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Procurement No. DOA/ID-RFP-GHI-26-001

Dear Prospective Offeror:

Buenas yan Hafa Adai!

The Government of Guam is issuing a Request for Proposal (RFP) to interested Third Party Administrator's (TPA) licensed to do business on Guam under the laws of Guam to provide self-funded group health benefit programs to Government of Guam employees, retirees, survivors of retirees, their eligible dependents and foster children under the legal custody of the Child Protective Services Division of the Department of Public Health and Social Services. The Government of Guam is also interested in extending coverage to individuals confined under the Department of Corrections (DOC).

The Government of Guam's Group Health Insurance Program includes medical, vision, pharmacy and dental benefits. Therefore, this is to invite your company to submit a proposal to this RFP. Negotiations are tentatively scheduled for late June 2025.

All interested offerors are required to complete and submit the Registration of Interest for any updates regarding the RFP. Please refer to the Registration of Interest for more information and instructions.

Thank you in advance for your interest in this important Government of Guam process. We look forward to receiving a proposal and working with your company.

EDWARD M. BIRN,
Director

**FY2026 Government of Guam
Group Health Insurance
Request for Proposal
Procurement No.: DOA/ID-RFP-GHI-26-001**

REGISTRATION OF INTEREST

An interested or potential offeror must be a claims administrator offering medical, dental, vision and/or prescription drug benefit programs as of the date you submit the Registration of Interest.

To register as an interested or potential offeror, you must complete the registration form via link/QR code below. Once completed, the RFP and exhibits will be sent to the registered emails. Any information pertaining to the RFP will be emailed to the registered offerors thereafter. The Government of Guam and the Department of Administration shall not be liable for failure to provide notice to any offeror who did not register.

Please be advised that only registered offerors are assured of receiving any amendments to the RFP and responses to inquiries. Additionally, only proposals from registered offerors will be accepted. All prospective TPAs are advised to register as soon as the RFP is available on the DOA website.

LINK	QR CODE
https://form.jotform.com/250338737341861	

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

Offerors shall carefully read all sections of this Request for Proposal (RFP) so as to be informed of all its terms and conditions. Offerors are especially alerted to the sections entitled **“Proposal Contents and Requirements”** in the RFP, and are asked to ensure that all required documents and information are included in their proposal.

Compliance with the following is mandatory, but not inclusive of all the requirements of the RFP:

1. TPAs are advised to produce proposals as follows:
 - a. 1 original printed proposal labeled as original must be submitted to Department of Administration, Insurance Division.
 - b. Fourteen (14) password protected thumb drives containing the entire proposal as follows:
 - Two (2) of which will be their original workbook formats (MS Excel, not PDF) and both labeled as “Original Proposal 1 of 2” and “Original Proposal 2 of 2.”
 - Twelve (12) of which will be in a read only format. The 12 thumb drives must be labeled as copies and numbered as 1 of 12, 2 of 12, etc.
 - All Fourteen (14) password protected thumb drives must be submitted to the Department of Administration, Insurance Division.Password information must be sealed and attached to the printed original proposal and labeled accordingly upon submission.
 - c. Electronic transfer of files via SFTP. Transfer details to be shared with the contact persons named in the Registration of Interest.
 - d. Offerors are advised to refer to notarized affidavit and audited financial statement requirements.
2. The Government of Guam is requesting proposals for an exclusive Third-Party Administrator (TPA) arrangement for medical (to include vision), pharmacy, and/or dental services. Offerors are encouraged to submit competitive proposals, and the Government of Guam health insurance negotiating team will determine which TPA offeror(s) will be invited to negotiations after reviewing the submissions. Offerors who are selected for negotiations will be given the opportunity to improve their submission during this phase.
3. To be qualified, pursuant to Title 4 GCA § 4302(c), an offeror shall submit a cost proposal for an annual and a multi-year (3 years) Third Party Administrator (TPA) contract for an exclusive proposal, and meet the minimum requirements specified in the RFP (see Exhibit A for list).
4. An exclusive proposal shall be submitted as a single submittal by each offeror.
5. Each proposal must be organized, fully assembled and complete.


The Negotiating Team shall determine which of the TPAs offering exclusive coverage would be best for the Government, and forward the top two names to the Governor for selection of one medical (inclusive of vision) contract, one pharmacy contract, and one dental contract. The medical and pharmacy contracts will be issued to the same TPA, and scoring will be conducted on the TPAs' combined offerings for these benefits.

6. All offerors should submit their cost proposal for an annual and multi-year (3 years) contract within the original response. The cost proposal would apply under an exclusive arrangement.
7. Affidavit Forms
 - a. The Government requires five (5) different Affidavits and one (1) Declaration Form (Exhibit G Forms A, B, C, D, E & F).
 - b. Form A, Affidavit Disclosing Ownership and Commissions must be made between the dates of issuance of this RFP and the dates that proposals are due, so long as the ownership listing mentioned in the Affidavit is for the 365- day period preceding the date the offeror submits the proposal.
 - c. One original of each form must be submitted. The original forms shall be submitted with the thumb drives.
8. The Questionnaire and Pricing information provided in Excel format with the RFP package, **must be completed and returned in Excel format, as well as in PDF format**, to ensure no changes are mistakenly made to the excel file during our analysis phase. Each proposal type must have the excel format responses completed entirely.

Offerors must submit any proposed changes to the draft contract with their proposal and these changes **must be submitted in a redlined Word document using track changes**. Offerors who are invited for negotiations must submit all final redlined changes with their final Best and Final Offer (BAFO). Separate oral or written comments or changes not included with the offeror's initial proposal and/or BAFO in a redlined draft contract shall not be considered in the final draft contract. The Government of Guam reserves the right to amend contract terms prior to final execution. The requested contractual changes will be reviewed by the Government of Guam's Negotiations Team for approval or disapproval.
9. Copies of the Negotiating Team's desired plan designs and alternatives, if any, are included with this RFP. Offerors must specify in their proposal any components to which they cannot comply and any changes they desire to the proposed plan design.
10. Pursuant to Title 4 GCA § 4302(g), health insurance TPAs contracted with the Government must provide specific claim level detail to the Government. Exhibit F is provided as a monthly claims summary by coverage. Claims data summarized and presented as Exhibit C in the RFP are enough for TPAs to submit a proposal.
11. The Government will not accept proposals via brokers.

For all Proposers:

1. Adherence to the Administrative Procedures and the Marketing Guidelines is required.
2. Offerors must read and review the Administrative Procedures (Exhibit H) and sign and submit the Administrative Procedures along with their proposal.
3. Offerors must read and review the Marketing Guidelines (Exhibit I) and sign and submit the Marketing Guidelines along with their proposal.
4. Premium, Enrollment and Claim information is included in the RFP as Exhibit C.
5. This solicitation does not commit the Government of Guam to enter into negotiations, award a contract, pay costs incurred, or contract for any services.
6. The Government of Guam will conduct the health insurance program in compliance with all Federal and local statutes.
7. Prospective offerors are required to Offerors are required to ensure compliance with 4GCA § 4302 and all local and federal statutes.
8. Prospective offerors are required to register as an interested party by completing the “Registration of Interest” via the link or QR Code (see page 2 of the RFP). **An interested company or potential offeror must be a claims administrator offering medical (including vision), dental, and/or prescription drug benefit programs as of the date you submit the “Registration of Interest”.**
9. The Department of Administration reserves the right to amend the RFP at any time during the procurement process. Potential offerors that register as instructed by this RFP will be notified of any amendments to the RFP.
10. Questions regarding this RFP must be completed online via link/QR code below. The online form will accept inquires from the time of issuance of the RFP until **4:00 pm April 18, 2025 Chamoru Standard Time.** **Prospective offerors are encouraged to submit their questions as soon as they are formulated. Please be advised that the online form accepts questions in sets of 20. Additionally, multiple entries are allowed. DOA will be accepting questions until the deadline noted above.**

Question Submission Link	Question Submission QR Code
https://form.jotform.com/250338182910857	

11. Proposal due dates:

The original printed proposal, to include original affidavits and audited financial statements, and all thumb drives of proposals, must be received by the Department of Administration, Insurance Division no later than **3:00 pm May 16, 2025, CHamoru Standard Time**. The complete set of proposals must be received by this due date. Timeliness of submission will be conclusively determined by the date and time of receipt. Proposals received after this time and date will not be accepted.

