

INSTRUCTIONS TO OFFERORS

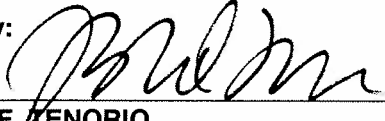
If you are going to download a copy of the **RFP 16-09** packet from this website and your firm is interested in submitting a proposal, please register with the Procurement Office so that your firm is informed of amendments to the RFP if any.

To register please email:

Marissa C. Antonio (Tel: 475-3175)
Assistant Procurement Administrator
Email: mantonio@guamcourts.org

Thank you.

Prescribed By: Judiciary of Guam	REQUEST FOR PROPOSAL (SERVICE CONTRACT)	Page No. 1	Number of Pages
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Issued By:  JOSHUA F. TENORIO, Administrator of the Courts	Address: JUDICIARY OF GUAM GUAM JUDICIAL CENTER PROCUREMENT SECTION 120 WEST OBRIEN DRIVE HAGÁTÑA GUAM 96910 Tel: (671)475-3175/3393 Fax: (671)477-8009
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Date Issued: August 22, 2016	Request For Proposal No.: 16 - 09
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Sealed Proposals (1) original and (4) copies, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PROPOSAL, ITS SCHEDULE AND THE ATTACHED GENERAL PROVISIONS, will be received at the above office until: **2:00 o'clock p.m., September 6, 2016 (Chamorro Standard Time).**

General information and instructions to offerors are contained in the terms and conditions attached.

SCHEDULE

Item No.	Supplies or Services	Quantity (No. of Units)	Unit	Unit Price	Amount
1.	Consolidated Insurance Program and Brokerage Services (See attached Attachment A for Scope of Services)	Please leave this space blank when submitting proposals. ***** See General Terms for instructions.			

Proposal	Date
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Offers providing less than sixty (60) calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Indicate Whether: () Individual () Partnership	() Corporation Incorporated in the state of:
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NAME AND ADDRESS OF OFFEROR: (Type or Print) _____ _____ _____	SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS PROPOSAL: _____
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AWARD:	CONTRACT NO.:	DATE:
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Accepted as to items numbered Amount \$ _____	By: Contracting Officer
Invoice for payment should be mailed to: _____	Accounting and Appropriation Date
Payment will be made by: _____	

JUDICIARY OF GUAM

Request For Proposal No. RFP 16-09

Item no.	Description of Services	Term
1.	Consolidated Insurance Program and Brokerage Services	Three (3) years with options to renew for two additional years to be renewed annually.

I. GENERAL INFORMATION

Purpose: This Request for Proposals (RFP) is issued to solicit proposals from qualified entities to provide a Consolidated Insurance Program and Brokerage Services for the Judiciary of Guam. **See Attachment A for Scope of Services and Exhibit A for Description of Properties.**

Authority: This RFP is governed by the Judicial Council of Guam Procurement Regulations adopted on March 19, 2004, as amended, and the applicable laws of Guam.

Issued By: Joshua F. Tenorio, Administrator of the Courts (Purchasing Officer)
Judiciary of Guam
Guam Judicial Center
120 West O'Brien Drive
Hagåtña, Guam 96910

Date Issued: This RFP is issued **August 22, 2016.**

Date Due: All original copies of proposals must be submitted by **2:00 p.m. on September 6, 2016.** Late proposals will not be considered.

Proposals: One (1) original and five (5) copies of the proposals must be submitted in a sealed envelope addressed to the Judiciary of Guam and clearly marked RFP 16-04. The offerors name, address and phone numbers must also be identified on the envelope.

Place: Proposals must be submitted to the Office of the Procurement & Facilities Management located at the Guam Judicial Center, 1st floor, 120 West O'Brien Drive in Hagåtña, Guam.

