DETERMINATION

Pursuant to 5 GCA 5211(b), the most recently issued wage determination that may be applicable to any contract awarded as a result of this solicitation is Wage Determination No. 2005-2147 Revision No. 6, issued on May 29, 2008, by the U.S. Department of Labor Employment Standards Administration Wage and Hour Division. Pursuant to 5 GCA 5801 and 5802, any contract awarded as a result of this solicitation shall include a provision requiring that if the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the Guam Memorial Hospital Authority, to pay such employee(s), and to provide such employee(s) health and similar benefits as mandated or detailed by or in accordance with the Wage Determination for Guam and 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 Guam Memorial Hospital Authority.

2.6 SIGNATURE ON PROPOSAL

The offerors must sign their proposals correctly. If the proposal is made by an individual, said individual's name and mailing address must be shown. If made by an individual or company or partnership, the name and mailing address of each member of the individual or company or partnership must be shown. If made by a corporation, the person signing the proposal shall show the name of the country, state, or territory under the laws of which the corporation was chartered, and the names and business address of its president, secretary, and treasurer.

A proposal submitted by a joint venture must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a notary public, in which is defined precisely the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several individuals or companies forming the joint venture. The offeror is advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound by the terms of the contract.

2.7 CURRENCIES OF PROPOSAL AND PAYMENT

All rates and prices in the proposal and all payments to the Individual or company shall be in the currency of the United States of America.

2.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

2.9 RECEIPT, OPENING, AND OR RECORDING OF PROPOSALS

Upon receipt, each proposal and/or modification will be time-stamped, held in a secure place, and not be opened until the proposal closing date. The only acceptable evidence to establish the date and time or receipt at GMHA is the date and time stamp of the GMHA Office on the wrapper or other documentary evidence of receipt maintained by GMHA. Proposals and modifications shall not be opened publicly, but shall be opened in the presence of two or more GMHA procurement officials. After the date established for receipt of proposals, a register of proposals will be prepared which shall include for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the service item offered. The registrar of proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to GMHA procurement personnel having an interest in them.

2.10 NON-DISCLOSURE OF INFORMATION

Discussions shall not disclose any information derived from proposals submitted by other offerors, and the individual or company conducting the procurement shall not disclose any information contained in any proposals until after award of the proposed contract has been made.

2.11 CANCELLATION OF SOLICITATION; DELAYS

GMHA reserves the right to cancel or to withdraw this RFP, to delay any GMHA determination required by RFP, or to reject all proposals, or any individual Proposal in whole or in part at any time prior to the final award. In case of cancellation or rejection, bid bonds would be concurrently returned. The reasons for the cancellation, delay, or rejection shall be made a part of the procurement file and shall be available for public inspection.

(A) After opening of the proposals, but prior award, all proposals or any individual proposal in whole or in part, may be rejected when GMHA determines in writing that such action is in the territory of Guam's best interest for reasons including but not limited to:

- (1) Supplies, services, or construction being procured by this solicitation are no longer needed
- (2) Ambiguous or otherwise inadequate specifications were part of the solicitation.

- (3) The solicitation did not provide consideration of all factors of significance to the territory
- (4) The proposals only offer prices which exceed available funds and it would not be appropriate to adjust quantities to come within available funds.
- (5) All otherwise acceptable proposals received contain unreasonable prices.
- (6) There is reason to believe that the proposals may not have been arrived at in open competition, and /or that there was collusion between offerors and/or the proposals were not submitted in good faith

If this RFP is cancelled or all the proposals have been rejected prior to final award, notice of cancellation or rejection shall be sent to all offerors. The reasons for the cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

(B) GMHA may reject any individual proposal in whole or in part when such rejection is in the best interests of the territory. Reasons for rejecting a proposal in whole or in part include but are not limited to:

- (1) GMHA has determined that the offeror is not a responsible offeror pursuant to 2 GAR, Div. 4, Chap. 3, §3116.
- (2) The proposal is non-responsive, that is, it does not conform in all material respects to the RFP.
- (3) The offered supply or service in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternatives or other acceptable criteria set forth in the RFP.

2.12 DISQUALIFICATION OF PROPOSAL

More than one proposal from an individual, individual or company, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an offeror has an interest in more than one (1) proposal for the same work will cause the rejection of all proposals in which such offeror is believed to have an interest. Any or all proposals will be rejected if there is reason to believe that collusion exists among the offerors and no participants of such collusion will be considered in a future request for proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected. Proposals submitted by offerors who do not meet the criteria listed under the "Statement of Qualifications" will not be considered for review by GMHA.

2.13 RIGHT TO REJECT PROPOSAL

GMHA reserves the right to reject any or all proposals, and to waive technical errors, or minor informalities, or to accept any proposals in part.

