Prescribed By: Judiciary of Guam	BID INVITATION	Page No. 1	Number of Pages

Issued By: JOSHUA F. TENORIO, Administrator of the Courts	Address: JUDICIARY OF GUAM GUAM JUDICIAL CENTER PROCUREMENT SECTION 120 WEST O'BRIEN DRIVE HAGÅTÑA, GUAM 96910 Tel: (671)475-3393 Fax: (671)477-8009
Date Issued: November 14, 2016	**BID INVITATION NO.: 17-01**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER:	☐ INDIVIDUAL	☐ PARTNERSHIP	☐ CORPORATION

INCORPORATED IN:

This Bid shall be submitted in quintuplicate and sealed to the issuing office above no later than (Time) **2:00 p.m.** (Date) **December 2, 2016, Guam Standard Time**, and shall be publicly opened. Bids submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

SCHEDULE

Item No.	Supplies or Services	Terms
1.	Confirmatory Drug Testing Services ***See Section V for Specifications.***	1st Term-from purchase order approval up until the end of fiscal year (9/30/17) Option Terms to be renewed annually: 2nd Term-10/1/17-9/30/18 3rd Term-10/1/18-9/30/19

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid and other considerations remain firm and irrevocable within 60 calendar days from the date opening to supply any or all of the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:	**SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:**
_____ _____ _____ _____	_____ **Print Name & Signature** _____ **Title**

AWARD:	**CONTRACT NO.:**	**AMOUNT:**	**DATE:**

Accepted as to items numbered	**By:** **Contracting Officer**

JUDICIARY OF GUAM

Invitation For Bid (IFB) No. 17-01

Item no	Description	Terms
1.	**Confirmatory Drug Testing Services**	**1-Year Contract with an option to renew annually but not to exceed 3 years total.**

I. GENERAL INFORMATION:

Purpose: This Bid Invitation is issued to solicit bids from qualified entities for Confirmatory Drug Testing Services as described above, and in **Section V. Scope of Services**, for Judiciary of Guam.

Authority: This Bid Invitation 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
Hagatna, Guam 96910

Date Issued: This Bid is issued **November 14, 2016**

Date Due: All original copies of bids must be submitted by **2:00 p.m. on December 2, 2016, Guam Standard Time**. All bids will be opened and read aloud at the Administrator of the Courts' Conference Room on that said date and time. Late bids will not be considered.

Question/Inquiries Deadline: The last day that the Judiciary will receive questions or inquiries regarding this bid is **November 21, 2016 at 5:00 p.m.**

Proposals: One (1) original and four (4) copies of the bids must be submitted in a sealed envelope addressed to the Judiciary of Guam and clearly marked "IFB no. 17-01". The bidder's name, address and phone numbers must also be identified on the envelope.

Place: Bids must be submitted to:
Office of the Procurement & Facilities Management Division
Guam Judicial Center, 1st floor
120 West O'Brien Drive, Hagatna, Guam 96910

Questions: Questions concerning this IFB may be directed to:
Procurement & Facilities Management Division
Ms. Gloria J. Long,
Procurement & Fac. Mgt. Administrator

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

Conference: A pre-bid conference may be conducted at the discretion of the Purchasing Officer to explain procurement requirements. Notice of a pre-bid conference will be sent to all prospective bidders known to have obtained this Bid Invitation.

II. AMENDMENTS/ADDENDUMS TO BID INVITATION

Amendments/addendums to Invitation for Bid shall be identified as such and shall require that each bidder acknowledge receipt of all amendments/addendums issued in their proposal. **Failure to acknowledge any amendments/addendums issued shall result in disqualification from the bid.** Amendments/Addendums shall be sent to all prospective bidders known to have obtained this Invitation for Bid. Amendments/addendums shall be distributed within a reasonable time to allow prospective bidders to consider them in preparing their bids.

Amendment/Addendum no.	**Date**
_____	_____
_____	_____
_____	_____

III. MODIFICATIONS OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by bidders by written notice submitted prior to the date and time set for bid opening. Bidders must be correct mistakes in their bids by submitting a timely modification or withdrawing and resubmitting bids. Late modifications or withdrawals will not be considered.

IV. OPENING OF BIDS, PUBLIC INSPECTION, PROPRIETARY INFORMATION

Bids shall be opened in public at the time and place stated in the public notice. Each bid, with the name of the bidder, shall be entered on a written record. The opened bids shall be available for public inspection except those parts of each bid that have been designated as trade secrets or proprietary data. Such trade secrets or proprietary data must be clearly designated and readily separable from the bid. Prices and contractual terms shall not be deemed secret or proprietary and shall be available for public inspection.

V. SCOPE OF SERVICES

Purpose: The mission of the Probation Services Division is to assist in keeping the community safe and secure. This is accomplished through the enforcement and monitoring of court orders for more than 7,143 adult and juvenile offenders. One method of supervision consists of daily drug testing. The Probation

Services Division administers an average 500 drug tests per week. This bid solicitation is for the contracting of Confirmatory Drug Testing on an as needed basis.

Requirements:

1. The vendor will be required to administer a second laboratory procedure used to analyze positive test result from a screening initially administered through the Probation Services Division.

2. Once a positive test result is confirmed by the Probation Office, the vendor will be required to pick up the positive, inconclusive, or suspicious specimen at the Probation Office within that same day, or the following day if the notification is made after 3 p.m. Specimens will be picked up at 110 West O'Brien Drive between the hours of 8:30 a.m.-5:00 p.m. Laboratory chain of custody procedure must be adhere to when doing so in order to avoid compromising collected samples.

3. Vendor will ONLY perform confirmatory drug testing on the drug(s) or substance selected by the Probation representative.