Two (2) password protected thumb drives containing *the entire proposal* on each, in its ***original workbook formats*** (MS Excel, *not* PDF) must be submitted. In addition, twelve (12) password protected thumb drives containing the entire proposal in a **read only format** must be submitted as well as an electronic submission via SFTP.

12. RFP packages are available for public inspection at the DOA Insurance Division located in the ITC building Suite 142 Tamuning, Guam 96931 or upon registering online at the Department of Administration's website at www.hr.doa.guam.gov/insurance.

DEPARTMENT OF ADMINISTRATION

**Procurement No.: DOA/ID- RFP-GHI-26-001 FY 2026 GROUP HEALTH INSURANCE
PROGRAM REQUEST FOR PROPOSAL (RFP)**

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I. GENERAL INFORMATION

A. Purpose and Background

Pursuant to Title 4, Chapter 4 of the Guam Code Annotated, Section 4301, the Governor of Guam is authorized to enter into contracts and reject proposals with one or more TPAs for self-funded group benefits including but not limited to hospitalization, medical care, life and accident. In connection with such group benefits, the Government of Guam (Government) is accepting proposals from interested and qualified TPAs licensed under applicable Guam laws, to provide self-funded health benefits coverage for eligible Government of Guam active employees, retired employees, survivors of retired employees and their covered dependents. This RFP is also issued to contract with TPAs to cover foster children under the legal custody of the Child Protective Services Division of the Department of Public Health and Social Services and individuals confined under the Department of Corrections (DOC).

All TPA's must be licensed and comply with all regulatory requirements as promulgated by the Guam Insurance Commissioner, pursuant to the Insurance Statute of Guam and other applicable laws. The Government of Guam offers dental coverage as an option under its self-funded health benefits program.

The intent is to present to the Governor of Guam with the most economical and beneficial exclusive self-funded health benefits proposals defined as the lowest cost option. Costs will reflect both expected claims costs as well as administrative fees.

All qualified proposals, will be reviewed, evaluated, and scored separately by the Negotiating Team. The Negotiating Team is established pursuant to Title 4 GCA §4302. The three ranked proposals will be chosen, and those offerors will enter into negotiations with the Negotiating Team.

The scoring criteria will include the following:

- Final estimated funding rates for claim costs based on consultant analysis using reimbursement rate information provided in Exhibit B
- Final negotiated administrative expenses
- Final negotiated vendor's performance standards for which vendor will provide a guarantee subject to financial penalty
- Final satisfaction with the company's ability to provide the required services and be financially sound to provide the program
- Final satisfaction with the company's references from three largest employer group clients (including DOA) in past five years and three providers

The Negotiating Team shall determine which of the TPAs offering exclusive coverage would be best for the Government, and forward the top two names for the Governor for selection of one medical contract and one dental contract.

The executed contracts will be offered to the employees, retirees, survivors of retirees, foster children of the Government of Guam, and individuals confined under the DOC.

The Negotiating Team is seeking an annual (1 year) and a multi-year (3 years) rate quote contract.

Currently, the Government has an agreement with 1 medical (includes vision and pharmacy) TPA and 1 dental TPA:

- Calvo's SelectCare – Most economical and beneficial health insurance exclusive self-funded medical (includes vision and pharmacy) plans PPO1500, HSA2000 and Retiree Supplemental Plan (RSP); exclusive self-funded Foster Plan; and exclusive self-funded Pharmacy.
- NetCare Life & Health Insurance – Most economical and beneficial insurance exclusive Self-Funded Dental Plan.

The plan offers two (2) medical insurance options to active employees, retirees, survivors and their dependents: PPO 1500 and HSA 2000 deductible plans. The plan offers a Retiree Supplemental Plan (RSP) to eligible retirees and survivors. All eligible retired employees and survivors of a retired employee who are enrolled in Medicare (Parts A and B), and who participate, are required to enroll in the Retiree Supplemental Plan as mandated in Public Law 34-95 with the exclusion of those returning to active status. The network for all plans is a preferred provider organization. Enrollment into these plans is voluntary. Bidding TPAs must refer to the required plan designs and options for the description of FY2026 desired plan designs.

There are approximately 672 foster children currently enrolled in the Foster Plan. Please refer to enrollment census data for those enrolled in the insurance plan under the Exhibit C.

The Negotiation Team adopted the standard: that a qualified offeror shall offer self-funded health benefits in a network of providers that includes civilian hospitals on Guam as well as provision of extensive medical services available to members including, but not limited to the following:

1. Allergy and Immunology
2. Anesthesiology
3. Behavioral Disorders
4. Cardiology (electrophysiology)
5. Critical Care Medicine
6. Dermatology
7. Diagnostic Radiology / Diagnostic Testing
8. Durable Medical Equipment
9. Ear, Nose and Throat (Otolaryngology)
10. Emergency medicine
11. Endocrinology
12. Gastroenterology
13. Genetics
14. Geriatrics
15. Gynecology / Gynecologic Oncology
16. Infertility and reproductive oncology
17. Infectious Disease
18. Internal medicine
19. Maternal-Fetal Medicine
20. Nephrology
21. Neurology
22. Nuclear medicine
23. Obstetrics and gynecology
24. Occupational medicine
25. Ophthalmology
26. Orthopedic Surgery
27. Pathology

28. Pediatrics
29. Physical medicine and rehabilitation
30. Pharmacy (Drugs)
31. Podiatry
32. Preventive medicine
33. Psychiatry
34. Pulmonary Medicine
35. Radiation oncology
36. Rheumatology
37. Surgery (cardiac, colon and rectal, general, neurosurgery, oncology, plastic, thoracic, vascular)
38. Urology / Urogynecology

To ensure that our members have access to a sufficiently wide network, the provider's network of those with qualified proposals must include coverage in Guam, Mainland (United States), Hawaii, and Philippines.

The Group Health Insurance Rules of Procedure (PL32-083) for the Negotiating Team promulgated in November 2013 are attached as Exhibit J.

B. General Authority for Procurement

The Negotiating Team is issuing this Request for Proposal (RFP) subject to the competitive selection procedures for professional services found in the Guam Procurement Law (Title 5 GCA § 5001, *et seq.*) and its regulations (Title 2 GAR Div. 4 § 1101, *et seq.*) Specifically, the procedure for this RFP is found at Title 2 GAR Div. 4, § 3114 and its subsections. Title 4 GCA §§ 4301 and 4302 require the acquisition of group health insurance for government employees, retirees and survivors by virtue of a Request for Proposal.

The Guam Code Annotated (GCA) and the Guam Administrative Rules and Regulations (GARR) are available from the web site of Guam's Compiler of Laws found at <http://www.guamcourts.org/CompilerofLaws/index.html>.

Nothing in this RFP or any process carried out pursuant to this RFP is meant to confer a right to any offeror to be awarded a contract or a right to enter into a contract with the Government.

C. All Parties to Act in Good Faith

The Guam Procurement Law and the Guam Procurement Regulations require that all parties involved in the preparation of proposals; the preparation of the RFP; the evaluation and negotiation of proposals; and the performance or administration of contracts to act in good faith. **Liability for Costs to Prepare Proposal**

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

D. Applicability of Guam Procurement Law and Guam Group Benefits Law

If any part of this RFP is contrary to the Guam Procurement Law (Title 5 GCA §§ 5001 - 5908), Guam Procurement Regulations (Title 2 GAR Div. 4 § 1101. - 12601), or Guam Group Benefits Law (Title 4 GCA §§ 4301 – 4308), Title 22 GCA Chapter 18, and any other

applicable Guam law or regulation, or contains ambiguous terms, then such portion of the RFP shall be interpreted according to the provisions of these laws and regulations. By submitting a Proposal, Offerors agree to be bound by all the laws and regulations of Guam.

E. Licensing and Other Statutory Requirements

All offerors must comply with Guam laws and procurement regulations and should provide a copy of a current Certificate of Authority issued by the Insurance Commissioner of Guam at the time of proposal submission. In the event any risks for accident and health are reinsured or transferred by the offeror to a reinsurance company, the reinsurer that assumes the risk must also have a current Certificate of Authority to transact reinsurance business on Guam. Any offeror that fails to submit the required copy of Certificate(s) of Authority and insurance license will not be permitted to enter into negotiations with the Negotiating Team. The requirements of having a Certificate of Authority by an insurance company and insurance licenses shall be continuous and shall be maintained during the period the TPA maintains an insurance service contract with the Government.