2.14 AWARD OF CONTRACT

The award of contract, if it is awarded, will be to the best qualified offeror for the required services at a compensation determined in writing to be fair and reasonable. In no case will the award be made until GMHA has completed all necessary investigations into the responsibility of the proposed awardee, and GMHA is satisfied that the proposed awardee is qualified to do the work and has the necessary organization, capital, and equipment to carry out the provisions of the contract to GMHA's satisfaction within the time specified.

2.15 EXECUTION OF THE CONTRACT

The offeror which is determined to be the best qualified, or the next best qualified offeror should GMHA cease contract negotiations with better qualified offerors, shall sign the necessary agreement entering into a contract with GMHA, and return a fully executed contract, containing the terms mutually agreed upon by the parties, to GMHA within five (5) days after GMHA determines in writing that the offeror's requested compensation, for the required services, is fair and reasonable.

2.16 ADDENDA

Any amendment, modification, or addenda issued by GMHA, prior to the established due date of the proposals, for the purpose of changing the intent of the plans and specifications clarifying the meaning, or changing any of the provisions of this RFP, shall be binding to the same extent as if originally required by this RFP. Any addenda issued by GMHA will be mailed to all offerors in duplicate. The offerors shall acknowledge receipt of the same by their signatures on one copy which is to be returned to GMHA and said copy shall accompany the offerors respective proposals. Acknowledgment may also be made in writing or by telex or facsimile, or by e-mail.

2.17 TAXES

The successful offeror shall be liable for all applicable taxes and duties. GMHA shall have no tax liability under this contract arising from this RFP. Specific information on taxes may be obtained from the Department of Revenue and Taxation, Government of Guam.

2.18 LICENSING

GMHA will not consider for award any proposal submitted by an offeror who has not complied with Guam's business and /or other licensing laws. Specific information on licenses may be obtained from the Department of Revenue and Taxation, Government of Guam.

2.19 DISCLOSURE OF MAJOR SHAREHOLDERS

As a condition of submitting a proposal in response to this RFP, all offerors, whether they are partnerships, sole proprietorships, or corporations, shall submit an affidavit executed under oath that lists the name and address of any person who has had held more than **ten (10) percent** of the

outstanding interest or shares in said partnership, sole proprietorship, or corporation, at any time during the **twelve (12) month** period immediately preceding submission of the proposal made in response to this RFP. The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity, or other compensation. The affidavit shall be open and available to the public for inspection and copying.

2.20 NON-COLLUSION AFFIDAVIT AND CONFLICT OF INTEREST DISCLOSURES

Offerors must submit a non-collusion affidavit and conflict of interest disclosures in the form provided with this RFP. Failure to submit said affidavit and disclosures shall result in the offeror's proposal to be deemed non-responsive to this RFP, and such proposal shall not be considered for award.

2.21 NO GRATUITIES AND KICKBACKS AFFIDAVIT

Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks as set forth in Guam law, specifically 5 GCA 5630(c).

Offerors must submit a no gratuities and kickbacks affidavit in the form provided with this RFP. Failure to submit said affidavit and disclosures shall result in the offeror's proposal to be deemed non-responsive to this RFP, and such proposal shall not be considered for award.

2.22 REPRESENTATION REGARDING CONTINGENT FEES

Offeror represents that it shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a hospital contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fees, except for retention of bona fide employees or bona fide commercial selling agencies for the purpose of securing business.

Offerors must submit an affidavit re: contingent fees in the form provided with this RFP. Failure to submit said affidavit and disclosures shall result in the offeror's proposal to be deemed non-responsive to this RFP, and such proposal shall not be considered for award.

2.23 REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT

Offeror has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

Offerors must submit an affidavit in the form provided with this RFP. Failure to submit said affidavit and disclosures shall result in the offeror's proposal to be deemed non-responsive to this RFP, and such proposal shall not be considered for award.

2.24 “ALL OR NONE” PROPOSALS.

This is not a multiple or alternate proposal. An offeror's submission of a multiple or alternate proposal shall be rejected and considered non-responsive.

2.25 POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES.

Notwithstanding any provision of law, and except for the procurement of professional services, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service, which is offered by a business concern that is at least fifty-one percent (51%) owned by a service-disabled veteran(s), that entity shall procure such supply or service from that business concern, if the supply or service is available within the period required by the procuring entity and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, and shall be in addition to any other procurement benefit the service-disabled veteran owned business may qualify for under Guam law.

2.26 CONTACT FOR CONTRACT NEGOTIATION

If your individual or company is selected as the best qualified to perform the services as described herein, please designate a person whom we may contact for prompt negotiation

NAME: _____ TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FACSIMILE: _____

E-MAIL: _____

**GUAM MEMORIAL HOSPITAL AUTHORITY (GMHA)
REQUEST FOR PROPOSAL (GMHA RFP 003-2020)**

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Offerors are reminded to read the Sealed Bid Solicitation Instructions and the General Terms and Conditions attached to a Request for Proposal to ascertain that all the following (see boxes checked) requirements of the bid proposal are submitted in the bid envelope at the date and time for bid proposal submission.