Questions: Questions concerning this RFP may be directed to:
Gloria J. Long
Procurement & Facilities Management Administrator
Procurement & Facilities Management Office

Guam Judicial Center
120 West O'Brien Drive
Hagåtña, Guam 96910
Tel: (671)475-3393/3175
Fax: (671)477-8009
Email: glong@guamcourts.org and/or mantonio@guamcourts.org

Questions/Inquiries Due Date: The last day that the Judiciary will receive questions or inquiries regarding this RFP is **August 30, 2016 at 5pm.**

Conference: A pre-proposal conference and/or site-visit may be conducted at the discretion of the Purchasing Officer to explain procurement requirements. Notice of a pre-proposal conference and/or site-visit will be sent to all prospective offerors known to have obtained this RFP.

II. AMENDMENTS TO THE RFP AND MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

A Amendments/addendums to RFP shall be identified as such and shall require that each offeror acknowledge receipt of all amendments/addendums issued in their proposal. **Failure to acknowledge any amendments/addendums issued shall result in disqualification from the RFP.** Amendments/addendums shall be sent to all prospective offerors known to have obtained this RFP. Amendments/addendums shall be distributed within a reasonable time to allow prospective offerors to consider them in preparing their proposals.

Amendments/Addendums

Date

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

III. HANDLING AND OPENING OF PROPOSALS

Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be established which shall include, for all proposals, the name of offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of proposal shall be opened to public only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

IV. EVALUATION OF PROPOSALS

A. The Purchasing Officer or his assignee shall evaluate the proposals and may conduct discussions with any of offerors pursuant to the Judiciary of Guam Procurement Regulations. The

Purchasing Officer or his assignee shall then select, in order of their qualification ranking based on the following criteria and point schedule, no fewer than three (3) acceptable offerors (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services. The qualification ranking shall be determined by the following evaluation criteria and weighed point schedule.

Past Performance and Experience	25 Points
Understanding of Project Requirements	15 Points
Organization and Management Plan	10 Points
Key Personnel	10 Points
Cost Proposal	40 Points

Total: 100 Points

- B. After the proposals are evaluated and offerors are ranked, the top three (3) ranked offerors will be asked to present their programs to the Judiciary’s review panel.
- C. Each of the top three (3) offeror shall submit its best and final offer to the Judiciary. The Judiciary’s review panel will conclude the evaluation and begin negotiation with the ranked no. 1 offeror.

V. NEGOTIATION AND AWARD OF CONTRACT

- A. Following the evaluation and ranking of the proposals, the best qualified offeror will be promptly notified. The Purchasing Officer conducting the procurement or a designee of such officer shall negotiate a contract with the best qualified offeror at the compensation determined in writing to be fair and reasonable. Contract negotiations shall be directed toward: (1) making certain requirements involved in providing the required services; (2) determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time; (3) agreeing upon compensation which is fair and reasonable, and doing so while taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
- B. If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract will be awarded to that offeror, although no award will be made until the offeror provides proof that a Guam business license has been obtained.
- C. Written notice of award shall be public information and made a part of the contract file.
- D. If compensation, contract requirements, and contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons thereof shall be placed in the file and the Purchasing Officer shall advise such offeror of the termination of negotiations which shall be confirmed by written notice within three (3) business days. Upon failure to negotiate a contract with the best qualified offeror, the Purchasing Officer may cancel the procurement or may enter into negotiations with the next most qualified offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror.

- E. If no contract can be negotiated with the offerors initially selected as the best qualified offerors, the Purchasing Officer may cancel the RFP or proposals may be re-solicited or additional offerors may be selected based on their original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with these rules until an agreement is reached and the contract is awarded.

VI. CONTENTS OF PROPOSALS

Proposals must address how the offeror will be able to provide the scope of services that are identified in **Attachment A. Proposals must include price.** Pursuant to the Judicial Council's Procurement Regulations, the most qualified offeror will be selected after review of all proposals and consideration of the evaluation criteria set forth in **Section IV** and below. The most qualified offeror will be contacted and required to submit any necessary additional cost and pricing data prior to negotiations.

