

Request for Proposals (RFP) No.: DYA RFP-15-001
YOUTH PROGRAMS FOR RUNAWAYS, HOMELESS, OR VICTIMS OF ABUSE
ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective Offeror, you must fill out this Acknowledgement Receipt Form. Please submit form through fax at (671) 734-7536 or email to jeannette.toves@dya.guam.gov.

Name/Title _____

Signature _____

Date/Time _____

Contact Number _____

Fax Number _____

Email Address _____

Organization/Address _____

Department of Youth Affairs (DYA) recommends that prospective Offerors register with DYA to ensure that they receive notices regarding any changes or updates to the RFP.

Only registered persons will receive official communications from DYA regarding the RFP and only proposals from registered persons will be accepted. Persons receiving copies of the RFP through downloads from the internet in keeping with 5 GCA Section 5220, P.O. 31-228 effective June 15, 2012 will not receive amendments, unless they complete and submit the DYA registration contact information. Receipt and acknowledgement of all RFP amendments is required of all Offerors submitting proposals. DYA shall not be liable for failure to provide notice to any party who does not register contact information.

Deadlines: Prior to the submission of proposals, all written questions regarding the RFP are due no later than **Friday, June 12, 2015 at 1:00 p.m. (Guam Standard Time)**. DYA will respond only to questions received by this deadline. **On or before day, Tuesday, June 16, 2015**, DYA expects to provide its responses to the written questions. Responses will be sent via facsimile.

All written proposals must be received at the DYA, 169 San Isidro Street, Mangilao, no later than **Tuesday, June 23, 2015 at 4:00 p.m. (Guam Standard Time)**.

DYA will not entertain any late submission of questions and late proposals will not be evaluated.

DEPARTMENT OF YOUTH AFFAIRS
Government of Guam
REQUEST FOR PROPOSALS (RFP)
RFP Number: DYA RFP-15-001

YOUTH PROGRAMS FOR RUNAWAYS, HOMELESS, OR VICTIMS OF ABUSE

The Department of Youth Affairs (DYA) is requesting proposals from qualified non-governmental organizations to provide services for youths under 18 who are runaways, homeless, or victims of abuse, inclusive of juvenile offenders, status and non-offenders, or under the auspices of DYA and those who are not already receiving services from the child welfare or juvenile justice system.

RFP packets are available for public viewing and pick up at the DYA Director's Office, located at 169 San Isidro Street, Mangilao, beginning Wednesday, June 3, 2015 from 8:00 a.m. – 5:00 p.m. and is downloadable at www.dya.guam.gov in a pdf format. DYA recommends that prospective Offerors register with DYA to ensure that they receive notices regarding any changes or updates to the RFP. DYA shall not be liable for failure to provide notice to any party who does not register contact information.

Interested Offerors shall submit proposals to the DYA Director's Office, Attn: Grace R. Taitano, Youth Development Administrator, 169 San Isidro Street, Mangilao, no later than Tuesday, June 23, 2015 at 4:00 p.m. (Guam Standard Time). Telephone: 735-5010. **Late submissions shall not be evaluated.**

 5/29/15
Adonis J. Mendiola, Director

This advertisement is paid for by local Government of Guam Funds.
DYA is an equal opportunity provider and employer.

**DEPARTMENT OF YOUTH AFFAIRS
Government of Guam**

**REQUEST FOR PROPOSAL
DYA RFP-15-001**

YOUTH PROGRAMS FOR RUNAWAYS, HOMELESS, OR VICTIMS OF ABUSE

Date Issued: Wednesday, June 3, 2015

Deadline for Submission: Tuesday, June 23, 2015 at 4:00 p.m. (Guam Standard Time)

PICK-UP:

Date: _____ Time: _____

Name: _____

Organization: _____

Contact Numbers: _____
(Office / Facsimile)

Email Address: _____

Signature: _____

Witness:

Name / Title

Signature

Date / Time

Only registered persons will receive official communications from DYA regarding the RFP and only proposals from registered persons will be accepted. Persons receiving copies of this RFP through downloads from the internet in keeping with 5 GCA Section 5220, P.L. 31-228 effective, June 15, 2012 will not receive amendments to the RFP or other communications related to the procurement, unless they complete and submit the DYA registration contact information. Receipt and acknowledgement of all RFP amendments is required of all Offerors submitting proposals.

**DEPARTMENT OF YOUTH AFFAIRS
Government of Guam**

**REQUEST FOR PROPOSAL
DYA RFP-15-001**

YOUTH PROGRAMS FOR RUNAWAYS, HOMELESS, OR VICTIMS OF ABUSE

Date Issued: Wednesday, June 3, 2015

Deadline for Submission: Tuesday, June 23, 2015 at 4:00 p.m. (Guam Standard Time)

SUBMISSION:

Date: _____ Time: _____

Name: _____

Organization: _____

Contact Numbers: _____
(Office / Facsimile)

Email Address: _____

Signature: _____

Witness:

Name / Title

Signature

Date / Time

Only registered persons will receive official communications from DYA regarding the RFP and only proposals from registered persons will be accepted. Persons receiving copies of this RFP through downloads from the internet in keeping with 5 GCA Section 5220, P.L. 31-228 effective, June 15, 2012 will not receive amendments to the RFP or other communications related to the procurement, unless they complete and submit the DYA registration contact information. Receipt and acknowledgement of all RFP amendments is required of all Offerors submitting proposals.