- [X] 1. Statement of Qualifications and Performance Data, including but not limited to:
 - a. The name of offeror, the location of Offerors principal place of business, and if different, the place of performance of the proposed contract;
 - b. The age of Offerors business and average number of employees over a previous period of time, as specified in the RFP;
 - c. The abilities, qualifications, and experience of all persons who would be assigned to provide the required service;
 - d. A listing of other contracts under which the services similar in scope, size or discipline to the required services were performed or undertaken within a period of time, as specified in the RFP, to include references of Hospitals, medical providers, or other businesses with whom billing and collection services are recently provided complete with: address, telephone numbers, and contact person; and
 - e. A plan giving as much detail as is practical explaining how the required services stated in Section I & II of the solicitation will be performed.
- [X] 2. Organizational Chart
- [X] 3. Affidavit – Disclosing Ownership and Commissions (form attached) 26 GAR Div § 6309 (“Failure to submit the affidavit disclosing shareholders and statement concerning commissions paid shall be deemed non-responsive and cause for rejection of the bid upon opening”).
- [X] 4. Affidavit – Non-Collusion Form (form attached) 5 GCA § 5246
- [X] 5. Affidavit re No Gratuities or Kickbacks (form attached) 26 GAR Div 2 § 161107
- [X] 6. Affidavit re Ethical Standards (form attached) 26 GAR Div 2 § 161103
- [X] 7. Declaration re Compliance with U.S. DOL Wage Determination (Form E) (Form attached) 5 GCA §§ 5801 and 5802 (Note: Must attached the most recent wage determination applicable to Guam with this form.)
- [X] 8. Affidavit re Contingent Fees (form attached) 26 GAR Div 2 § 161108.
- [X] 9. Affidavit –Restriction against contractors employing convicted Sex offenders from working at Government of Guam Venuses (Offeror)
- [X] 10. Copy of current business license, whether from Guam or any other United States location. A Guam business license is not required in order to submit a proposal but is a pre-condition for award and entering into contract with GMHA. In the event an offeror is not licensed to do business in Guam and is selected for the award, the offeror must obtain all necessary Guam licenses within thirty (30) days of the

selection notification. Specific information on Guam licenses may be obtained from the Guam Department of Revenue and Taxation (www.guamtax.com).

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

I _____, an authorized representative of _____ acknowledge receipt of this special reminder to prospective Offerors together with Request for Proposal Number 003-2020 this _____ day of _____, 20____ and that I have read and understand its intent and implications.

OFFEROR REPRESENTATIVE'S SIGNATURE

5 GCA § 5212, §§ 5303 – 5304; and 26 GAR Div 2 § 16309(c)(3), and (c)(4)(G).

CITY OF _____)
) SS.
ISLAND OF GUAM)

[] 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 venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name	Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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CITY OF _____)
) SS.
ISLAND OF GUAM)

1. The name of the offering company or individual is [state name of company]_____.
2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division4 § 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.

Subscribed and sworn to before me
this _____ day of _____, 201__.

AG Procurement Form 003(Jul. 12, 2010)

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [state name of offeror company]
_____, Affiant is _____ [state
one of the following: the offeror, a partner of the offeror, an officer of the offeror] making
the foregoing identified bid or proposal,
2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers,
representatives, agents, subcontractors, or employees have violated, are violating the
prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e).
Further, affiant promises, on behalf of offeror, not to violate the prohibition against
gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).
3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers,
representatives, agents, subcontractors, or employees have offered, given or agreed to give,
any government of Guam employee or former government employee, any payment, gift,
kickback, gratuity or offer of employment in connection with the offeror's proposal.
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf
of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 202__.

NOTARY PUBLIC

My commission expires _____, _____.

AG Procurement **Form 004** (Jul. 12, 2010)

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

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

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CITY OF _____)
) SS.
ISLAND OF GUAM)

1. The name of the offering company or individual is [state name of company].

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. This statement is made pursuant to 2 GAR Division 411108(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.

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

this _____ day of _____, 202_.

My commission expires _____, _____.

