

CONTRACT NO. _____

CONTRACT
Wellness Counseling Services

WestCare Pacific Islands Inc.
(Contractor)

Guam Community College
(GCC)

Bid No: GCC-FB-24-011

Amount: \$162.50 per hour Individual Counseling Services
\$100.00 per hour Professional Consultation Services
\$25.26 per hour Outreach and Advocacy Services

Place: Guam Community College

FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this 18th day of April 2024, by and between Guam Community College, hereinafter called "GCC", represented by the Contracting officer executing this contract, party of the first part, and WestCare Pacific Islands, Inc., a 501(c)3 not for profit corporation of the Territory of Guam, hereinafter called the "Contractor" party of the second part.

WITNESSETH, That whereas the Guam Community College will obtain services from the Contractor to provide Wellness Counseling Services for GCC and UOG personnel called the "Services", in accordance with the scope of work set forth in the bid; and

WITNESSETH, That whereas a bid invitation was issued for Wellness Counseling Services referencing GCC Bid No: GCC-FB-24-011 and WestCare Pacific Islands, Inc. was the sole bidder who met all the requirements set forth in the bid; and

NOW THEREFORE, Guam Community College and Contractor for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to construct and furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a safe and efficient manner all the work required for the performance of these Services, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract.

(a) Contract Time: The contractor agrees to commence work under this contract upon issuance of a Purchase Order and to complete the Wellness Counseling Services based on the below requirements:

Contract Term: For a period of one (1) year commencing the date of award with an option to renew for four (4) additional year increments until services are no longer needed or funding is unavailable.

II. Guam Community College agrees to pay, subject to availability of funds, and the Contractor agrees to accept, in full payment for the performance of this contract, a total contract amount based on the services rendered.

III. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list of specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the contract documents, all of which are part hereof, and collective evidence and constitute the contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- (a) **Sealed Bid Solicitation Instructions**
- (b) **General Terms and Conditions Sealed Bid Solicitation and Award**
- (c) **Bid Form**
- (d) **Bid Schedule**
- (e) **Bid Bond**
- (f) **Subcontractor: No**
- (g) **SOW**
- (h) **Amendments- no amendments issued**

- IV. LIQUIDATED DAMAGES:** The Contractor further agrees to pay to GCC the sum of one-fourth of one percent (1%) of the contract amount per calendar day not as a penalty, but as reasonable liquidated damages for breach of this contract by the Contractor by his failing, neglecting or refusing to complete work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the contract for completing the work ready for use and/or operation. Liquidated damages will start after contract completion deadline.
- V. SPECIAL PERMITS AND LICENSES:** The Contractor shall, at his own expense, procure all permits, certificates, and licenses and shall give notices and necessary reports required by law for the Scope of Work. Failure to maintain required permits and licenses shall be grounds for immediate termination of contract.
- VI. CONTROL:** The Dean of Technology and Student Services will meet periodically with the Contractor for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems.
- VII. NON-DISCLOSURE:** The Contractor understands that GCC has disclosed or may disclose information relating to but not limited to employees', students', vendors'/contractor', and other GCC entity relationships information, which to the extent previously, presently, or subsequently disclosed to the Contractor is hereinafter referred to as "Proprietary and Confidential Information" of GCC.

In consideration of the disclosure of Proprietary and Confidential Information by GCC, the Contractor hereby agrees: (i) to hold the Proprietary and Confidential Information in strict confidence and to take all reasonable precautions to protect such Proprietary and Confidential Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials), (ii) not to disclose any such Proprietary and Confidential Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary and Confidential Information except to evaluate internally its relationship with GCC, and (iv) not to copy or reverse engineer any such Proprietary and Confidential Information.

The Contractor may make disclosures required by law or court order provided the Contractor uses diligent reasonable efforts to limit disclosure and has allowed the GCC to seek a protective order.