**DEPARTMENT OF YOUTH AFFAIRS
Government of Guam**

REQUEST FOR PROPOSALS

Number: DYA RFP-15-001

Youth Programs for Runaways, Homeless, or Victims of Abuse

100% Government of Guam Local Funds

Issued: Wednesday, June 3, 2015

Deadline for Submission: Tuesday, June 23, 2015 at 4:00 p.m. (Guam Standard Time)

Place of Submission:

**Director's Office
Department of Youth Affairs
169 San Isidro Street
Mangilao, Guam 96913**

Contact for the Procurement:

**Grace R. Taitano, Youth Development Administrator
Telephone – (671) 735-5010
Facsimile – (671) 734-7536**

 

Adonis J. Mendiola, Director Date

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I. GENERAL OVERVIEW

A. INTRODUCTION:

100% Government of Guam locally funded.

The Government of Guam, Department of Youth Affairs (DYA) is soliciting Request for Proposals (RFP) Number: DYA RFP-15-001 from qualified non-governmental organizations for services to youth who are runaways, homeless, or victims of abuse, inclusive of those juvenile offenders, status and non-offenders involved in the juvenile justice system or auspices of DYA; and youths who are not already receiving services from the child welfare or juvenile justice system.

B. BACKGROUND:

DYA, an agency of the government of Guam, was established by 5 GCA §3117 and the Youth Affairs Act of 1978 (Public Law 14-110). Under Title 19 Guam Code Annotated, Division 2 Chapter 20, DYA plans, coordinates, and/or implements programs, services, and activities geared towards youth development, rehabilitation, and involvement in the community without duplicating existing programs of other agencies of the government of Guam. Further background information on DYA and its programs are available at <http://dya.guam.gov/>

Through annual appropriation by the Guam Legislature (Public Law 32-181, effective September 5, 2014), DYA is authorized to contract with qualified non-governmental organizations for services for youths under 18 who are runaways, homeless, or victims of abuse. Since 1997, General Funds have consistently been appropriated to fund programs for these youths. These services are necessary to augment limited government resources and provide emergency care.

In 2013, the Guam Police Department handled 159 beyond control/ runaway cases, compared to 196 cases in 2012 and 189 cases in 2011. The Census Data 2012 Guam Yearbook reports that in 2007, there were 364 homeless youth under the age of 19, of which 36 resided in shelters. Furthermore, the Guam Department of Public Health and Social Services' Child Protective Services received 1,894 referrals in 2013 compared to 1,988 referrals in 2012 (Census Data 2012 Guam Yearbook).

In addition, the Offeror shall be cognizant of the provisions of the Guam Department of Public Health and Social Services' requirements of licensing shelters and laws to ensure the health and safety of youths. The Offeror shall comply with applicable health and safety requirements, Tobacco-Free Workplace and Public Law 103-227, Part C, Environmental Tobacco Smoke, known as Pro-Children Act of 1994.

The Offeror shall also adhere to Child Protective Services P.L. 20-209, §88201 "Persons required to report suspected child abuse or neglect. (a) Any person who, in the course of

his or her employment, occupation or practice of his or her profession, comes into contact with shall report when he or she has reason to suspect on the basis of his or her medical, professional or other training and experience that a child is an abused or neglected child. No person may claim "privileged communications" as a basis for his or her refusal or failure to report suspected child abuse or neglect or to provide Child Protective Services or the Guam Police Department with required information."

Under §88203, the Offeror shall follow reporting responsibilities, "Reports suspected child abuse or neglect from persons required to report under §88201 shall be made immediately by telephone and followed up in writing within 48 hours after the oral report. Oral reports shall be made to Child Protective Services or the Guam Police Department." Procedures shall be in place to report allegations of abuse/neglect, including follow up on referrals submitted.

Furthermore, the Offeror shall comply with applicable laws such as the Civil Rights and Americans with Disabilities Act to accommodate youth with special needs/disabilities. Offers shall provide services to any and all youth who meet eligibility requirements of the program and guidelines, inclusive of persons with special needs and/or physical, emotional and mental disabilities.