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

Procurement No.: FY2020 RFP 003- 2020

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

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

§ 5801. Wage Determination Established. In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits. In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

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

SIGNATURE

"REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR	
THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION	
By direction of the Secretary of Labor WAGE AND HOUR DIVISION	
WASHINGTON D.C. 20210	
Daniel W. Simms Wage Determination No.: 2015-5694	
Director Revision No.: 11	
Division of Date Of Last Revision: 12/23/2019	
Wage Determinations	

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		19.48
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
01261 - Personnel Assistant (Employment) I		15.95
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		21.78
01290 - Rental Clerk		11.10
01300 - Scheduler Maintenance		15.55
01311 - Secretary I		15.55
01312 - Secretary II		17.40
01313 - Secretary III		19.39

01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	19.48
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	11.44
05400 - Transmission Repair Specialist	13.61
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	11.45
07042 - Cook II	13.33
07070 - Dishwasher	9.12
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.40
09040 - Furniture Handler	9.95
09080 - Furniture Refinisher	16.40
09090 - Furniture Refinisher Helper	12.06
09110 - Furniture Repairer Minor	14.27
09130 - Upholsterer	16.40
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.29
11090 - Gardener	12.90
11122 - Housekeeping Aide	9.29
11150 - Janitor	9.29
11210 - Laborer Grounds Maintenance	9.74
11240 - Maid or Houseman	9.22
11260 - Pruner	8.72
11270 - Tractor Operator	11.80
11330 - Trail Maintenance Worker	9.74
11360 - Window Cleaner	10.37
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.10
12035 - Electroneurodiagnostic Technologist	25.10
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04

12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.69
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III Anesthetist	33.34
12316 - Registered Nurse IV	39.96
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.09
13013 - Exhibits Specialist III	29.47
13041 - Illustrator I	19.45
13042 - Illustrator II	24.09
13043 - Illustrator III	29.47
13047 - Librarian	26.68
13050 - Library Aide/Clerk	15.48
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.64
13061 - Media Specialist I	17.38
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.67
13071 - Photographer I	17.38
13072 - Photographer II	19.45
13073 - Photographer III	24.09
13074 - Photographer IV	29.47
13075 - Photographer V	35.65
13090 - Technical Order Library Clerk	18.74
13110 - Video Teleconference Technician	17.38
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	34.91
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.78

16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.78
16090 - Presser Hand	9.78
16110 - Presser Machine Drycleaning	9.78
16130 - Presser Machine Shirts	9.78
16160 - Presser Machine Wearing Apparel Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.40
19040 - Tool And Die Maker	20.61
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	14.47
21130 - Shipping/Receiving Clerk	14.47
21140 - Store Worker I	14.48
21150 - Stock Clerk	20.34
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.40
23120 - Bicycle Repairer	13.17
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	15.10
23140 - Carpet Layer	15.33
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	15.33
23182 - Electronics Technician Maintenance II	16.40
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.27
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.17
23311 - Fuel Distribution System Mechanic	17.46
23312 - Fuel Distribution System Operator	13.17
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.17
23392 - Gunsmith II	15.33
23393 - Gunsmith III	17.46
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	17.64
23440 - Heavy Equipment Operator	16.26
23460 - Instrument Mechanic	17.46
23465 - Laboratory/Shelter Mechanic	16.40
23470 - Laborer	11.37
23510 - Locksmith	16.40

23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	17.46
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	17.46
23592 - Metrology Technician II	18.56
23593 - Metrology Technician III	19.66
23640 - Millwright	17.46
23710 - Office Appliance Repairer	16.40
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	17.64
23810 - Plumber Maintenance	16.57
23820 - Pneudraulic Systems Mechanic	17.46
23850 - Rigger	17.46
23870 - Scale Mechanic	15.33
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	15.33
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.92
23965 - Well Driller	17.46
23970 - Woodcraft Worker	17.46
23980 - Woodworker	13.17
24000 - Personal Needs Occupations	
24550 - Case Manager	14.54
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.56
24620 - Family Readiness And Support Services Coordinator	14.54
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.46
25040 - Sewage Plant Operator	19.63
25070 - Stationary Engineer	17.46
25190 - Ventilation Equipment Tender	12.06
25210 - Water Treatment Plant Operator	19.63
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.47
29020 - Hatch Tender	21.47
29030 - Line Handler	21.47
29041 - Stevedore I	19.98
29042 - Stevedore II	22.96
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56

30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	25.57
30081 - Engineering Technician I	14.84
30082 - Engineering Technician II	16.66
30083 - Engineering Technician III	18.64
30084 - Engineering Technician IV	23.08
30085 - Engineering Technician V	28.24
30086 - Engineering Technician VI	34.16
30090 - Environmental Technician	23.08
30095 - Evidence Control Specialist	23.08
30210 - Laboratory Technician	20.77
30221 - Latent Fingerprint Technician I	25.57
30222 - Latent Fingerprint Technician II	28.24
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	28.24
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or (see 2)	20.77
Surface Programs	
30621 - Weather Observer Senior (see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.55
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	9.43
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.33
99050 - Desk Clerk	9.70
99095 - Embalmer	24.65
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	22.25
99252 - Laboratory Animal Caretaker II	24.31
99260 - Marketing Analyst	21.54
99310 - Mortician	24.65
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	14.32
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	13.63
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.44
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52

99832 - Surveying Technician	16.27
99840 - Vending Machine Attendant	22.25
99841 - Vending Machine Repairer	28.30
99842 - Vending Machine Repairer Helper	22.25