F. Registration as Interested Party or Offeror and Fee for RFP

The RFP is available for public inspection at DOA Insurance Division or online at the Department's web site without charge at www.hr.doa.guam.gov/insurance.

All parties who receive an RFP and who are possibly interested in submitting a proposal must register as an interested party by filling out the "Registration of Interest" form. Only registered companies are assured of receiving any amendments to the RFP and responses to inquiries.

G. Restrictions Against Sex Offenders

If a contract is awarded, then the offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Title 9 GCA Chapter 25 or of an offense defined in Title 9 GCA Chapter 28 Article 2, 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 Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

If any employee of an offeror is providing services on Government property and is convicted subsequent to an award of a contract, then the offeror warrants that it will notify the Government of the conviction within twenty- four hours of the conviction and will immediately remove such convicted person from providing services on Government property.

If the offeror is found to be in violation of any of the provisions of this section, then the Government will give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four hours of such notice, and the offeror shall notify the Government when action has been taken. If the offeror fails to take corrective steps within twenty- four hours of notice, then the Government in its sole discretion may suspend the contract temporarily until corrective action has been taken.

H. Duration of Contract

The duration of any contract resulting from this RFP shall be one of the following arrangements:

- Annual Year: from October 1, 2025 through September 30, 2026; or
- Multiyear (3 years): from October 1, 2025 through September 30, 2028 should a multiyear contract be selected.

I. Confidentiality and Proprietary Information

Pursuant to the procurement law, after an award of a services contract, the contract and proposal become public record. Proposals that are not awarded a contract remain private and the Government may not disclose them to the public. The full procurement record also becomes a public record, including the proposals of awarded offerors except for those portions designated as confidential. **Offerors must identify in their cover letter** what items they deem proprietary and request that those items be maintained in confidence in addition to marking those specific items in their proposal. See Title 2 GAR, Div. 4 §3114(h)(2).

Prospective offerors are advised that rate information contained in the best and final offer will be communicated to the Governor and the Legislature.

J. Authority of Negotiating Team's Consultant

The Negotiating Team has contracted with a consultant, Milliman, Inc.'s Public Employer Health Plan team in San Diego to assist the Negotiating Team with this procurement. All proposals will be reviewed by the Negotiating Team and its consultant. The consultant is authorized to communicate with any offeror or registered party and to request and obtain information.

K. Type of Contract

The contract to be awarded is a Fixed Price contract.

L. Other Information

- a. This solicitation may be canceled as provided for in the Guam procurement law and regulations.
- b. Any proposal may be rejected in whole or in part when in the best interest of the Territory of Guam as provided for in Guam procurement law and regulations.

M. Minimum Wage as Determined by U.S. Department of Labor

The offeror awarded a contract under this solicitation agrees to comply with Title 5, Sections 5801 and 5802. In the event that the offeror employs persons whose purpose, in whole or in part, is the direct delivery of service contracted by the Government, then the offeror awarded a contract under this solicitation shall pay such employees, at a minimum, in accordance with the U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands in effect on the date of a contract. In the event that the contract is renewed by the Government, the offeror awarded a contract under this solicitation shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands promulgated on a date most recent to the renewal date.

The offeror awarded a contract under this solicitation agrees to provide employees whose purpose, in whole or in part, is the direct delivery of service contracted by the Government those mandated health and similar benefits having a minimal value as detailed in the U.S.

Department of Labor Wage Determination for Guam and the Northern Marianas Islands, and guarantee such employees a minimum of ten (10) paid holidays per annum per employee.

The current U.S. Department of Labor Wage Determination for Guam and the Northern Marianas Islands is attached hereto as Exhibit G, Form F.

N. Patient Protection and Affordable Care Act Benefits To Continue

It is the intent of this RFP, and the contract to result from it, to enter into an agreement that provides for all of the benefits, rights and responsibilities afforded as a result of the Patient Protection and Affordable Care Act (Public Law 111-148), and the regulations promulgated under the authority of the Act.

O. Tax and Withholding Liability

The Offeror assumes responsibility for its personnel and subcontractors 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. Offeror is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Offeror and Offeror's employees or agents under this Agreement or the compensation paid to Offeror for services performed under this Agreement in accordance with 11 GCA § 71114 (PL 33-166). Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

P. Status of Funding

The government contribution is reasonably expected to be made available through an appropriation in the Fiscal Year 2026 Budget Act for the government of Guam. Subscriber contribution is reasonably expected to be made after enrollment in Fiscal Year 2026.

Q. Withholding Assessment Fee

All procurements of professional services are subject to a withholding assessment fee for non-resident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all government of Guam contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the government of Guam, in accordance with 11 GCA § 71114 (P.L. 33-166).

R. Mandatory Prohibitions

1. Prohibition of Gratuities, Kickbacks, and Favors. *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 therefore.

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.

Favors to the government of Guam. 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 government of Guam or for any employee or agent of the government of Guam to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the government of Guam whether or not such favor or gratuity may be considered a reimbursable expense of the government of Guam, during the pendency of any matter related to procurement, including contract performance warranty periods.

2. Prohibition of Employment of Sex Offenders. No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

3. 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.

4. Ethical Standard. It shall be a breach of ethical standards for an Offeror to 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 government of Guam Procurement Regulations.

S. Mandatory Warranties

1. Representation Regarding Gratuities and Kickbacks. The Offeror 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 §11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

2. Covenant Against Contingent Fees. The Offeror warrants that it has not employed any person to solicit or secure any contract resulting from this RFP upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government of Guam the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such

commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Offeror upon contracts or sales secure or made through bona-fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.

4. Representation Regarding Ethical Standard. Offeror 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 Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the government of Guam Procurement Regulations.

T. Equal Employment Opportunities

By submitting a Proposal, the Offeror and all subcontractors agree to comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Pa11

II. PROPOSAL CONTENTS, REQUIREMENTS AND INSTRUCTIONS

A. Proposal Contents and Requirements INSTRUCTIONS CONSISTENT WITH P.L. 31-197.

A qualified proposal shall consist of a bid for an exclusive proposal. To be **qualified**, pursuant to Title 4 GCA §4302(c), an offeror shall submit one cost proposal for an exclusive arrangement and meet the minimum requirements specified in the RFP (see Exhibit A for list).

In this RFP, if the context so requires, any reference to 'proposal' is a reference to exclusive proposal.

All proposals must be in writing and contain the following information in the order listed below:

1. Cover letter. Include the name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract, and type of business. The offeror shall designate a contact person and include his or her address and contact numbers, including e-mail address, if different from the offeror's. The designated person must be able to answer any questions asked by the Negotiating Team and its consultant regarding the offeror's proposal and must be able to negotiate the fee and other contract terms. Obligations committed by such signatures must be fulfilled.
2. Acknowledgment of receipt of amendments. If the Negotiating Team issues any amendments to the RFP, the offeror must acknowledge receipt of each individual amendment in its cover letter.
3. Acknowledgment of responses: If the Negotiating Team issues any responses to questions received about the RFP, the offeror must acknowledge receipt of each individual response in its cover letter.
4. Description of company. The offeror must provide a brief description of its company, its capabilities and other information which illustrates to the Negotiating Team the level of expertise with which the company can provide

the services requested.

5. Authorized signature. All proposals must be signed with the firm name and by an authorized officer, representative, agent, or employee of the offeror. Proof of authority may be requested by the Negotiating Team.
6. Administrative and Marketing Guidelines. All offerors are required to review and sign the Administrative and Marketing Guidelines and submit such with their proposal.
7. Consistency with 2 GAR Div. 4, § 3114(f)(2). The Guam Procurement Regulations at Title 2 GAR Div. 4, § 3114(f)(2) describes the minimum factors the Negotiating Team must evaluate in proposals. Those minimum factors are:
 - (A) the plan for performing the required services to include timelines to conduct the services, and explaining how the services will be performed;
 - (B) ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services;
 - (C) the personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting and during the term of any resulting contract; and
 - (D) number of year's offeror's business has been in existence and a record of past performance of similar work to include a listing of other contracts under which services similar in scope, size or discipline to this RFP have been undertaken with contact names, addresses, and telephone numbers.