C. DEADLINE FOR SUBMISSION OF PROPOSALS:

Deadline for Submission of All Proposals: Tuesday, June 23, 2015 at 4:00 p.m. (Guam Standard Time). All proposals must be typewritten. An original and three (3) copies of the proposal must be submitted to the attention of the Youth Development Administrator, Division of Youth Development. **Proposals submitted after this date and time will not be considered.**

D. RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT:

DYA shall have the right to reject all offers, and/ or individual offers in whole or in part and/ or cancel this RFP, if it is determined to be in the best interest of DYA as provided for in the procurement laws. Reasons for rejection of individual proposals include, but are not limited to: (a) the Offeror is non-responsible as determined under 2 GAR Div. 4 §3116; (b) the proposal ultimately fails to meet the announced requirements of the purchasing agency in some material respect notwithstanding opportunity for altering or clarifying the proposal; (c) the proposed price is clearly unreasonable; or (d) the rejection of the proposal in whole or in part is in the best interest of the territory [2 GAR, Div. 4 § 3115(e) (2)].

In the event of rejection of all proposals or cancellation of the procurement, proposals that have been unsealed shall remain the property of DYA and not returned to the respective Offerors. A proposal that has not been unsealed (such as late proposals) will be returned to the Offeror upon request of the Offeror.

E. GENERAL AUTHORITY FOR PROCUREMENT:

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

DYA is issuing this Request for Proposals subject to the competitive selection procedures for professional services and all other applicable provisions of the Guam Procurement Law and the Guam Procurement Regulations.

F. RIGHT TO AWARD:

DYA reserves the right to award separate contracts or to award Offerors any number of combination of the services for which a proposal may be submitted. DYA shall have the right to reject multiple or alternate RFPs in whole or in part and/ or cancel this RFP, if it is determined to be in the best interest of DYA as provided for in the procurement laws [2 GAR, Div. 4 § 3102(d)].

G. DETERMINATION TO USE COMPETITIVE SELECTION PROCEDURE:

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

By issuing this RFP, the DYA has determined (a) that the services to be acquired are a type of service specified in 2 GAR Div. 4 §3114(a) for competitive selection of services; (b) a reasonable inquiry has been conducted on the availability of such personnel to perform the services and that the territory does not have the personnel or resources to perform the services required under the proposed contract(s); (c) that the DYA will utilize services of a qualified non-governmental entity to provide services to youth who are runaways, homeless, or victims of abuse. DYA has developed, and fully intends to implement a written plan for utilizing such services as will be included in the contractual statement of work.

H. PURCHASING AGENCY AND OFFERORS:

The Guam Procurement Law authorized government agencies to act as a “purchasing agency” for the purpose of procuring professional services such as those described in Section III. Scope of Services, without going through the government’s General Services

Agency. DYA as a government agency is issuing this RFP as DYA RFP-15-001, and acts as a purchasing agency.

I. LIABILITY FOR COSTS TO PREPARE PROPOSALS:

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

J. APPLICABILITY OF GUAM PROCUREMENT LAW:

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

K. REGISTRATION OF INTERESTED PARTIES:

Those picking up a hard copy of the Request for Proposals package at the DYA will be asked to sign a registry log. Those submitting RFP packages will also be asked to sign a registry log. Only registered persons will receive official communications from DYA regarding the RFP and only proposals from registered persons will be accepted. Persons receiving copies of this RFP through downloads from the internet in keeping with 5 GCA Section 5220, P.L. 31-228 effective, June 15, 2012 will not receive amendments to the RFP or other communications related to the procurement, unless they complete and submit the DYA registration contact information. Receipt and acknowledgement of all RFP amendments is required of all Offerors submitting proposals.

L. REQUIREMENTS AND INSTRUCTIONS:

1. Written Proposals

All proposals must be typewritten and include a cover letter. DYA will not accept handwritten proposals.

2. Signatures in Ink

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

3. Erasures and Strikeouts

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

4. Contents of Proposal

The Offeror's response to the items mentioned in Section III. Scope of Services shall be considered the Offeror's proposal. Proposals shall be prepared simply and economically, providing straightforward, concise description of the Offeror's ability to fulfill the requirements of the proposal. In order to ensure a uniform review process

and to obtain the maximum degree of comparability, DYA prefers that the contents of the proposal be organized and submitted in the following manner, format, and order indicated on in Section III. Scope of Services, Item D, Minimum Information Required in the Proposal. The mandatory forms (Appendix A) should follow.

5. Inclusion of Proposal Contents in Contract

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

6. Requests for Non-Disclosure

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

7. No Conflict of Interest

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

8. Certification of Independent Price Determination

The Offeror must include in the cover letter a statement certifying that the rate the Offeror proposes (which shall be placed in a separate sealed envelope) was independently arrived at without collusion with any other Offeror.

9. Acknowledgement of Receipt of Amendments

If DYA issues any amendments to the Request for Proposals, the Offeror must acknowledge receipt of each individual amendment in the cover letter.