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading

and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AGREEMENT FOR

REVENUE CYCLE MANAGEMENT SERVICES

BETWEEN

AND

GUAM MEMORIAL HOSPITAL AUTHORITY (GMHA)

Contract for: Revenue Cycle Management Services
Project No: GMHA RFP No. 003-2020

THIS AGREEMENT FOR REVENUE CYCLE MANAGEMENT SERVICES ("Agreement") is entered by and between the GUAM MEMORIAL HOSPITAL AUTHORITY ("GMHA"), a public corporation and autonomous instrumentality of the Government of Guam, whose mailing address is 850 Governor Carlos G. Camacho Rd., Tamuning, Guam, 96913, and INDIVIDUAL OR COMPANY NAME, ("CONTRACTOR") *incorporated or organized* under the laws of _____, whose address is _____.

WHEREAS, the GMHA operates Guam's only public hospital known as the Guam Memorial Hospital ("GMH" or "Hospital") in Tamuning, Guam, and Skilled Nursing Facility ("SNF") in Barrigada, Guam; and

WHEREAS, the GMHA issued a Request for Proposal ("RFP") GMHA RFP 003-2020 soliciting Revenue Cycle Management ("RCM") services; and

WHEREAS, CONTRACTOR has submitted a statement of qualifications and an interest in providing such RCM services; and

WHEREAS, the award of this contract has been made pursuant to GMHA's procurement rules and regulations, the laws of Guam, and a finding by the Hospital Administrator/CEO that CONTRACTOR is the best qualified based upon evaluation factors set forth, and that negotiations of compensation have been determined to be fair and reasonable; and

NOW THEREFORE, GMHA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1 CONTRACT DOCUMENTS

It is hereby mutually agreed that the following list of documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made part hereof, and collectively evidence and constitute this Agreement between the parties hereto, and they are as fully a part of this Agreement, as if they were set out verbatim and in full herein:

- a. The Request for Proposal, GMHA RFP _____;
- b. Any addendum(s) to GMHA RFP _____;
- c. CONTRACTOR's proposal in response to GMHA RFP _____; and
- d. This Agreement and any Amendment thereto.

SECTION 2 CONTRACT TERM

A. Contract Term. Subject to the termination clause of this Agreement, the Contract shall be for a period of one (1) year from the initial contract approval date which is the date all approving signatures required by Guam law are affixed (the "Initial Term").

B. Renewal Terms. This Contract may be renewed, at the sole discretion of the Hospital, for two (2) additional one (1) year terms (each a "Renewal Term"), subject to the appropriation and availability of funds thereafter.

SECTION 3 SCOPE OF SERVICES

CONTRACTOR shall provide administrative and clinical functions that contribute to the capture, management, and collection of patient service revenue in accordance with the Healthcare Financial Management Association (HFMA). In addition to overseeing GMHA's RCM and recommending appropriate RCM structure, CONTRACTOR will provide guidance and training to GMHA staff until such time that GMHA's capabilities are mature enough to manage its RCM. CONTRACTOR functions shall also include:

1. Charge Capture: Rendering patient services into billable charges
2. Claim Submission: Timely filing of claims of billable fees to insurance companies
3. Coding: Appropriate coding diagnoses and procedures
4. Patient Collections: Determining self-pay balances and collecting payments
5. Preregistration: Collecting preregistration information before patient arrives for scheduled inpatient or outpatient procedures
6. Registration: Collecting subsequent patient information during registration to establish a Medical Record Number and meet various regulatory, financial and clinical requirements
7. Remittance Processing: Applying or rejecting payments through remittance processing
8. Third-Party Follow-Up: Collecting payments from third-party insurers.
9. Medicare Cost Reporting
10. Update and Maintenance of GMHA Charge Master

SECTION 4 COMPENSATION

A. Compensation. GMHA agrees to compensate CONTRACTOR _____ percent (____%) of any dollar collected, not charged (actual monies collected) in a given month that are above GMHA's estimated monthly collection rate of _____. CONTRACTOR will also be compensated _____ percent (____%) of any dollars collected for any unbilled, uncollected or denied claims that GMHA refers to CONTRACTOR and for which CONTRACTOR obtains payment on behalf of the GMHA.

B. Invoices. CONTRACTOR shall submit a monthly invoice recording the description of services provided. Payment for services rendered will be made within thirty (30) days of receipt of a monthly invoice provided by CONTRACTOR to GMHA, or as otherwise agreed to by the parties.

SECTION 5 PRICE ADJUSTMENT CLAUSE

Price Adjustment Methods. Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
2. by unit prices specified in the contract or subsequently agreed upon;
3. 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;
4. in such other manner as the parties may mutually agree; or
5. in the absence of an agreement between the parties, by a unilateral determination by the Hospital Administrator of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Hospital Administrator in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Act.