All offerors must substantiate their ability to provide the insurance services requested in this RFP consistent with the minimum factors described in § 3114(f)(2).
8. Financially Stable. The offeror must demonstrate that it is financially capable to perform the scope of services under the RFP. Please note that the government only requires 1 original of the audited financial statements. Please refer to Section II, item B, No. 5, Form and Number of Proposal for distribution instructions. At a minimum, a proposal must contain satisfactory responses to the following:
 - a) The offeror or third-party administrator must provide the most recent audited financial statements (2024 or most recent, if 2024 is not available) and proof that it has errors and omissions insurance that will suitably protect the Government, or proof in the form of a written statement indicating that it is willing to obtain the errors and omissions insurance.
 - b) Each offeror must also indicate the amount of any payment obligations for eligible services rendered by the Guam Memorial Hospital, other hospitals, physicians, and other health service providers which are outstanding. The information for each hospital, physician, and other provider must be

separate.

- c) Each offeror must indicate the amount of any potential payment obligations which are unpaid pending utilization review.
 - d) If the offeror contracts with a third party for utilization review services, the offeror must indicate the cost of such service.
9. Submission of Guam business license. All offerors, must submit a copy of a current Guam business license. If a current license or licenses have not been obtained yet, then they must be obtained and copies submitted prior to conclusion of negotiations, and the cover letter must explain that the offeror does not have a current Guam business license or licenses. If a copy of the required business licenses is not submitted by the time and date that all the terms and conditions of a contract are agreed to between the parties, then negotiations shall terminate and the offeror will be disqualified on the basis of being non-responsible.
10. Submission of cost proposal. Exclusive cost proposals shall be submitted as required in the exhibits. The Price Proposal shall be submitted in another sealed envelope, separate from the written Proposal. The outer envelope shall be marked in bold letters, "Price Proposal for **FY2026 Health Insurance Program Request for Proposal (RFP) DOA/ID-RFP-GHI-26-001**. The envelope shall also be marked with the Offeror's name and the name of Offeror's authorized representative.

All offerors must submit a cost proposal for an exclusive proposal. This cost proposal would apply under an exclusive arrangement. Please see Exhibit E. All offerors are required to submit for self-funded medical to include vision, self-funded pharmacy, and/or self-funded dental TPA fees at a minimum. This information will be used along with current enrollment information to assist the Negotiating Team and its consultant in analyzing the cost portion of the proposal. The cost experience data must include the amounts spent in each of the categories as follows:

- a. Capitation rate for physician's services
- b. Off-island referrals
- c. Hospitalization
- d. Prescription drugs
- e. Administrative expenses
- f. Specialist referrals (on-island)
- g. Physical examinations
- h. Maternity and obstetrical benefits
- i. Savings from Medicare, coordination of benefits (COB), discounts from PPOs or others.

To assist with the offeror's preparation of its proposal, the Negotiating Team has provided certain information attached to this RFP and designated as Exhibits C through F. By submitting a proposal, the offeror certifies that the price submitted was independently arrived at without collusion. A Certification of the Cost or Pricing Data as provided in 2 GAR Div. 4 § 3118 will be required from the TPA(s) with whom a successful contract is negotiated.

11. Proposed plan design. Copies of the desired plan designs and alternatives are included with this RFP. Offerors must specify in their proposal any component to which they cannot comply and any changes they desire to the proposed plan design.
12. Responses to all questions in Exhibit B, D & E. All offerors must answer questions found in Exhibit B, D & E and attach the responses. These answers need to be submitted in the enclosed excel format provided in the RFP package, as well as in PDF format, within the formal response.
13. Submission of disclosure forms. The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the ease of making these required disclosures, the Negotiating Team is providing sample disclosure forms. There are six (6) disclosure forms labeled Forms A through F, and they are found in Exhibit G. They must be completed and included with the offeror's proposal. Note that a qualified proposal requires submission of only one set of disclosure forms from an offeror. Failure to complete and submit the forms may disqualify the offeror's proposal as being non-responsive.
 - a. Affidavit Disclosing Ownership and Commissions (Form A). As a condition of bidding and doing business with the Government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent of the outstanding interest of the offeror's business during the twelve-month period immediately preceding the date the proposals are due, including the percentage owned by each such person or entity. The affidavit must be made between the date of issuance of this RFP and the date that proposals are due, so long as the ownership listing mentioned in the affidavit is for the 365-day period preceding the date the offeror submits the proposal.

The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the Government or for assisting the offeror in obtaining business related to this RFP, 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.
 - b. Affidavit re Non-Collusion (Form B). The offeror must represent that the offer is genuine and not a sham and that the offeror is not in collusion with others, that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other person to put in a sham proposal, to fix the cost of the contract, to secure any advantage against the Government or any person interested in the contract.

- c. Affidavit re No Gratuities or Kickbacks (Form C). The offeror must represent that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any Government employee or former Government employee, or for any Government employee or former Government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of 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 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 contract or order.
 - d. Affidavit re Ethical Standards (Form D). 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 regulations pertaining to ethics in public contracting.
 - e. Affidavit re Contingent Fees (Form E). The offeror must represent as a part of its proposal that such offeror has not retained any person or agency to solicit or secure a Government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee or arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
 - f. Declaration for Compliance with US DOL Wage Determination (Form F). Offerors are required to declare in a non-affidavit form that they are in compliance with 5 GCA § 5801 and § 5802 regarding wage determination, and the current applicable US DOL Wage Determination must be attached to the declaration.
14. Submission of Contract and Certificate of Insurance Changes and Additions. A proposed contract and a proposed certificate of insurance are included in the RFP at Exhibit L.

Offerors must submit any contract changes to the proposed draft contract and proposed certificate of insurance with their proposal in a redlined Word document using track changes. Without notice of requested changes from an offeror, the Negotiating Team will assume and rely upon the proposed contract and the proposed certificate of insurance in an offeror's proposal as the basis of any agreement reached during negotiations.

Offerors who are invited for negotiations must submit all final redlined changes with their final Best and Final Offer (BAFO). Separate oral or written changes received and not included with the offeror's initial proposal and/or BAFO shall not be considered or made in the final draft contract. The Government of Guam reserves the right to amend contract terms prior to final execution.

15. Insurance Rules & Regulations: Offerors are required to ensure compliance with 4GCA § 4302 and all local and federal statutes.

B. Proposal Instructions

1. Inquiries. All questions shall be submitted online via link/QR code provided on page 5 and received by the Director of Administration on or before 4:00pm April 18, 2025, CHamoru Standard Time. Only potential offerors who registered may submit written questions. The Negotiating Team will not respond to inquiries received after the inquiry deadline. Oral statements made by the Negotiating Team, its members or its consultant are not binding. The Negotiating Team will respond in writing and send the response via electronic mail to the email(s) registered in the "Registration of Interest." Potential offerors are encouraged to submit their questions as soon as it is formulated. If an inquiry requires an interpretation of the RFP, then the Negotiating Team shall prepare a response in the form of an amendment to the RFP. All registered interested parties shall be provided the amendment. For responses which merely guide the inquirer, the Negotiating Team has the discretion to provide the response to only the inquirer, or to all registered interested parties, depending on the content of the inquiry and response.
2. Sufficiency of proposals. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive visuals or other presentations are neither necessary nor desired. The Negotiating Team will look instead for the quality of the information provided. The onus will be on the offeror to convince the Negotiating Team of the offeror's capability to perform services through the documentation enumerated above in this paragraph. As each offeror will have its own unique operation, its financial ability will be assessed individually based on its audited financial statements, convention form, A. M. Best report as may be applicable. Factors that will be taken into consideration include, but are not limited to, the following:
 - a. Any qualified audit opinion
 - b. The ratio of current assets to current liabilities
 - c. Adequacy of reserves
 - d. Ability to generate underwriting gains
 - e. History of overall profits or losses
 - f. A. M. Best ratings
 - g. Experience in health insurance or HMO underwriting
 - h. Experience in Third Party Administration
 - i. Risk-based capital report
3. Multiple representations of an insuring company. For the purposes of negotiating the costs and contractual terms, the insurance company shall designate a company representative who shall have full authority to make plan design and rating decisions at the negotiation table on behalf of the company.

4. Late proposals. No proposal will be accepted after the deadline for submitting proposals. If a proposal is delivered to the Government of Guam after the deadline for submission, it will be time- stamped and dated by the Government. However, late proposals are considered non-responsive and will not be considered by the Negotiating Team.
5. Form and number of proposals. Each offeror shall submit an original printed proposal, prepare all thumb drives as required, original affidavits and one (1) set of original audited statements and send to the Government.

Note: The original audited statement must be included in the original proposal. Handwritten proposals are not acceptable. Information in the thumb drives must be organized, and complete.