II. GENERAL PROCEDURES

A. NOTICE OF INFORMATION FOR PROPOSALS:

The procurement regulations provide that notice of a Request for Proposals for services is adequate if published in a newspaper of general circulation at least 10 days before the proposals are due. Hence, notice of this Request for Proposals will be advertised in the Guam Marianas Variety published in Tamuning, Guam.

B. QUESTIONS AND ANSWERS:

Questions concerning this RFP may be asked in writing and written responses will be given in the following manner. Only potential Offerors who have signed the registry log and obtained a Request for Proposals packet may submit written questions to DYA. **DYA must receive the questions no later than Friday, June 12, 2015 at 1:00 p.m. (Guam**

Standard Time). DYA will respond only to questions received by this deadline. Oral statements made by DYA or its agents are not binding. **On or before Tuesday, June 16, 2015,** DYA expects to provide its responses to the written questions. Responses to questions will be sent via facsimile.

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

Questions should be submitted to the Youth Development Administrator, at one of the following addresses:

(a) Via U.S. Postal Service:

Department of Youth Affairs
169 San Isidro Street
Mangilao, Guam 96913

Attention: Youth Development Administrator

(b) Via facsimile to the Department of Youth Affairs at (671) 734-7536

Attention: Youth Development Administrator

C. RECEIPT AND REGISTRATION OF PROPOSALS:

Proposals and modifications to the RFP will be time-stamped upon receipt and held in a secure place until the established due date. Proposals will not be opened publicly nor disclosed to unauthorized persons, but will be opened in the presence of two employees designated by the DYA Director to act as administrators for this Request for Proposals. DYA will keep a Register of proposals identifying the RFP, the names of the Offerors, and the number of modifications received, if any, by each Offeror. The Register is not open for public inspection until after award of a contract. Proposals of Offerors not awarded do not become public records.

D. OPENING OF PROPOSALS:

After the deadline for submission of proposals and as soon as practicable, DYA's two administrators shall unseal each proposal in the order received and conduct a preliminary review of each proposal to see whether the proposal contains the mandatory forms required by law as a condition to making an offer. The lack of any one of the forms is cause for a finding of non-responsiveness and automatic rejection of the proposal without evaluation of the detailed plan. Proposals will then be

evaluated. Any Offeror submitting a non-responsive proposal will receive a written Notice of Non-Responsiveness.

E. EVALUATION PROCESS:

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

F. DISCUSSIONS DURING EVALUATION:

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

G. RULING ON REQUESTS FOR NON-DISCLOSURE OF INFORMATION:

During discussions or evaluations, the Evaluation Committee will examine any request for non-disclosure to determine its validity. If the Evaluation Committee does not grant the request, then DYA must inform the Offeror in writing those portions which will be open for disclosure should the Offeror be awarded the contract and why. If the Offeror does not agree or is dissatisfied with the ruling for any reason, then the Offeror may withdraw the proposal or submit a protest according to the procedures set out in the Guam Procurement Law. If the proposal is not withdrawn and no protest is received, then if an award is made to such Offeror, DYA may disclose those portions of the proposal for which a non-disclosure request was not granted.

H. MODIFICIATION OR WITHDRAWAL OF PROPOSALS:

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

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

I. RANKING OF OFFERORS AND DETERMINATION OF BEST QUALIFIED OFFEROR(S):

Upon conclusion of the evaluations, the administrators will tabulate the points assigned by the Evaluation Committee and rank the Offerors from the highest number of points received to the lowest number. Soon after ranking is completed, DYA will send each Offeror written notice of its ranking without identifying the other Offerors or their ranking, along with further instructions.

J. SELECTION OF BEST QUALIFIED OFFEROR(S):

The proposals receiving the most points based on the evaluation process found in Section III, Scope of Services item E and upon approval of the DYA Director, are the best qualified Offerors.

K. NEGOTIATIONS OF BEST QUALIFIED OFFEROR(S):

Negotiations for prices and other items of a contract will begin with the highest ranked Offerors for each of the services described with the opening of the sealed envelope containing the Offerors' prices. The DYA Director or his designee/designees may conduct the negotiations. If an agreement can be reached as to a fair and reasonable price, and as to any other contract terms which require negotiation, then DYA shall send the best qualified Offerors' Notices of Intent to Award in electronic form, letter, or by facsimile and contracts will be prepared for the signatures by the parties.

L. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR(S):

DYA will negotiate with the Best Qualified Offerors. In the event DYA fails to secure the contracts and fair and reasonable pricing with the best qualified Offerors, DYA shall notify such Offerors of the termination of negotiations in writing within one (1) week of such failure, either in electronic form or by facsimile. DYA may enter into negotiations with the next best qualified Offeror.

M. FUNDS:

This procurement is 100% funded by Government of Guam appropriation funds for contracting services to youth who are runaways, homeless, or victims of abuse, Public Law 32-181, September 5, 2014.