SECTION 6 EMPLOYEE BENEFITS, TAXES, AND INSURANCE

CONTRACTOR agrees there shall be no employee benefits attendant to this Agreement, including, but not limited to:

- (a) Insurance coverage provided by the GMHA;
- (b) Participation in the Government of Guam retirement system
- (c) Accumulation of vacation leave or sick leave; and
- (d) Workers Compensation coverage.

A. Status. CONTRACTOR and its officers, agents, servants, subcontractors and employees are independent contractors performing services for GMHA and are not employees of either GMHA or the Government of Guam. CONTRACTOR and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. CONTRACTOR agrees that CONTRACTOR and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GMHA at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any

action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between CONTRACTOR and GMHA a relationship of partnership, agency, association, joint venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party.

B. Tax and Withholding Liability. CONTRACTOR assumes responsibility for its personnel providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, employee benefits, or any other payments required by the governments of the United States and Guam, if required.

C. Wage and Benefits Compliance. CONTRACTOR warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111, including a guaranteed minimum of ten (10) paid holidays per annum per employee. If this Agreement is renewed or extended for any period of time, Contractor stipulates that the Wage and Benefit Determination promulgated by the U.S. Department of Labor on the date most recent to the renewal or extension date shall apply. Contractor assumes all liability for, and hereby indemnifies GMHA from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

SECTION 7 SCOPE OF AGREEMENT

This Agreement supersedes any and all prior agreements, either oral or in writing, if any, between the parties hereto and contains all of the covenants and agreements between the parties with respect to such agreement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

This Agreement and any modification hereto, is not binding until approved by the Attorney General of Guam and executed by the Governor of Guam. Any modification of this Agreement will be effective only if it is in writing, approved by the Attorney General of Guam and executed by the Governor of Guam. Notwithstanding the foregoing, the approval of the Attorney General of Guam and execution by the Governor of Guam will not be required for notices of termination.

SECTION 8 AVAILABILITY OF FUNDS

This Agreement is contingent upon the availability of governmental funds. Funds are available for the first fiscal period (or Initial Term) of this Agreement. In the event that funds are not available for any succeeding fiscal period, the remainder of such contract shall be cancelled. The Government of Guam and GMHA shall have no liability under this contract to CONTRACTOR or to anyone else beyond funds available for this Agreement. GMHA may

modify this Agreement based upon the availability of funds in succeeding fiscal periods. In such an event, GMHA shall promptly provide notice to CONTRACTOR, and the Parties may attempt to renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, or decide not to attempt renegotiation, then either Party may terminate this Agreement.

SECTION 9 ACCESS TO RECORDS AND AUDIT 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 office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement, for inspection by GMHA. Each subcontract by CONTRACTOR pursuant to this Agreement shall include a provision containing the conditions of this Section.

SECTION 10 RESPONSIBILITY OF THE CONTRACTOR

CONTRACTOR shall be responsible for the professional and technical accuracy of all services and materials furnished under this Agreement. The Contractor shall, without additional cost to GMHA, correct or revise all errors or deficiencies in its performance. Under no circumstance shall CONTRACTOR be responsible for the acts, errors or deficiencies of GMHA's personnel. GMHA's review, approval, acceptance of, and payment of compensation required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the CONTRACTOR's failure in the performance of this Agreement; and the CONTRACTOR shall be and remain liable to GMHA for all costs of any kind which may be incurred by GMHA as a result of the CONTRACTOR's negligent performance of any work contracted under this Agreement.

SECTION 11 INDEPENDENT AGENT

For the purposes of the Government Claim Act, CONTRACTOR shall not be considered an agent of the GMHA or the Office of the Attorney General with respect to any acts performed by it in connection with the discharge of duties of this Agreement. Contractor contracts herein with the GMHA as an independent contractor and is neither an employee nor an agent of the GMHA for the purpose of performing the services hereunder.

SECTION 12 TERMINATION

A. Termination for Default, Nonperformance or Delay, Damages for Delay, Time Extensions.

1. Default. 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

contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, GMHA may notify CONTRACTOR in writing of the delay or on-performance and if not cured in ten (10) days or any longer time specified in writing by GMHA, GMHA 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 GMHA may procure similar supplies or services in a manner and upon terms deemed appropriate by GMHA. 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.

2. CONTRACTOR 's Duties. Notwithstanding termination of the contract and subject to any directions from the GMHA, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of CONTRACTOR in which GMHA and the Territory of Guam has an interest.

3. Compensation. Payment for completed services delivered and accepted by GMHA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by CONTRACTOR and the GMHA; if the parties fail to agree, GMHA shall set an amount subject to CONTRACTOR 's rights under Article 9 (Legal and Contractual Remedies) of the Guam Memorial Hospital Authority Procurement Regulations.