An original printed proposal labeled as “original” must be submitted. Two (2) complete proposals on thumb-drives in original formats (MS Excel, *not* PDF) must be submitted. In addition, twelve (12) password protected thumb drives containing the entire proposal in a read only format must be submitted. The submission should also be made electronically via SFTP.

6. Where and how to submit proposals. Proposal packages must be sealed and mailed or delivered to the following names and addresses. The Government is not responsible for any delivery costs or postage due. Proposals will not be accepted via electronic mail (email) as this medium does not allow for the proposal to be sealed or submitted in an original form as required by law. Proposals should be marked “confidential”.

Two (2) password protected thumb drives in original formats, twelve (12) password protected read only file thumb drives, original printed proposal, original affidavits and original audited financial statement, shall be sent to:

If mailed, to: Department of Administration
Insurance Division
P.O. Box 884
Hagatna, Guam
96932

If delivered, to: Department of Administration
Insurance Division
590 S. Marine Corps Drive, Suite
142 International Trade Center
(ITC) Building Tamuning, Guam
96913

7. Due date and time for proposals. All hard and electronic copies of proposals must be received by the Department of Administration, Insurance Division, no later than **3:00 pm May 16, 2025, CHamoru Standard Time.** Thumb drives, hard copies of the original proposal, original affidavits and original audited statements must be received by this due date and will be the determining factor for the purpose of timely submission. Proposals received after this time and date will not be accepted.

Please note that Guam is one day ahead of the continental United States. The offeror is responsible for submitting the proposals in a timely manner regardless of choice of delivery method. The offeror's transfer of its proposal to the U.S. Post Office or to a delivery company does not constitute receipt by the Government.

III. GENERAL PROCEDURES

A. Receipt and registration of proposals

Proposals and modifications to proposals will be time-stamped upon receipt and held in a secure place until the established due date. The Government will keep a Register of Proposals Received identifying the proposals, the names of the offerors, and the number of modifications received, if any, by each offeror. The Register is not open for public inspection until after award of a contract. Proposals of offerors not awarded contracts do not become public records.

B. Opening of proposals

After the deadline for submission of proposals and as soon as practical, the proposals will be unsealed by at least two authorized Government representatives who shall be procurement administrators for purposes of this RFP as assigned by the Director of Administration. They shall at all times conduct the administration of this procurement together in the presence of each other. Proposals will not be opened publicly, nor disclosed to unauthorized persons.

C. Proposal evaluation and negotiation procedure

1. Phase I. Phase I is the initial screening of all proposals to determine whether the minimum requirements specified in the RFP were met, including submission of qualified proposals as required by Title 4 GCA § 4302(c)(2) and 4301.1(e) and (g), submission of all disclosure forms, and whether the proposals were signed as required. The lack of any of the disclosure forms or other information required to be submitted may be cause for a finding of non-responsiveness. Proposals will then be re-sealed and held in safe-keeping by one of the administrators until time for evaluation. If any proposal is determined to be non-responsive by the Negotiating Team, such offeror shall be notified in writing about the determination.

The Negotiating Team shall request of an offeror any documents or information for any proposals received and deemed to be non-responsive or not qualified that will cause said proposals to be responsive and qualified. A proposal shall only be disqualified or rejected if any offeror fails to submit the requested information to the Negotiating Team within three (3) business days after request.

At any time during Phase I, an offeror may be requested by the Negotiating Team or its consultant to provide clarification, documentation, data, or any other additional information to supplement its proposal. Failure to provide such additional information upon request and by the specified deadline may result in a determination that the offeror is non-responsive or non-responsible, whichever is applicable.

2. Phase II. Phase II consists of the evaluation of the information provided by the offerors pursuant to Section II of this RFP by the Negotiating Team and the ranking of

the offerors based on the evaluation results. A relative weight is assigned to the factors which will be rated on a scale from zero (0) to one hundred (100), with zero (0) for no response and one hundred (100) being the highest possible score.

For purposes of evaluations, exclusive proposals will be evaluated and ranked together, for Phase II. The offerors will be ranked in accordance with the number of total points. The three highest ranked exclusive offerors will be invited to enter into negotiations with the Negotiating Team. After the benefit of reviewing all offers, ranking all offers and determining through the evaluation process the top three highest ranked offerors, the Team will determine the order of negotiations in Phase III. The Negotiating Team will negotiate with offerors in accordance with the decision made about the order of negotiations. Offerors shall be available for negotiations commencing in the month of June 2025. Otherwise, the evaluations, the assignment of points, and the ranking of offerors and their proposals is for the Negotiating Team's informational purposes only.

During the evaluations, the Negotiating Team and the Consultant may conduct discussions with any offeror, either in person or telephonically. Discussions are discretionary to the Negotiating Team and the Consultant. The purposes of such discussions shall be (a) to determine in greater detail the offeror's qualifications; or (b) to 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.

Discussions shall not disclose any information derived from proposals submitted by other offerors. If requested by the Negotiating Team or its Consultant the issues clarified during discussion should be put into writing by the offeror and submitted to the Negotiating Team within three (3) business days of conclusion of discussions, and may be submitted electronically. The Negotiating Team will provide further instructions as may be necessary.

If the qualified offeror marked any portion or portions of its proposal as being confidential because the information is proprietary information, then those portions shall be reviewed by the Negotiating Team to determine whether they contain confidential or proprietary material. If the Negotiating Team agrees, then the parties shall move on to Phase III. If the Negotiating Team does not agree, then the Negotiating Team must issue a written determination regarding the matter explaining why. If the offeror is dissatisfied with the written determination, then it may withdraw its proposal or submit a protest according to the procedures set out in the Guam Procurement Law.

Upon resolution of confidentiality issues, if any, the Negotiating Team will provide further instructions as may be necessary.

3. Phase III. Phase III is the negotiation process. The Negotiating Team will require that the offerors provide the existing benefit based on the current plan design, at a minimum, any enhancements and or valued added features will be evaluated accordingly for an exclusive contract. Offerors selected to negotiate an exclusive contract with the Negotiating Team will be advised on the decisions of the Negotiating Team prior to commencement of negotiations for an exclusive contract.

Offerors, ranked based upon an exclusive bid scoring, will be asked to negotiate an exclusive contract with the Negotiating Team and Consultant.

4. Phase IV. Phase IV is the evaluation, final ranking of exclusive contracts, and choice of the most economical and beneficial offer for later presentation to the Governor. The Negotiating Team, using those factors set out in this RFP, will evaluate, rank and select the best and final offer. The Negotiating Team shall notify each registered offeror of the evaluation results to the extent permissible by law via email.
5. Phase V. Phase V is the contract choice stage. The Governor of Guam decides whether to accept the recommendation of the Negotiating Team. By law, the contract must also be reviewed and approved by the Department of Revenue & Taxation, Bureau of Budget and Management Research, and the Attorney General before the Governor will provide her final approval by signing the contract. No contract is valid and binding until it is signed by the Governor. All finalists acknowledge that only the Governor may bind the Government to this contract and that the issuance of this Request for Proposal does not commit the Government of Guam to award a contract.

D. Cancellation of RFP or solicitation

The Negotiating Team may cancel this RFP or solicitation, in whole or in part, at any time, or may reject all proposals so long as the Negotiating Team makes a written determination that doing so is in the best interest of the Government and a contract has not yet been fully signed. In the event of cancellation or rejection of all proposals, proposals that have been unsealed shall remain the property of the Government and not be 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. Rejection of individual proposals

The Negotiating Team shall have the prerogative to reject proposals in whole or in part when doing so is in the best interest of the Government as provided for in the procurement laws.



EDWARD M. BIRN
Director

EXHIBIT A
Evaluation Forms

See Attached

EXHIBIT B:
Questionnaire

See Attached

EXHIBIT C:
**Medical and Dental Current Rates, Enrollment,
and Claims Data**

Data will be forthcoming.

EXHIBIT D:
Plan Design and Network

See Attached

EXHIBIT E:
Premium Retention Quotation

See Attached

EXHIBIT F:
Reporting Requirements

See Attached

EXHIBIT G

Form A

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

(Required by 5 GCA §5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
_____)
ss. STATE OF _____)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam’s Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosure of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring during the 365 calendar days preceding the publication of this solicitation and until award of a contract. This includes the duty to disclose any changes to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose any changes to the facts disclosed herein continues throughout the life of the contract, including any extensions or renewals.