N. SEALED COST/ PRICING RATE SCHEDULE:

Each Offeror must submit a price proposal *for each year* and enclose a complete budget proposal *in a separate sealed envelope marked "Price Proposal"*. Only one (1) sealed envelope containing the Offeror's price proposal should be submitted. See sample forms of the Proposed Budget Analysis and Staffing Pattern (**Appendix B**).

O. PACKAGING OF PROPOSALS:

1. Number of Copies. Provide the original proposal plus three (3) copies, except for the Price Proposal, of which only one (1) sealed envelope should be submitted.
2. Sealed Envelope or Container. The original proposal and three (3) copies, along with the one (1) sealed price proposal, must be placed in an envelope or envelopes, or other container and sealed.
3. Information on Sealed Envelope or Container. On the face of the sealed envelope or container, the following information shall be clearly marked:

NOT TO BE OPENED EXCEPT BY THE YOUTH DEVELOPMENT ADMINISTRATOR OR DESIGNEE

Proposal for DYA RFP-15-001

Submitted by (the Offeror's name, address, and telephone number)

P. DELIVERY:

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

Department of Youth Affairs
169 San Isidro Street
Mangilao, Guam 96913

Q. DUE DATES FOR SUBMISSION:

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

1. Questions Prior to Submission of RFPs. All written questions regarding the Request for Proposal are due no later than **1:00 p.m. (Guam Standard Time), Friday, June 12, 2015.**

2. Proposals. All typewritten proposals must be received at DYA no later than **4:00 p.m. (Guam Standard Time), Tuesday, July 23, 2015.**

III. SCOPE OF SERVICES

The **DEPARTMENT OF YOUTH AFFAIRS** is requesting for proposals from **QUALIFIED NON-GOVERNMENTAL ORGANIZATIONS**. DYA is issuing this Request for Proposals Number: DYA RFP-15-001 for qualified non-governmental organizations to provide services to youth who are runaways, homeless, or victims of abuse, as described in **SECTION III. SCOPE OF SERVICES**. Offerors must be equipped and capable of providing temporary housing or emergency shelter 24 hours a day, seven (7) days a week for up to 10 youths per month or maximum bed-space capacity with basic necessities (meals, clothing, medical, education, etc.), transportation, crisis intervention and assessment, case management and linkage to supportive services, individual, family, and group counseling services, 24 hour hotline, and outreach to promote services.

Proposals must include a plan and scope of services to be offered, per fiscal year, for youth under 18 who are runaways, homeless, or victims of abuse, inclusive of juvenile offenders, status and non-offenders, or under the auspices of DYA; and those who are not already receiving services from the child welfare or juvenile justice system. The type of services required:

A. TYPE OF SERVICES REQUIRED:

1. Temporary housing or emergency shelter 24 hours a day, seven (7) days a week with basic necessities (meals, clothing, medical, education, etc.) and transportation for up to 10 youths per month or maximum bed-space capacity throughout the service period.
2. Crisis intervention and assessment.
3. Case management and linkage to supportive services.
4. Individual, family, and group counseling services.
5. Life skills education.
6. Twenty-four (24) hour hotline and outreach to promote services.
7. Submit monthly statistical data of referrals, clientele population, and other reports.
8. Submit monthly financial reports, quarterly performance reports, and annual cumulative reports, including property inventory.
9. Submit quarterly youth/ parent or guardian evaluations of the impact and outcome of services rendered to youth and families.
10. The budget clearly delineates any allocation of resources, provides narrative budget justification that describes how the categorical costs is derived, and discusses the necessity, reasonableness, and allocation of the proposed costs.

B. TERM OF SERVICES REQUIRED:

1. Effective date. The effective date of any award shall be the date of signature by the Governor.

2. The initial term of the contract(s) shall be from the effective date or October 1 2015, whichever is later, through September 30, 2016 with an option for renewal up to three (3) additional one (1) year periods, upon the option of DYA.
3. Renewal Terms. At the option of DYA, and as agreed to by the Service Providers, the contracts may be renewed for up to three (3) one-year renewals (each term being a "Renewal Term"), to be recertified subject to the availability, appropriation, and allocation of funds, not to exceed four (4) years. Upon expiration of the final Renewal Term, the contracts shall expire, unless sooner terminated.

Funds may be certified in different increments during the fiscal year on this procurement. In the event funds are not appropriated or otherwise made available to support services, the contracts shall be cancelled and the Service Providers shall be notified in a timely manner and reimbursed or the reasonable value of any non-recurring costs incurred, but not amortized in price of supplies or services delivered under the contract.

C. PROPOSAL SHALL BE IN WRITING:

All proposals shall be typewritten and in keeping with the requirements of this RFP. DYA will review all proposals, to determine its validity and responsiveness prior to entering the evaluation stage.