Immediately upon the written request by GCC at any time, the Contractor will return to GCC all Proprietary and Confidential Information and all documents or media containing any such Proprietary and Confidential Information and any and all copies or extracts thereof, save that where such Proprietary and Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

- VIII. JUSTIFICATION OF DELAY:** The Contractor guarantees that the services will be completed within the agreed upon time frame. If however, the Contractor cannot comply with the completion requirement, it is the Contractor's responsibility to advise GCC in writing explaining the cause and reasons for delay.
- IX. GENERAL COMPLIANCE WITH LAWS:** In the performance of work provided herein, Contractor agrees that it shall be conducted in full compliance with any and all applicable laws, rules and regulation adopted or promulgated by any governmental agency or regulatory body, both territorial and federal. Contractor assumes full responsibility for the payment of all contributions payroll taxes or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any territorial or federal laws.
- X. EQUAL EMPLOYMENT OPPORTUNITY:** Contractor not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take corrective action to ensure that employees are treated equally during employment without regard to their race, color, religion, sex, sexual orientation, or national origin.

- XI. CONVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that he has not employed any person to solicit or secure the contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give GCC the right to terminate the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- XII. TERMINATION.** Either party GCC may, by thirty days written notice to the Contractor other Party terminate this agreement in whole or part at any time for any reason the Contractor's failure to perform any of its obligations under this Agreement.
- XIII. DISPUTES.** The Dean of Technology & Student Services is responsible for the administration of this agreement. All disputes arising under this agreement shall be decided by GCC, through the President. The Contractor may appeal the decision rendered on a dispute by submitting an appeal in writing to the President within thirty (30) days of the receipt of the decision.
- XIV. CONTRACT BINDING.** It is agreed that this contract and all the Covenants hereof shall inure to the benefit of and be binding upon GCC and the Contractor respectively and his partners, successors, assignees and legal representatives. Neither GCC nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the building or works covered by this contract, or the land upon which the same is situated.
- XV. INDEMNITY.** The Parties agree to save and hold harmless the other party GCC, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Party, Contractor, the Party's Contractor's officers, agents, servants or employees under this contract.
- XVI. MODIFICATION OR AMENDMENTS:** No modification, amendment, alteration or change of the terms and conditions of this Agreement shall be valid or enforceable unless made in writing and executed by both parties hereto and approved by appropriate action by GCC.

XVII. ATTORNEY FEES: If either GCC or Contractor institute legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and cost of suit.

XVIII. INSURANCE: During the term of this agreement, Contractor must maintain insurance as required in the Bid Invitation. Contractor is responsible for obtaining all applicable insurance. GCC assumes no liability for any accident or injury that may occur to the Contractor, his agents, dependents, or personal property while on GCC premises performing said scope of service.

XIX. ASSIGNMENT OF AGREEMENT: Assignment will not be accepted without approval from GCC. Request for approval of assignment must be made with submission of proposal. No assignment will be accepted if request is not made in writing with the proposal.

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

XXI. NOTICES: All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally, or shall be deemed to be received as of the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid as follows:

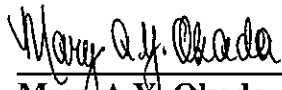
GCC: Guam Community College
P.O. Box 23069 GMF
Barrigada, Guam 96921

The Contractor: WestCare Pacific Islands, Inc.
402 E. Marine Corps Drive Ste. 200
Hagatna, Guam 96910

With a Copy to WestCare Foundation, Inc.,
Attn Exec VP
1711 Whitney Mesa Dr., Henderson, NV 89014

IN THIS WHEREOF parties hereto have executed this contract as of the day and year first written.

Ms. Aja Ramos
Chief Operating Officer
WestCare Pacific Islands, Inc.
Resolution WCPI 2023-01



Mary A.Y. Okada, Ed.D.
President
Guam Community College

CERTIFIED FUNDS AVAILABLE:

Contract No.: _____
FOAP: 12.7000.7230.33.CNSLNG