A. A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business _____ street address being: _____

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA §715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: _____ owner of more than 10% are statutorily required to be listed below, but other owners of smaller _____ percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

One or more of the more-than-10% owners listed about is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Name of owners of the >10% Owner Business or Artificial Person (“Second Tier Owner”)	Owner’s Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

--

Name of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such _____ Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

AG Procurement Form 002 Page 2 of 3 (Amended as by P.L. 36-13 (04/9/2021))

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, _____ contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the _____ Bidder/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, _____ please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which the Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the powers to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not previously and update changes in ownership, identifies of owners and other required information, made interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____ (date)

Signature of one of the following:

Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a corporation

Subscribed and sworn to before me

this day of , 202 .

NOTARY PUBLIC
My commission expires .

EXHIBIT G

Form C
AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF_)
) ss.
STATE OF_)

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

1. The name of the offering firm or individual is [state name of offeror company]
_____. Affiant is _____ [state one of the
following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or
proposal.

2. To the best of affiant’s knowledge, neither affiant, nor any of the offeror’s officers, representatives,
agents, 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 the 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)

EXHIBIT G

Form E
AFFIDAVIT re CONTINGENT FEES

CITY OF_)
) ss.
STATE OF_)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the Government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

Signature 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_ , .

EXHIBIT G

Form F
DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature _____

Date _____

AG Procurement Form 006 (Feb. 16, 2010)

EXHIBIT G:
WAGE DETERMINATION LIST

See Attached

EXHIBIT H

GOVERNMENT OF GUAM ADMINISTRATIVE PROCEDURES

A. Good Faith Negotiations

Both teams shall be fully committed to good faith negotiations. Both teams shall carefully and respectfully listen to the other and shall make best efforts to reach satisfactory agreements on all issues. Both teams shall fully cooperate in providing any clarification or documentation reasonably requested by the other. If one team disagrees with a position taken by the other, the disagreeing team will detail its concerns, which will be duly considered and responded to by the other team.

B. Expenses

The Government may conduct negotiations virtually or in person with prospective TPA's. All are advised to be prepared for either platform once it is determined by the government.

C. Confidentiality

1. During the course of the negotiations, no matters regarding the negotiations shall be discussed with anyone except members of the negotiating teams or officials of either the Government of Guam or the Insurance Company who are directly involved with the negotiations.
2. Utmost care shall be taken to ensure that no other person gains access to any negotiation information or materials.

D. Media/Ex Parte Communications

If any communications are to be made to the media or other persons outside those immediately involved in the negotiations, such communications shall be prepared and presented jointly by the negotiating teams. Further, except for necessary information on benefits and administration, no TPA shall release any information to the media, or to any enrollee or other person regarding any aspect of the plan, including its profitability or the reasons for rate or benefit changes, without the Government of Guam's written approval.

E. Copies

If one team submits a document to the other team, the submitting team shall, at the same time, provide a copy of such document to each member of the other team.

F. Caucusing

1. Either team may call a caucus at any time. However, both teams shall make best efforts to consolidate issues to discuss during caucuses and to use the designated caucus times rather than interrupting the negotiations.
2. The team calling the caucus may remain in the negotiating room and the other team will excuse itself, unless otherwise agreed.

G. Negotiated Changes

Negotiated contractual changes shall be memorialized in writing and signed by the authorized insurance representative and Chairperson during the negotiations and, if needed, taped at the conclusion of the negotiations.

H. Recording

Pursuant to Title 5 GCA § 5249(c) and 2 GAR, Div. 4 § 3129(3), each procurement officer shall maintain a complete record of each procurement and shall include sound recordings. Negotiations will be recorded for compliance purposes.

I. Allotted Time

Each offeror's negotiations shall be concluded within three days. If additional time is requested by the plan, such may be granted by the Government of Guam's team at its sole option.

J. Impasses

1. If the teams cannot reach an agreement on a particular issue, that issue shall be set aside, if at all possible, and the negotiations proceeded with. Such issues may be revisited at a later stage in the negotiations.
2. If an agreement is not reached on all issues by the close of the negotiations, the Government of Guam's team will recommend against contracting with such an Insurance Company.

K. Approval by the Governor

All written or taped agreements made by the Government of Guam's negotiating team are subject to the final approval by the Governor of Guam.

L. Other Approval

Each TPA shall have a final decision maker at the negotiating table at all times. However, if the commitments made require approval from a company officer or board not at the negotiating table, the TPA shall disclose the officer's name and title or the name of the board on the following line:

M. Marketing

The plan selected shall comply with the Government of Guam's Marketing Guidelines (Exhibit I). No plan shall market its proposed plan to Government of Guam employees or retirees or dependents thereof prior to receiving written approval from the Director of the Department of Administration.

N. Agreement to Administrative Procedures

The Government of Guam and the prospective TPA shall adhere to these administrative procedures, which are pertinent to the Group Health Insurance Negotiations.

Insurance Company: _____

Print/Signature/Date: _____

EXHIBIT I

GOVERNMENT OF GUAM MARKETING GUIDELINES FOR HEALTH INSURANCE THIRD PARTY ADMINISTRATORS

These marketing guidelines apply to all Health insurance TPAs contracting with or intending to contract with the Government of Guam.

A. MARKETING MATERIALS

1. Each TPA is required to follow the SOB format for publication and inclusion in the marketing brochures. No deviation to the format is allowed. SOB format will be provided by the Government of Guam to TPAs awarded a contract.
2. Each TPA shall prepare a Government of Guam plan brochure, setting forth the benefits and conditions of the plan, for distribution to subscribers and prospective subscribers. Brochures must identify items such as cheat sheets, Q & A's, highlights of changes, information on how to access benefits and changes to benefits should they become Medicare eligible, guidance to seek assistance at urgent care as supposed to GMHA in case of non-emergency situations, etc.
3. TPAs must insert language advising subscribers that providers change during the contract period.
4. TPAs must publish their provider networks in their brochures, and shall make available in electronic format, upon request.
5. TPAs must provide a listing of providers who accept Medicare in the RSP brochure.
6. TPAs shall make available, upon requests, marketing products to include provisions of alternative format/services (audio tape, radio announcements, large print braille, and use of ASL Interpreters, open/closed captions for videos, ASCII, HTML or word processing form on a computer diskette or CD, or HTML on an accessible website) upon request.
7. Each TPA may prepare other marketing materials, including newspaper and other media advertising copy, in addition to those required in paragraphs 1 above. Each TPA may also include with the marketing materials company-branded items such as pens, pencils, note pads, ID card wallets, and other similar items. The aggregate value of such items *shall not* exceed Five Dollars (\$5.00) per set of marketing materials.
8. All marketing materials, including company-branded items, must be submitted to the Government of Guam's Director of the Department of Administration or his or her designee with a written statement signed by an appropriate officer of the TPA certifying that the materials have been prepared in accordance with these guidelines.
9. The Government of Guam's Director of the Department of Administration must approve the content of all marketing materials and company-branded items in writing. Such written approval, however, does not guarantee the TPA that its marketing materials will be free from future scrutiny or that the TPA will not attract penalties should the marketing materials later be determined to be out of compliance with these guidelines.
10. Marketing materials and company-branded items which have not been approved for content may not be distributed or displayed. Further, no marketing materials may be distributed or displayed prior to the date specified in writing by the Director of the Department of Administration. No marketing

materials will be approved for distribution or display prior to the conclusion of negotiations with all TPAs.

11. Once approved for content and distribution and display, all marketing materials, excluding newspaper and other media advertising copy, must be printed and made available to the Government of Guam subscribers, prospective subscribers, agencies and departments no later than the day before the commencement of the Group Health Insurance Open Enrollment.
12. All designated Open Enrollment Periods and Presentations for Departments/Agencies to government of Guam Employees and/or Retirees must be approved as a Government Sanctioned Event and scheduled by the Department of Administration. TPAs cannot schedule their own presentations with departments/agencies. Failure to comply will result in a penalty.

B. MARKETING STANDARDS

1. All marketing materials, including newspaper and other media advertising and open enrollment presentations, must be truthful and not misleading.
2. All marketing materials must be worded simply, clearly and concisely so that they are readily understandable.
3. All marketing materials must contain sufficient detail to ensure accuracy.
4. At least the plan brochure should contain a statement that full details of the plan are contained in the TPA's contract with the Government of Guam.
5. If an insurance company markets wrongful products, benefits or advertises in their brochure incorrect information, the insurance company must place at least 2 media advertisements, in addition to giving memos to all enrollees, satisfactory to the Department of Administration, of correct version. Plans must also prepare an insert of corrected information and include it in all brochures, if not already corrected the language in the brochure.