D. MINIMUM INFORMATION REQUIRED IN THE PROPOSAL:

The Offeror must provide a cover letter with the following information:

1. The name of the Offeror, location of the Offeror's principal place of business, and if different, the place of the performance of the proposed contract, telephone and facsimile numbers, and email address.
2. The Offeror's Tax Identification Number (TIN), Employer Identification Number (EIN), GovGuam Vendor ID Number, and tax exemption Internal Revenue Code (IRC) section **501(c)(3)**.
3. A copy of Offeror's tax exemption Internal Revenue Code (IRC) section **501(c)(3)**.
4. A copy of Offeror's Business License.
5. The Offeror's statement of non-disclosure as applicable. DYA will entertain the request and issue a ruling in accordance with Section II, item G.
6. The Offeror's statement affirming no conflicts of interest with regard to the services for which a proposal is being submitted.
7. The Offeror's certification of independent price determination that the rate Offeror proposes (which is to be placed in a separate sealed envelope) was independently arrived at without collusion with any other Offeror.
8. The Offeror's acknowledgement of receipt of each individual amendment if DYA issues any amendments to the Request for Proposals.

The Offeror must submit the following information and a detailed plan for providing the services in described in the Section III. Scope of Services:

1. The Offeror's business age and average number of employees over a previous period of time.
2. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services and a plan to train staff.
3. The Offeror provides position descriptions and resumes for all key staff and clearly describes the relationship between staff's responsibilities and the educational and professional experience required for staff positions.
4. Submission of Offeror's police and court clearances and if needed, updated clearances prior to the commencement of services.
5. The Offeror includes an organizational chart that demonstrates the relationship between all positions (including consultants) to be funded through program funds.
6. The Offeror provides the name of the person employed in each position on the organizational chart or notes if the position is vacant.
7. The Offeror includes the organization's policy for conducting criminal history and child abuse registry checks on staff and volunteers who come into contact with youth served or proposed to be served and describe how that policy is in compliance with local or other applicable laws.
8. The Offeror describes a supervision plan that ensures the safety of staff both in the shelter facility, as applicable.
9. The Offeror demonstrates compliance with confidential and privacy requirements, all applicable Government rules and procedures, Guam privacy rules and regulations, and all Federal rules and regulations.
10. A plan describing the provision of standards to operate a shelter that meets all the requirements of DPHSS, to include describing how the organization reports on suspected child abuse or neglect, staff clearance of communicable diseases, required health/ sanitary permit, and facility licensure for the level of youth referred.
11. Other relevant information which will be useful in the Offeror's plan for performance, such as a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, as specified in the RFP.

E. STANDARD FOR DETERMINATION OF THE MOST QUALIFIED OFFERORS:

Responsive proposals shall be evaluated according to the following standards:

1. Program description and detailed plan for performing the required services (intake processing, treatment plans, case management, linkage, etc.). Clear and well defined program goals are consistent with program requirements. Description of roles and how program monitoring, performance surveillance, and evaluation of

services will be utilized to ensure project goals and objectives are being met. Description of the methodology and frequency of the data collection and how the methodology and frequency will provide the desired outcomes. **(Total 50 pts)**

2. Ability to perform the services as reflected by technical training and education, general experience, and specific experience in providing the required services. **(Total 30 pts)**.
3. Record of past performance and accomplishments of similar work and dedicated amount of time devoted to the services requested relative to other business commitments. **(Total 15 pts)**
4. Current or other resources and equipment the Offeror will utilize in performing the services. **(Total 5 pts)**

Total Points of Evaluation = 100

F. MANDATORY FORMS:

1. Offeror's Profile. The Offeror must provide background information on the business as to its official name, location, contract information, type of business, date of incorporation, and the number of years the Offeror has been in business.
2. Affidavit Disclosing Ownership and Commissions. As a condition of proposing and doing business with the government, an Offeror must disclose in the form of an affidavit the names of all persons owning more than ten (10%) of the outstanding interest of the Offeror's business during the twelve-month period immediately preceding the date the proposal is submitted, including the percentage owned by each such person or entity. The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, and percentage, brokerage of other compensation of contingent arrangement for procuring a contract with the purchasing agency or for assisting the Offeror in obtaining business related to this Request for Proposals, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the Offeror upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the Offeror for the purpose of securing business.
3. Affidavit re Non-Collusion. The Offeror must represent that its offer is genuine and not a sham and that the Offeror is not in collusion with others, and that the Offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person of Offeror to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.
4. Affidavit re Not Gratuities and Kickbacks. The Offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to

give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement of a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, requires for ruling, determination, claim or controversy, or other particulate matter, pertaining to any program requirement of a contract of subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

5. Affidavit re Ethical Standards. The Offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulation pertaining to ethics in public contracting.
6. Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination. The Offeror must represent that it pays its employees, and provides health and similar benefits, in accordance with the most recent Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. DOL for such labor as is employed in the direct delivery of contact deliverables to the government of Guam.
7. Affidavit re Contingent fees. The Offeror must represent, pursuant to title 2 GAR, Division 4, §11108(f) and §11108(h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure a contract with the Government 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.
8. Compliance with Federal Laws and Regulations
See Compliance with Federal Laws and Regulations in Mandatory Forms (Appendix A), DYA Civil Rights Compliance Policy (Appendix C), and Sample Form of Contract (Appendix D).