The following factors will be considered when evaluating proposals:

- A. Has the offeror successfully delivered on past projects?
- B. Has the offeror demonstrated a thorough knowledge of the project?
- C. Has the offeror demonstrated a thorough knowledge of what is required to perform Insurance Broker and Administrative Services?
- D. Has the offeror demonstrated risk-financing options sufficient to accomplish the scope of work in Attachment A?
- E. Has the offeror given the clear evidence that it understands the market conditions it will encounter and is able to provide the authority with the best coverage at the least financial risk?
- F. Has the offeror demonstrated sufficient information and data collecting systems to provide administration services and required reports?
- G. Has the offeror demonstrated how its process will complement the services provided by insurance companies?
- H. Has the offeror demonstrated how it will advise the Judiciary in oversight of construction safety programs?
- I. Are the personal qualifications and professional skills of the Key Personnel nominees appropriate for the roles assigned?
- J. Does the account manager have sufficient authority within his organization to effectively lead and manage the project?

VII. GENERAL REQUIREMENTS AND PROVISIONS

- A. Pursuant to Guam law, this RFP and any contract awarded hereunder are subject to appropriation and the availability of funds.
- B. If no funds are approved by the Judicial Council or the Guam Legislature in the fiscal year following any contract entered into between the parties, the contract will automatically expire at the end of the existing fiscal year for which funds have been appropriated.
- C. The Judiciary of Guam reserves the right without prejudice to reject all proposals of offerors which have been submitted in response to this RFP, if it is determined to be in the best interest of the Judiciary of Guam, for any reason allowed by law and/or regulation or for any reason whatsoever.
- D. This RFP and any contract awarded hereunder shall be construed under the Judicial Council Procurement Regulations and the applicable laws of Guam.



JOSHUA F. TENORIO
Administrator of the Courts



DATE

EXHIBIT A

EXHIBIT A: DESCRIPTION OF PROPERTIES
(RFP 16-09)

A. Guam Judicial Center – 120 West O’Brien Drive Hagåtña

The Guam Judicial Center (the Main Courthouse) was constructed in 1991. It has three stories above ground and a basement. It is a precast and poured in place concrete facility of approximately 127,000 square feet. The building is serviced by 5 elevators and a 900kw emergency generator. The building is fully sprinkled, and has a video surveillance and duress alarm system in place. It contains nine courtrooms and one hearing room. The Superior Court of Guam is located on the first two floors, and the Supreme Court of Guam is located on the third floor. Approximately 300 people work in the Main Courthouse. In addition to courtrooms and chambers, the following are housed in Main Courthouse: Administrator of the Courts and associated administrative support offices; the Marshal’s Division; the Clerk’s office, Client Services & Family Counseling, the Court reporter’s Office, Court Programs; and the Maintenance Division.

B. Guam Historic Courthouse – 110 West O’Brien Drive Hagåtña

The Guam Historic Courthouse was constructed in 1968. It consists of two stories above ground. It is approximately 20,656 square feet and is a concrete facility. This building is serviced by a 210 kw generator and has one elevator. The building does not have a sprinkler system in place. The building is listed on the Guam Historic Register. The following offices are housed in the Annex: Office of the Public Guardian; Adult Drug Court Probation; Adult and Juvenile Probation Intake; Adult Drug Court; Sex Offenders’ Registry; Pretrial Services; Adult Probation; Juvenile Drug Court; Alternative Sentencing Office; Juvenile Probation Intake; Juvenile Probation; and Mental Health Court Section. Approximately 90 staff currently works in the Guam Historic Courthouse.

The Judiciary is looking to renovate this facility using USDA loan proceeds to fund the project. The Guam Historic Courthouse, once renovated, will serve as the new home of the Guam Supreme Court, the Office of the Public Guardian, and the office of the Ethics prosecutor which are currently apart of the Guam Judicial Center. The renovation is currently in design phase with construction anticipated to start within 6 months for duration of 14-20 months.