C. PENALTIES FOR NON-COMPLIANCE

1. Failure to conform to these guidelines may result in corrective action by the Department of Administration. Such corrective action will be appropriate to the circumstances. For example, if a TPA indicates benefits or other plan provisions that are more favorable to enrollees than those specified in the Government of Guam contract, the TPA will be required to provide those more generous benefits or provisions without additional compensation for the entire contract year(s).
2. During Open Enrollment and throughout the plan year, members' completed enrollment forms must be transmitted within 3 business days to the appropriate TPA(s) and department(s) to ensure proper enrollment and payroll deductions are recorded. For example, if TPA "A" receives TPA "B's" enrollment/change of status form, then TPA "A" needs to transmit the enrollment/change of status form to TPA "B" and to the Employee/Retiree's department within 3 business days. Failure to comply may result in a penalty of one thousand dollars (\$1,000) for each enrollment form not forwarded to the appropriate party(ies). Penalty minimum of one thousand dollars \$1,000 not to exceed ten thousand dollars (\$10,000)
3. Any and all Open Enrollment Presentations/Fairs/Meetings provided to department/agencies employees/retirees not approved as a government sanctioned event by the Department of Administration must cease immediately upon being informed, whether verbal or written. First offense

will be penalized one thousand dollars (\$1,000). Any other or repeat offense will be penalized five thousand dollars (\$5,000) per day not to exceed ten (10) days.

4. Interpretation and enforcement of these guidelines *shall be at the sole discretion* of the Director of the Department of Administration. The Government of Guam shall have no liability with regard to the alleged or actual failure to enforce these guidelines.

D. EXPENSES

1. A Personnel/Payroll Officers meeting will be conducted prior to the Open Enrollment Period. The **purpose of this meeting** is to advise all department representatives of the benefits available and premiums for the Health insurance program. The insurance company awarded the contract will secure and absorb the cost of the Personnel/Payroll Officers Meeting. The insurance company shall make best efforts to limit its costs to those items necessary to meet the purpose of the meeting. Specifications will be provided by the Government.
2. All expenses involved in the preparation and distribution of marketing materials shall be borne by the respective TPA. The Government of Guam shall have no liability with regard to any marketing materials or any costs which may be incurred because of any alleged or actual delay in the approval or a TPA's marketing materials."

E. AGREEMENT TO MARKETING GUIDELINES

By signing below, the offeror agrees to comply with the Marketing Guidelines.

Insurance Company: _____

Print/Signature/Date: _____

EXHIBIT J

GOVERNMENT OF GUAM NEGOTIATING TEAM

RULES OF PROCEDURE

Adopted by virtue of Public Law 32-083

November 2013

EXHIBIT J Rules of Procedures PL32-083
Government of Guam Group Health Negotiating Team

- I. Authority.** The Negotiating Team for the government of Guam, responsible for the solicitation of group health insurance benefits for employees and retirees of the government, is established by statute. Pursuant to law, the Negotiating Team shall develop its rules of procedure in accordance with the Administrative Adjudication Law, 4 GCA § 4302(c). The responsibilities and roles of the Negotiating Team are those set out by law at Title Four, Chapter Four, Article Three, of the Guam Code Annotated (“Group Benefits Laws”). At any time that these Rules of Procedure come into conflict with the Group Benefits Laws, the Group Benefits Laws shall preempt these rules.
- II. Membership.**
- A. The Negotiating Team is comprised of individuals identified by statute at 4 GCA §4302(c).
- B. The Negotiating Team may obtain technical support from other financial, legal and health-related agencies. The Director of Administration, upon the approval of the Negotiating Team, may invite representatives of government departments, agencies, bureaus and other government entities to Negotiating Team meetings as seen fit to serve as consultants in aid of the Negotiating Team in its duties. No unilateral consultations shall be conducted by the Chairperson or any member of the Negotiating Team nor shall they hold independent meetings or consultations with persons outside of the Negotiating Team and its consultants prior to the conclusion of the Negotiating Team proceedings.
- C. The Attorney General or his designee shall act as legal advisor during all phases of the solicitation or procurement process for group health insurance benefits for employees and retirees of the government.
- D. Non-delegation of representation. The following members of the Negotiating Team are not permitted, by law, to delegate to another individual the authority to serve in their stead as a substitute or proxy for purposes of participation in Negotiating Team activities:
1. Director of Administration
 2. The employee representative of the Judiciary of Guam to be appointed by the Chief Justice of the Supreme Court of Guam.
 3. The employee representative of the Legislative Branch to be appointed by the Speaker of / *Liheslaturan Guåhan*.
 4. The retiree who is a member of the Government of Guam Retirement Fund appointed by the Board of Trustees of the Government Guam Retirement Fund.
 5. The member of the general public appointed *by / Maga'låhen Guåhan*.
- E. Delegation of representation. The following members of the Negotiating Team are permitted, by law, to delegate to another individual the authority to serve in their stead as a substitute or proxy for purposes of participation in Negotiating Team activities:
1. The Administrator of the Department of Integrated Services for Individuals with Disabilities.
 2. The Director of the Bureau of Budget and Management Research.

3. The Superintendent of the Department of Education.
 4. The Director of the Government of Guam Retirement Fund.
 5. The Chairperson of the Committee on Health or the successor committee of *l Liheslaturan Guåhan*.
 6. The Chairperson of the Committee on Appropriations, or the successor committee of *l Liheslaturan Guåhan*.
- F. Delegation in writing. A member of the Negotiating Team who is permitted, by law, to delegate to another individual the authority to serve in their stead as a substitute or proxy shall designate such delegation in writing and have such a written delegation delivered to the Chairperson of the Negotiating Team prior to the delegation being effective. Any member of the Negotiating Team with the authority to delegate shall delegate only one representative for the entire process to ensure for continuity of communications and to safeguard the dissemination of information. A written delegation may be repealed in writing.

III. Voting.

A. Voting Members. The following members of the Negotiating Team are voting members:

1. The Director of Administration, who shall be Chairperson of the Negotiating Team.
2. The employee representative from the Judicial Branch appointed by the Chief Justice of the Supreme Court of Guam.
3. The employee representative of the Legislative Branch to be appointed by the Speaker of *l Liheslaturan Guåhan*.
4. The retiree who is a member of the Government of Guam Retirement Fund to be appointed by the Board of Trustees of the Government of Guam Retirement Fund.
5. The member of the general public, appointed *by l Maga'låhen Guåhan*.
6. The Administrator of the Department of Integrated Services for Individuals with Disabilities, or his or her designee.
7. The Director of the Bureau of Budget and Management Research, or his or her designee.
8. The Superintendent of the Department of Education, or his or her designee.
9. The Director of the Government of Guam Retirement Fund, or his or her designee.

B. Non-Voting Members. The following members of the Negotiating Team are non-voting members:

1. The Chairperson of the Committee on Health or the successor committee *of l Liheslaturan Guåhan*, or his or her designee.
2. The Chairperson of the Committee on Appropriations, or the successor committee of *l Liheslaturan Guåhan*, or his or her designee.

IV. Confidentiality. Members, delegates of members, consultants of the Negotiating Team and applicable Department of Administration staff as determined by the Director of Administration must adhere to the strictest of confidentiality and acknowledge that the proposals received are confidential in nature. Team members, delegates of members, consultants and applicable Department of Administration staff acknowledge that no information contained in the proposals, meetings or negotiations can be divulged to any person outside of the Negotiating Team. Team members, delegates of members, consultants and applicable Department of Administration staff must sign a confidentiality agreement attesting to such.

Confidentiality agreements shall be signed prior to the predetermined meeting date and time for opening proposals referenced in Section IX. A delegate may brief the member of the Negotiating Team who made the delegation about the business of the Negotiating Team but both parties are subject to strict confidentiality throughout the entire process. Copies of all correspondence between the negotiating team and the Judiciary or Governor, shall also be transmitted to the Legislature.