G. TYPE OF CONTRACT:

Cost-Reimbursement Cost Contract will be entered with the Offerors.

A review of the proposed Offerors' accounting system by DYA is part of this procurement. The proposed Offeror's accounting system must permit timely development of all necessary cost data and forms required (Appendix B), and the system must adequately allocate costs in accordance with generally accepted accounting principles as required by 2 GAR Division 4 Chapter 7 Cost Principles.

H. COMPENSATION:

- A. Service Provider(s) shall be compensated monthly upon the clearance of monthly invoices by the government of Guam.
1. Payment shall be based upon actual costs, as defined in 2 GAR Division 4 § 7101 (1), submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of actual cost submitted may be less than the agreed upon compensation, but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.
 2. The Object Categories and their negotiated and agreed upon amounts shall be expended for intended and allowable program expenditures through the term of the contract.
 3. No additional costs are allowable without prior written approval by the government of Guam. Any cost above the agreed upon amounts shall be at the expense of the contractor.
 4. Personnel costs associated to direct services of this contract shall be submitted in an itemized format. The invoice should reflect only those services fees incurred for the current billing period. Each invoice should also include the total amount billed from the inception of the contract. All invoices are subject to review and approval by the government of Guam.
 5. An equitable adjustment to compensation for services may be authorized by government of Guam if the time for performance or services requested are increased or decreased over that agreed to, but only any changes must be in keeping with the scope of works as set forth in the Request for Proposal. Contractor must submit advanced written requests for modification to the government of Guam and must justify the adjustment within each Object Category.

B. Invoices

In any reporting month there exists a discrepancy in the statistical, narrative or financial reports submitted by contractor to the government of Guam, 10% of the invoice amount after applying any penalties or disallowed costs, shall be withheld until the discrepancy has been resolved to the satisfaction of the government of Guam.

The Service Provider shall submit invoices to the Director of the Department of Youth Affairs. The DYA shall compensate the Service Provider by progress payments based upon the delivery of approved submittals of designated work as follows:

1. Upon review and acceptance of the Monthly Statistical Data of Referrals and Clientele Population Reports.
2. Upon review and acceptance of the Monthly Financial Status Reports (MFSR), the DYA shall reimburse the Service Provider for expenditures

covered in the report. An invoice requesting payment for expenditures covered in the report shall accompany all MFSR.

3. Upon review and final acceptance of the completed work of the Service Provider by the DYA, the Service Provider will be paid based on the MFSR and the submission of an invoice reflecting expenditures covered in the Final MFSR.

C. Final Payment and Release of Claims

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed. Prior to final payment and as a condition precedent thereto, the contractor shall execute and deliver to DYA a release, in a form provided by the DYA of claims against the DYA arising under and by virtue of the contract.

IV. MISCELLANEOUS GENERAL TERMS AND CONDITIONS FOR INCLUSION IN CONTRACT

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

A. PAYMENT:

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

B. GUAM INCOME TAXES:

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

C. EQUAL EMPLOYMENT OPPORTUNITY:

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

D. ASSIGNMENT:

The contract or any sums due to the service provider may not be assigned without the prior written approval of DYA.

E. COMPLIANCE WITH AMERICAN DISABILITIES ACT (ADA):

If applicable, the Offeror must meet all requirements of the American with Disabilities Act.

F. SCOPE OF AGREEMENT:

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

G. RESPONSIBILITY FOR ACCURACY OF WORK:

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

H. SUBCONTRACTING OF AGREEMENT:

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

I. FEDERAL AND GUAM REGULATORY LAWS AND GUIDELINES:

The DYA programs for runaways, homeless, or victims of abused youths although not directly funded by federal funds, are programs in which federal funds are leveraged and all Offerors need to be aware and comply with all related federal and Guam laws and

regulations including but not limited to: Tobacco-Free Workplace and P.L. 103-227, Part C, Environmental Tobacco Smoke, also known as Pro-Children Act of 1994, Clean Air Act, Byrd Anti-Lobbying, Debarment and Suspension, Drug-Free Work Place, Certification of Non-Discrimination, Technology Access for Blind or Visually Impaired, confidential and privacy requirements, and Civil Rights Compliance.

J. OWNERSHIP OF DOCUMENTS:

All documents, memoranda and other incidental work or materials prepared by the awarded Offeror shall be and remain the property of DYA including all publication rights and copyright interests, and may be used by DYA without any additional costs to the government.

K. CHANGES:

The DYA Director may at any time, by written order, make any change in the services to be performed hereunder, provided the change is within the general scope of work agreed to between the parties and as set out in this Request for Proposals. If such change causes an increase or decrease in the costs of doing the work, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. However, any modification of the contract will be effective only if it is in writing signed by the parties and approved by the Governor of Guam.