C. Northern Court Satellite (NCS) – Dededo Mall, Dededo

The Northern Court Satellite, located in Dededo, consists of a single court room and administrative support services to support this location. The NCS is located in approximately 7,500 square feet of leased space that is part of a concrete, cast in place, shopping mall facility. The NCS has been in operation since August 1, 2009 and is in year 7 of its 10 year lease.

D. Newly Leased Facility

The Judiciary is also looking to lease the building located at 465 Route 4, Hagåtña, Guam. This building consists of 10,500 square feet of precast and poured in place concrete will be renovated to house the probation division currently housed in the Guam Historic Courthouse. The Judiciary intends to execute a long term lease for this facility and will look to obtain property coverage once the renovations are complete.

ATTACHMENT

A

**Attachment A: Scope of Work
(RFP 16-09)**

Service requirements include but are not limited to the following:

I. CONSOLIDATED INSURANCE PROGRAM AND BROKERAGE SERVICES

- Perform all on-site inspections and data gathering necessary to prepare underwriting submissions to property and liability insurance markets. Provide submission materials to Judiciary for review and approval prior to distribution to underwriters.
- Identify and present to qualified insurance markets underwriting submissions including specifications for coverages.
- Obtain and evaluate insurer proposals and prepare and submit a written analysis to the Judiciary. Identify the best insurance solutions, including appropriate coverage, policy limits and risk-financing structure. Provide copies of all quotations and declinations.
- Schedule interviews with most qualified proposers. Arrange for participation by appropriate Judiciary representatives in the interview process.
- Work with the Judiciary to negotiate with underwriters on terms and conditions to obtain the most beneficial and cost-effective coverages available to the Judiciary.
- Obtain insurance quotations for additional construction-related insurance coverages as needed, such as builder's risk, renter's insurance and any other coverage the Judiciary may require.
- Bind coverage as instructed by the Judiciary. Work to obtain prompt issuance of policies after coverage is bound.
- Receive and promptly review policies when provided by insurers. Verify the accuracy of rates and premiums. Verify wording on new policies, binders, certificates, endorsements or other documents when they are received. Confirm that all negotiated coverage enhancements are provided and obtain revisions in such documents as necessary. Provide proof of such review and confirmations. For example, the Judiciary may require reviewers' initials on each page of coverage documents as evidence of review.

- Promptly submit originals of all policies and endorsements to the designated Judiciary.
- Coordinate services provided by insurance carriers, including safety, claims adjusting, management information reporting and claims management.
- Assure that all coverages are placed with financially responsible insurers.
- Assist in and facilitate the adjustment and settlement of claims and losses. Advise on coverage application to specific loss situations and advocate for coverage on behalf of the Judiciary.
- Meet with the Judiciary personnel no less often than quarterly to discuss insurance issues, claims, loss trends, and other matters affecting the purchased insurance program.
- Recommend appropriate contractor deductibles (contractual obligations); identify loss situations in which such deductibles shall apply; invoice contractors for deductibles; pursue to the extent necessary and recover deductible amounts from contractors and submit recovery checks to the Judiciary.
- Maintain records of applied deductibles and recoveries, as applicable (by contractor and for third parties).
- Provide third-party recovery and subrogation assistance to the extent losses occur within any retention or program deductible.
- Participation in and advise Judiciary on claims and litigation management and analysis.
- At conclusion of the purchased insurance program:
 - * Assist in resolving all outstanding claims;
 - * Audit any dividend or retro calculation and prepare a report identifying the results of the audit; and
 - * Assist in any negotiations with insurers regarding reserves and dividend or retro adjustments; and
- Assist in collection of return premiums or dividends due to the Judiciary for insurers, if any

II. Coverage Desired:

- a. **Property Insurance: All Perils**
Guam Judicial Center
Guam Historic Courthouse when renovation is completed.