- V. No conflict-of-interest.** A member, consultant or advisor of the Negotiating Team that has a conflict of interest (as understood and regulated by 5 GCA §§ 5625-5633) because of a financial interest with an offeror or due to employment of a family member shall recuse him or herself from being a member, consultant or advisor of the Negotiating Team during the pendency of the solicitation. Members, consultants and advisors of the Negotiating Team must sign an affidavit that no conflict of interest exists with any offerors once knowledge of the names of the TPAs who submitted proposals is known and prior to receiving any information contained in the proposals. Any member, consultant or advisor who later realizes that a conflict of interest exists must recuse himself or herself from being a member of the Negotiation Team.
- VI. Meetings.** Meetings of the Negotiating Team shall be called by the Chairperson, or by a majority of the voting members of the Negotiating Team.
- A. The Chairperson shall set the time, day and place of meetings with the intent to permit the largest number of voting members of the Negotiating team to attend to the meeting. The Chairperson shall establish an agenda for each meeting. The agenda shall be adopted or amended by the Negotiating Team at the start of a meeting.
- B. Notice of meetings of the Negotiating Team shall be provided to each member of the Negotiating Team in writing, by business email, and by other acceptable written or telephonic format as may be determined by the Negotiating Team from time to time, at least one business day in advance of the meeting.
- C. Notwithstanding the foregoing, the Negotiating Team, at a properly noticed meeting with a quorum present, may adjourn its business and schedule a subsequent meeting for a time, day and place certain even though notice as prescribed here cannot be given one business day before the meeting. Nonetheless, written notice, by business email of such subsequent meeting shall be provided to each member. Nothing here prohibits additional forms of providing notice to ensure that all members receive actual notice of a scheduled meeting.
- D. The Chairperson is responsible for providing timely notice to all members of the Negotiating Team of each meeting, as provided for in this rule.
- VII. Quorum.** The Negotiating Team may conduct official business if a quorum of its voting members is present at any properly noticed meeting. A quorum of the Negotiating Team is seven (7) voting members.
- VIII. Decisions.** At any properly noticed meeting of the Negotiating Team where a quorum is present, the Negotiating Team shall make decisions based upon an affirming vote of at least five (5) of the voting members present, after a motion is made by any member, and seconded by any other member. In any circumstance, a failure to get an affirming vote of at least five (5) of the voting members present shall

mean that the motion being voted on fails for lack of a majority. Upon the casting of votes, team members shall sign off on a voting sheet to document the decision made.

- IX. Opening of Proposals.** Provisions shall be made in each Request For Proposals that establish the process for receiving proposals, documenting the reception of proposals, the initial opening of proposals to insure a proper count, documenting the count, and for adequately securing proposals received so that they shall only be viewed by persons having legitimate access to proposals. Provisions made for the initial opening of proposals may include the involvement of the Negotiating Team and/or representatives of offerors, as determined by the Negotiating Team and set out in the Request For Proposals.
- X. Communication by Offerors and Sub-Contractors.** Unsolicited communication by offerors and sub-contractor's by phone, mobile phone, email, or any other mode of delivery about any facet of the RFP prior to negotiations is prohibited and may result in disqualification of proposals of any offending offeror. Prior to disqualification, the Negotiating Team shall request the Attorney General's office to conduct an investigation to verify the veracity of such communication and shall provide its recommendation to the negotiating team for action.
- XI. Authority to Clarify Proposals.** The Negotiation Team shall request any documents or information for any proposals received and deemed to be non-responsive or not qualified that will cause said proposals to be responsive and qualified. A proposal shall only be disqualified or rejected if any offeror fails to submit the requested information to the Negotiating Team within three business days after request.
- XII. Proceeding to the Next Phase.** After the conclusion of each phase identified in the RFP, Team Members must acknowledge, via signature or vote, such approval or disapproval to proceed to the next phase.
- XIII. Weighting and Ranking.** During the planning stage of each solicitation for group health and dental insurance, the Negotiating Team shall establish the processes and mechanisms for evaluating proposals submitted in response to a solicitation for the purpose of the ultimate ranking of proposals, to include the factors to be evaluated, the weighting of the various factors, the process of scoring the evaluation factors, the development of a scoring sheet or sheets, and all other processes that lead to the ultimate ranking of proposals. The Negotiating Team, and each Team member, shall follow the evaluation process developed for a given solicitation and as set out in the Request For Proposals for that solicitation.
- XIV. Review and Audit.** The Negotiating Team reserves the right and obligation to review and audit its evaluation determination during the solicitation process, consistent with the instructions and procedures provided for in a Request For Proposals, Guam law and regulations.
- XV. Roles of Team Members.** The following are the responsibilities of the Department of Administration personnel, consultant and negotiating team members. Any additional duties identified in the Consultant contract, 4 GCA, § 4301 and other pertinent sections that may arise hereafter are also included under these Rules of Procedures.
- A. **Recording of Meetings.** All meetings between the Negotiating Team's consultants and any offerors shall be recorded and be made available to members of the Negotiating Team upon request
- B. **Consultant:** Consultant is responsible for duties as defined in consultant contract and any amendments thereof.

C. DOA: The Department of Administration is responsible for the following:

1. Preparation of RFP to include comments and recommendations submitted by team members, finalization and issuance of RFP, advertisements, recordings of meetings with team, scheduling and notifications of meetings, compilation of voting sheets of motions made, responding to inquiries posed during the issuance of the RFP as guided by consultant, collection of incoming proposals, review of proposals to ensure for initial compliance as defined in the RFP, preparation of negotiations materials, securing site for negotiations, logistics, communications to TPAs as directed by Negotiation Team members and communications to the consultant except during designated official team meetings.
2. The publication date of the RFP is determined by the Chairperson of the Negotiation Team.

D. Negotiation Team Members: Negotiation Team members are responsible for the development of the minimum qualifications for proposals, development of the ranking system used to rank proposals, reviewing proposals upon conclusion of initial review by consultant, examination of the financial information, rating of proposals, determination of qualified TPAs after review, approval and recommendation from the consultant and Department of Administration, ranking of TPAs, negotiations, development of contractual language requirements, and the final recommendation, after obtaining guidance from the Consultant, Insurance Commissioner and Attorney General, to the Governor for approval.

XVI. Amendment. These Rules of Procedure may be amended by the Negotiating Team pursuant to the Administrative Adjudication Law, GCA, § 9301.

XVII. Compliance With Law. The Negotiating Team shall retain consultants cognizant of Federal and Guam laws as applicable to the provision of health and dental insurance and health and dental services, and as applicable to the solicitation and acquisition of group health and dental insurance programs for government employees, retirees, families and survivors.

XVIII. Vice Chairperson. There shall be a Vice Chairperson of the Negotiating Team chosen from among the members of the Negotiating Team by a majority vote of the Negotiating Team. The Vice Chairperson shall serve as Chairperson at any meeting of the Negotiating Team at which the Director of Administration is unable to attend.

EXHIBIT K

GOVERNMENT OF GUAM MANDATORY CONTRACT REQUIREMENTS FY2026 GROUP HEALTH INSURANCE PROGRAM

A. Government of Guam Group Health Insurance Contract Requirements

Offerors must comply with the Government of Guam Group Health Insurance Contract requirements which include PPACA. A summary of PPACA benefits and uniform glossary of terms is included on the following website: <http://www.cciio.cms.gov/resources/other/index.html#sbcug>

It is the intent of this contract to provide all of the benefits, rights and responsibilities afforded as a result of the Patient Protection and Affordable Care Act (Public Law 111-148), and the regulations promulgated under the authority of this Act.

B. Participating Contract

A fully participating contract will be implemented effective October 1, 2025 that allows for an annual accounting settlement – no later than April 1, 2026 which will produce either a positive or negative balance after accounting for Incurred claims and guaranteed retention. This surplus will be returned to Government of Guam either toward reducing any needed rate increase or in cash.

C. Guaranteed Renewability of Health Insurance Coverage

In the event that the government of Guam invokes the protection afforded by the Health Insurance Portability and Accountability Act of 1996, as amended, found at Section 2712 of the Public Health Services Act, and its regulations, for the guaranteed renewability of health insurance coverage the parties agree that coverage would be continued until a new contract is in place with the first ninety (90) days of coverage guaranteed at the same rate and plan designs.

D. Important Requirement of any Certificate of Insurance or Group Health Insurance Agreement:

The process to resolve disputes between the insurance TPA and the covered person (the subscriber and eligible dependents) related to denial of coverage by the insurance provider, to include rescissions, eligibility, pre-exclusion, medical necessity denial, and post-service reimbursement, must be consistent with the Patient Protection and Affordable Care Act and applicable regulations to include 45 CFR 147.136 and 29 CFR 2560.503. Requirements or provisions for an arbitration process to resolve disputes related to denial of coverage by the insurance TPA, to include rescissions, eligibility, pre-exclusion, medical necessity denial, and post-service reimbursement are not acceptable and will not be agreed to.