L. SEVERABLE PROVISIONS:

If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract shall be enforced to its valid and subsisting terms and provisions.

M. NO GOVERNMENT LIABILITY:

DYA and the government of Guam assume no liability for any claims, accidents, or injuries that may occur to the awarded Offeror, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The government of Guam shall not be liable to the awarded Offeror for any work performed by the awarded Offeror prior to the approval of the contract by the government and issuance of a Notice to Proceed. The awarded Offeror shall expressly waive any and all claims for services performed in expectation of the contract prior to the issuance of a Notice to Proceed.

N. LICENSING:

Offeror's are reminded that the Government Procurement Law's local preference provision gives preference to licensed and operating Guam businesses. Specific information on licenses may be obtained from the Director of Revenue and Taxation. However, a Guam business license is not required of a business if its services will be performed for the government outside of Guam.

O. CONTRACT SUBJECT TO AVAILABILITY OF FUNDS:

If for any reason whatsoever the government has insufficient funds to cover the costs of the contract, then the contract shall terminate according to the procedure described in the contract.

P. INSURANCE:

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

Q. GOVERNMENT'S RIGHT TO AUDIT:

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

R. TERMINATION:

Upon written notice, either party to the contract may terminate it in whole or in part at any time either for convenience or default. Contractor will be paid the reasonable value of services to the date of termination.

S. RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS [5 GCA § 5253(c)]:

The contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense, the type of which is defined under Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, regardless of jurisdiction in which the conviction was obtained, shall provide services on behalf of the contractor relative to this Request for Proposals. If any person employed by the contractor and who provided services under the resulting contract is convicted subsequent to the parties entering into a contract, then the contractor warrants that it will immediately notify the government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under the contract. If the government is found to be in violation of any of the provisions of this paragraph, then the government shall give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from the government, and the contractor shall notify the government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from the government, then the government in its sole discretion may suspend the contract temporarily.

T. The Guam Procurement Law provides for a mandatory procedure to be used to resolve controversies relative to the contract. As provided thereby, the government and the

contractor shall agree to attempt to resolve all controversies which arise under, or by virtue of, the resulting contract, through mutual agreement.

If the controversy is not resolved by mutual agreement, then the contractor shall request the government in writing to issue a final decision within 60 days after receipt of the written request. If the government does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the government had issued a decision adverse to the contractor. The government shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt. The government's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.

For appeals relative to money owed by or to the government under the contract, the contractor shall appeal the decision in accordance to the Government Claims Act. See following subsection on "Claims against the Government".

For all other claims by or against the government under the contract, the Office of the Public Accountability has jurisdiction over the appeal from the decision of the government. Appeals to the Office of the Public Auditor must be made within 60 days of the government's decision or from the date the decision should have been made.

U. CLAIMS AGAINST THE GOVERNMENT:

The Guam Claims Act (5 GCA§6101, *et seq.*) applies only with respect to claims of money owed by or to the government under the contract resulting from the Request for Proposals. The contract will provide that the awarded Offeror shall consent to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The awarded Offeror shall waive any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction of forum. For a copy of the Guam Claims Act, visit the web site of Guam's Compiler of Laws.

V. DRUG FREE/ SMOKE FREE WORKPLACE:

The contractor shall assure compliance with federal and local drug/smoke free workplace Act of 1988, the Governor's Circular No. 89-26 [Governor's Policy Statement Establishing a Drug-Free workplace] and the Clean Indoor Air Act of 1992.

W. MONITORING AND REPORTING REQUIREMENTS:

Services will be monitored by DYA. The monitor may examine files, personnel records, fiscal records and other records if needed.

Performance measures shall be selected with a data collection plan that specifies which measures will be collected and how they will be measured, to include evaluation of services. Reports are to be submitted to DYA, which will also determine progress and/or deficiencies of services.

All records of youth served must be collected and maintained in a manner to ensure the protection of the juveniles' rights to privacy and confidentiality.

X. CONFIDENTIALITY AND PRIVACY:

Offerors will need to demonstrate their compliance with required confidential and privacy requirements, all applicable Government rules and procedures, Guam privacy rules and regulations, and all Federal rules and regulations.

V. APPENDICES:

Appendix A: Mandatory Forms. Forms may be detached and used as is.

Reminder to Prospective Offerors

Offeror's Profile

Affidavit Disclosing Ownership and Commissions

Affidavit re Non-Collusion

Affidavit re No Gratuities or Kickbacks

Affidavit re Ethical Standards

Declaration re Compliance with U.S. D.O.L. Wage Determination

Affidavit re Contingent Fees

Appendix B: Sample Forms for Proposed Budget Analysis and Staffing Pattern

Appendix C: DYA Civil Rights Compliance Policy

Appendix D: Sample Form of Contract