- b. **Builder's Risk Insurance**
Guam Judicial Center
465 Route 4 during renovation.

- c. **Renter's Insurance**
Northern Court Satellite
465 Route 4 once renovations are completed.

- d. **Option for Property Insurance: All Perils excluding typhoon**
Guam Judicial Center
Guam Historic Courthouse

Deductible Preference Options:

\$10,000.00, \$50,000.00, \$100,000.00, \$250,000.00

Exhibit A-1 Elements of Consolidated Insurance Program.

Property Insurance

Guam Judicial Center
11 Million Cost
3 Million Contents

Guam Historic Courthouse

Quotation Options

All Perils

All Perils without Typhoon

Builder's Risk

Guam Historic Courthouse
\$4.8 Million
465 Route 4
\$.5M

Construction Cost

TI Costs

Renters Insurance TI and Contents

Northern Court Satellite
\$2.4 Tenant Improvement
1 Million Contents

465 Route 5
\$.5M Tenant Improvement
\$.5M Contents

Employee Fidelity Bond \$10,000, \$25,000 options

Clerk of the Courts
Marshal of the Courts
Office of Public Guardian
Financial Management Department

Show options for all 3 levels of Coverage

Preferred Deductible Options for Property, Builder's Risk, Renter's Insurance

\$10,000
\$50,000
\$100,000
\$250,000

JUDICIARY OF GUAM
GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

RFP Solicitation and Award

ONLY THOSE BOXES CHECKED BELOW ARE APPLICABLE TO THIS RFP.

- (x) 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the Judicial Council of Guam Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contract to act in good faith.

- (x) 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the offeror to provide the Judiciary of Guam with specified services or with materials, supplies, or equipment completely assembled and ready for use.

- (x) 3. **TAXES:** Offerors are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

- (x) 4. **LICENSING:** Offerors are cautioned that the Judiciary of Guam will not consider for award any offer submitted by an offeror/ who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the other Director of Revenue and Taxation. **A copy of the business license and/or certificate should be submitted with the proposal and must be received prior to award of contract.**

- (x) 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam.

- (x) 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Offerors shall comply with all specifications and other requirements of the Solicitation.

- (x) 7. **INDEPENDENT PRICE DETERMINATION:** The offeror, upon signing the RFP, certifies that the prices in his proposal were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law.

- (x) 8. **RFP ENVELOPE:** Envelope shall be sealed and marked with the offeror's name, RFP Number, time, date and place of submission.

- (x) 9. **MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT:** Each person submitting a proposal for any portion of the work covered by the RFP documents shall execute an affidavit on the form provided when the person(s) who have held more than ten percent (10%) of the company's shares during the past twelve (12) months. Such affidavit shall be attached to the proposal. **Failure to submit with the proposal shall be disqualified from the RFP.**
- (x) 10. **NON-COLLUSION AFFIDAVIT:** Each person submitting a proposal for any portion of the work covered by the RFP documents shall execute an affidavit on the form provided, certifying to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal. **Failure to submit with the proposal shall be disqualified from the RFP.**
- (x) 11. **COMPETENCY OF OFFERORS:** Proposals will be considered only from such offerors who, in the opinion of the Judiciary of Guam, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- (x) 12. **DETERMINATION OF RESPONSIBILITY OF OFFERORS:** The Administrator of the Courts reserves the right for securing from offerors information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 13 of these General Terms and Conditions.
- (x) 13. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the best qualified offeror, whose proposal is determined to be the most advantageous to the Judiciary of Guam, taking into consideration the evaluation factors set forth in the Solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Judiciary of Guam may require to waive any minor irregularity in the proposal received. The Administrator of the Courts shall have the authority to award, cancel or reject proposals, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the most best qualified offeror within the specified time for acceptance as indicated in the Solicitation, results in a binding contract without further action by either party. It is the policy of the Judiciary of Guam to award the contracts to best qualified offerors. No award shall be made under this Solicitation which shall require advance payment or irrevocable letter of credit from the Government.
- (x) 14. **INSPECTION:** All supplies, materials, equipment or services delivered under this contract shall be subject to the inspection and/or test conducted by the Judiciary of Guam at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Judiciary of Guam shall have the right to reject items or require that they be corrected. The number of days required for corrections will be determined by the Judiciary of Guam.