4. 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 CONTRACTOR to make progress in the prosecution of the work hereunder which endangers such performance) if CONTRACTOR has notified GMHA within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts 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 contract requirements. Upon request of CONTRACTOR, GMHA 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 contract, the delivery schedule shall be revised accordingly, subject to the rights of the Territory of Guam under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

5. 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 (4) (Excuse for Nonperformance or Delayed

Performance) of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to the clause providing for termination for convenience.

6. 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 contract.

B. Termination for Convenience

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

2. CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination 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.

3. Compensation

a. 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 26 GAR, Div. 2 §16319 (Cost or Pricing Data) of the Guam Memorial Hospital Authority Procurement Rules and Regulations bearing on such claim. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the GMHA may pay CONTRACTOR, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

b. The GMHA and CONTRACTOR may agree to a settlement provided CONTRACTOR has filed a termination claim supported by cost or pricing data to the extent required by 26 GAR, Div. 2 §16319 (Cost or Pricing Data) of the Guam Memorial Hospital Authority Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the GMHA, and the contract price of the work not terminated.

c. Absent complete agreement under Subparagraph (2) of this Paragraph, the GMHA shall pay CONTRACTOR the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

- (i) contract prices for 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) that shall be no less than the fees due for the portion of the term calculated up-through the date of termination calculated on a pro-rata basis, less amounts paid or to be paid for accepted services; provided, however, that if it appears that

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 Paragraph (b) of this clause. These costs must not include costs paid in accordance with Subparagraph (3)(b) 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 thereunder, 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 CONTRACTOR under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of CONTRACTOR reduced by the amount of payments otherwise made and the contract price of work not terminated.

d. Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Article 7 (Cost Principles) of the Guam Memorial Hospital Authority Procurement Rules and Regulations.

C. Termination Without Cause

GMHA will reserve the right to terminate the contract without cause with a minimum of thirty (30) days written notice. Termination or cancellation of the contract will not relieve CONTRACTOR of any obligations for any deliverables or obligations entered into prior to the termination of the contract (i.e. reports, statement of accounts, etc. required and not received).

SECTION 13 DISPUTES

A. GMHA and CONTRACTOR agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then CONTRACTOR shall request the government in writing to issue a final decision within sixty (60) days after receipt of the written request. If the government does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties in writing, then CONTRACTOR may proceed as though the government had issued a decision adverse to CONTRACTOR.

B. GMHA shall immediately furnish a copy of the decision to CONTRACTOR, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

C. GMHA's decision shall be final and conclusive, unless fraudulent or unless CONTRACTOR appeals the decision.

D. This subsection applies to appeals of GMHA's decision on a dispute. For money owed by or to GMHA under this Agreement, CONTRACTOR shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by GMHA or from the date when a decision should have been rendered. For all other claims by or against GMHA arising under this contract, the Office of the Public auditor has jurisdiction over the appeal from the decision of GMHA. Appeals to the Office of the Public Auditor must be made within sixty (60) days of GMHA's decision or from the date the decision should have been made.

E. CONTRACTOR shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

F. CONTRACTOR shall comply with GMHA's decision and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the contract, except where CONTRACTOR claims a material breach of the contract by GMHA.

SECTION 14

CLAIMS BASED UPON GMHA'S ACTIONS OR OMISSIONS

A. **Notice of Claim.** If any action or omission on the part of the GMHA, 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 GMHA, 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:

(1) CONTRACTOR shall have given written notice to the GMHA:

- (a) prior to the commencement of the work involved, if at that time CONTRACTOR knows of the occurrence of such action or omission;
- (b) within thirty (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
- (c) within such further time as may be allowed by the GMHA 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 GMHA, 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 GMHA.

(2) 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

- (3) CONTRACTOR maintain and, upon request, makes available to the GMHA 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 CONTRACTOR from compliance with any rules of law precluding any territorial officers and any contractor from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

SECTION 15 REMEDIES

Any dispute arising under or out of this Agreement is subject to the provisions of Article 9 (Legal and Contractual Remedies) of the Guam Memorial Hospital Authority Procurement Rules and Regulations.

SECTION 16 INDEMNIFICATION

To the fullest extent permitted by law CONTRACTOR shall indemnify and hold harmless GMHA, and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

SECTION 17 GOVERNING LAW AND JURISDICTION

Except to the extent United States federal law is applicable, the validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of Guam. CONTRACTOR hereby expressly consents to the jurisdiction and venue of Guam with respect to any protest or dispute resolution, and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by Guam Procurement Law. CONTRACTOR waives any and all rights it may otherwise have to contest the same or to proceed with any claims arising by reason of this Agreement in a different jurisdiction, forum, or venue.

SECTION 18 GOVERNMENT NOT LIABLE

A. GMHA assumes no liability for any accident or injury that may occur to CONTRACTOR, its agents, dependents, or personal property while in execution of duties under this contract.