- (x) 15. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Judiciary of Guam employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks.
- (x) 16. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government 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.
- (x) 17. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national of origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex or national of origin.
- (x) 18. **COMPLIANCE WITH LAWS:** Offeror awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- (x) 19. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Judiciary of Guam that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default.
- (x) 20. **JUSTIFICATION OF DELAY:** Offerors who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the offeror is not able to meet the specified delivery date, he is required to notify the Administrator of the Courts of such delay. Notification shall be in writing and shall be received by the Administrator of the Courts at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Judiciary of Guam reserves the right to reject delay justification if, in the opinion of the Administrator of the Courts, such justification is not adequate.

(x) 21. **PROTEST:** (a) Any aggrieved party who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, and who wishes to pursue a protest shall file a written protest with the Purchasing Officer. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knew or should have known of the facts giving rise to the protest. (b)The Purchasing Officer shall have the authority to settle and resolve a protest. (c) If the protest is not resolved by mutual agreement, the Purchasing Officer shall issue a decision in writing within thirty (30) days of receipt of the protest. If no written decision has been issued by the Purchasing Officer at the expiration of the thirty (30) day period, such shall be considered an adverse decision. (d) Upon the issuance of an adverse decision by the Purchasing Officer, or upon the expiration of the thirty (30) day period after filing of the complaint, the aggrieved party may file an action in the Superior Court of Guam for appropriate relief within fourteen (14) days of such adverse decision or expiration of time.

(x) 22. **RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS:** The Contractor must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry; and that if any person providing services on behalf of the Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

(x) 23. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm received a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address _____

Telephone: _____

REQUIRED FORMS

1. Major Shareholder Disclosure Affidavit Form
2. Non-Collusion Affidavit Form

SPECIAL PROVISIONS

All bidders are required to submit a current affidavit as required below, failure to do so will mean disqualification and rejection of the bid.

Excerpt from PL 1844

Section 44. A new Section 6961.3 is added to the Government Code to read:

ASection 6961.3. Disclosure of major shareholders. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.@

NOTE: Each affidavit is only good for the month within which it was prepared and notarized.

EXAMPLE:

1. A bidder intends to participate in bids schedule for October 05, 15, and 25, 2003. He has to prepare and submit a **NEW AFFIDAVIT ON OCTOBER 05** and may submit **COPIES** of affidavit on the bids for October 15 and 25.
2. A bidder intends to participate in bid scheduled for October 20 and November 05, 2003. He has to submit a **NEW NOTARIZED AFFIDAVIT** for **EACH BID**.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

I, the undersigned, _____, being first duly sworn, deposes and says:

1. That the persons who have held more than ten percent (10%) of the company=s shares during the past twelve (12) months are as follows:

Table with columns: Name, Address, Percentage of Shares Held. Includes a row for Total Number of Shares.

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this Affidavit is submitted are as follows:

Table with columns: Name, Address, Compensation, Amount of Gratuity or Other.

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this _____ day of _____, 20_____.

By: _____

Notary Public _____
In and for the Territory of _____
My commission expires: _____

FORM OF NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

STATE OF _____)
) ss.
CITY OF _____)

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of firm of, etc.)

that the party making foregoing proposal or bid for _____, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix profit, overhead or cost element of said bid price of affiant or of that of any other bidder, or to secure any advantage against the Judiciary of Guam or any person interested in proposed contract, and that all statements in said proposal or bid are true.

Signature of _____

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public

My commission expires _____, 20__.