B. GMHA shall not be liable to CONTRACTOR for any services performed by CONTRACTOR prior to the approval of this Agreement by the Hospital Administrator and the CONTRACTOR hereby expressly waives any and all claims for compensation for acts performed in expectation of this contract prior to its approval by the Governor of Guam.

SECTION 19 ASSIGNMENT OF AGREEMENT

It is expressly acknowledged that CONTRACTOR is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not CONTRACTOR utilizes one or more subcontractors for such purpose. The right and interest of CONTRACTOR under this Agreement (including, but not limited to, CONTRACTOR's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of GMHA. In the event of a permissive subcontract or assignment of this Agreement by CONTRACTOR, CONTRACTOR agrees that any subcontractors retained by CONTRACTOR or assignees shall be subject to all provisions of this Agreement.

SECTION 20 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

SECTION 21 ATTORNEY'S FEES PROVISION

If GMHA retains an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach thereof, or GMHA commences an action for any of the foregoing reasons or to resolve any dispute relating to this Agreement, and GMHA prevails, then GMHA shall be entitled to recover from CONTRACTOR GMHA's reasonable attorney's fees, cost and expenses incurred in connection with any such action. If CONTRACTOR retains an attorney or attorneys regarding this Agreement, any recovery of attorney's fees, costs or expenses from GMHA by CONTRACTOR is limited by and subject to the Government Claims Act and any other applicable law.

SECTION 22 MANDATORY PROHIBITIONS

A. Prohibition of Gratuities, Kickbacks, and Favors.

1. Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
2. Kickbacks. 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 for the award of a subcontract or order.
3. Favors to the Territory. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the Territory or for any employee or agent of the Territory to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the Territory whether or not such favor or gratuity may be considered a reimbursable expense of the Territory, during the pendency of any matter related to procurement, including contract performance warranty periods.”

B. Prohibition of Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

SECTION 23 WARRANTIES BY CONTRACTOR

A. Warranty against Employment of Sex Offenders. CONTRACTOR warrants that: (1) no person providing services on behalf of CONTRACTOR has been 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; and (2) 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.

B. Covenant against Contingent Fees. CONTRACTOR represent that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

C. Representation Regarding Gratuities and Kickbacks. CONTRACTOR 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 §11-206 (Gratuities and Kickbacks) of the Guam Memorial Hospital Authority Procurement Rules and Regulations. CONTRACTOR further agree to execute and file a Non-Gratuity Affidavit before final payment under the Agreement is made by GMHA.

D. Ethical Standard. CONTRACTOR 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 forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the Guam Memorial Hospital Authority Procurement Rules and Regulations.

SECTION 24 MISCELLANEOUS PROVISIONS

A. General Compliance with Laws. CONTRACTOR shall be required to comply with all Federal and Territorial laws and ordinances. CONTRACTOR shall attach a copy of appropriate business license or a statement of exemption pursuant to Title 11 of the Guam Code Annotated §70126 and §70130.

B. Invalid or Unenforceable Provisions. In the event that any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

SECTION 25 NOTICE

All notices, requests, demands and other communications (collectively, "Notices") or any other communication provided for herein shall be in writing and shall have been deemed to have been duly given if placed in the U.S. mail, certified mail, return receipt requested OR by commercial courier or delivery service which provides a delivery tracking feature, addressed as follows:

ATTN: _____, Title

GUAM MEMORIAL HOSPITAL AUTHORITY
ATTN: Materials Management Department
850 Gov Carlos Camacho Rd.
Oka Tamuning, Guam 96913-3128

Said notices shall be deemed given on the earlier of (a) actual receipt; or (b) ten (10) business days following the date such notices are deposited in the U.S. Mail, properly addressed and sent via certified mail or placed with a commercial courier or delivery service. If the last day of any notice period falls on a Saturday, Sunday or federal holiday, such notice period shall be extended to the next regular business day. Either party may change the address or designated person for receiving Notices by providing notice to the other party in accordance with this Section.

SECTION 26
TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit any information or documentation in digital form, they shall establish necessary protocols governing such transmissions, unless otherwise already provided in this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be made effective as of the date first entered above.

**GUAM MEMORIAL HOSPITAL
AUTHORITY**

AUTHORIZED AGENT
Title

Date: _____

LILLIAN PEREZ-POSADAS, RN, MN
Hospital Administrator/CEO

Date: _____

YUKARI HECHANOVA
Chief Financial Officer, Acting

Guam Memorial Hospital Authority
Cost Center: G/L – Account #: _____

Date: _____

THERESE OBISPO
Chairman, Board of Trustees
Guam Memorial Hospital Authority

APPROVED AS TO FORM:

**APPROVED AS TO LEGALITY AND
FORM:**

MINAKSHI V. HEMLANI, ESQ.
Legal Counsel
Guam Memorial Hospital Authority

LEEVIN T. CAMACHO, ESQ.
Attorney General of Guam

Date: _____

Date: _____

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam

Date: _____