4. Secondary test must be done through Gas Chromatography/Mass spectrometry.

5. The following type of drugs will be requested for confirmatory services with the following cut off levels.

   a. Marijuana 0ng/ml
   b. Cocaine 0ng/ml
   c. Opiates 0ng/ml
   d. Amphetamine 0ng/ml
   e. Methamphetamine 0ng/ml
   f. PCP 0ng/ml

6. When requested by the Intake Probation Supervisor and/or his/her Representative, the vendor will be required to test for substances or ingredients that adulterates.

7. Confirmation testing must be done in a licensed business by certified laboratory technicians.

8. The vendor is required to supply all necessary material for specimen pickup such as laboratory forms, specimen cups, and labels in advance for the Probation Office to prepare prior to pick up.

9. **Vendor must provide test results no later than seven (7) days (within five (5) days is preferred)** after pick up and must provide these results through an electronic method such as e-mail or an online web tool which should be granted access to or e-mail to a Probation Representative and two alternates.

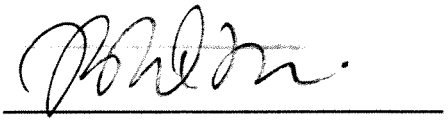
10. **Vendor is required to keep all information confidential.**

VI. Bid Price

1. Bid price shall remain firm for the entire term of the contract. The prices inserted below shall include all cost associated with the confirmatory services such as supplies (forms, cups, labels, custody bags etc.), pick-up, and testing.

Item No.	Drug or Substance	Cut off Level	Price Per Test
1.	Marijuana	0 ng/ml	$_____
2.	Cocaine	0 ng/ml	$_____
3.	Opiates	0 ng/ml	$_____
4.	Amphetamine	0 ng/ml	$_____
5.	Methamphetamine	0 ng/ml	$_____
6.	PCP	0 ng/ml	$_____
7.	Adulterants	None	$_____

Note: The Judiciary of Guam reserves the rights to add other type drugs not listed above, within the contract period. Price will be negotiated separately.



Joshua F. Tenorio,
Administrator of the Courts

11/9/16
Date

JUDICIARY OF GUAM
GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

Sealed Bid Solicitation and Award

ONLY THOSE BOXES CHECKED BELOW ARE APPLICABLE TO THIS BID.

(x) 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the Judicial Council of Guam Procurement Regulations. The Bid 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 bidder to provide the Judiciary of Guam with specified services or with materials, supplies, or equipment completely assembled and ready for use.

(x) 3. **TAXES**: Bidders 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:** Bidders are cautioned that the Judiciary of Guam will not consider for award any offer submitted by a bidder 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 bid 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**: Bidders shall comply with all specifications and other requirements of the Solicitation.

(x) 7. **"ALL OR NONE" BIDS**: By checking this item, the Judiciary of Guam requesting all of the bid items to be bidded or none at all. **The Judiciary of Guam will not award on an itemized basis.**

( ) 7a. <u>If the Judiciary of Guam does not require all or none</u> bids (Section 7 is not checked off), but the bidder indicates on the bid that it is an all or none bid, then the Judiciary of Guam will deem the bid submitted to be non-responsive.

(x) 8. **INDEPENDENT PRICE DETERMINATION**: The bidder, upon signing the Invitation to Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law.

(x) 9. **BIDDERS' PRICES**: The Judiciary of Guam will consider not more than two (2) Basic and Alternate item prices and the offeror shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the product's origin. Where basic or alternate bid meets the minimum required specifications, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.

(x) 10. **BID ENVELOPE**: Envelope shall be sealed and marked with the bidder's name, Bid Number, time, date and place of Bid Opening.

(x) 11. **MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT:** Each person submitting a bid for any portion of the work covered by the bid 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 bid proposal. **Failure to submit with the bid proposal shall be disqualified from the bid.**

(x) 12. **NON-COLLUSION AFFIDAVIT:** Each person submitting a bid for any portion of the work covered by the bid 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 bid submitted. Such affidavit shall be attached to the bid proposal. **Failure to submit with the bid proposal shall be disqualified from the bid.**

(x) 13. **BID BOND REQUIREMENT**: Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Judiciary of Guam pending award. The Bid Guarantee Bond or Letter of Credit must be issued by any local surety or banking institution licensed to do business on Guam. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be payable to the Judiciary of Guam in the amount of fifteen percent **(15%)** of his highest total proposed amount. Bid Guarantee will be a Bid Bond on Government Standard Form BB-1 ***(copy enclosed).*** Personal Checks will not be accepted as Bid Guarantee. If successful offeror (***contractor***) withdraws from the Bid or fails to enter into contract within the prescribed time, such Bond will be forfeited to the Government of Guam. **Bid will be disqualified if not accompanied by a Bid Bond, Letter of Credit, Certified Check or Cashier's Check**. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority form the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation**. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid.**

( ) 14. **PERFORMANCE BOND REQUIREMENT**: The bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit, Certified Check or Cashier's Check payable to the Judiciary of Guam issued by any of the local banks or Bonding Institution in the amount equal to one hundred percent (100%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Administrator of the Courts shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Administrator of the Courts shall immediately serve notice upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the Judiciary of Guam may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Judiciary of Guam for any excess cost occasioned the Government thereby.

(x) 15. **PERFORMANCE GUARANTEE**: Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Judiciary of Guam and to enforce Section 14 of these General Terms and Conditions. In addition, the Judiciary of Guam will hold the Vendor liable and will enforce the requirement as set forth in Section 39 of these Terms and Conditions.

(x) 16. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien's surety's resident general agent. The Surety must be Insurance Company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.

(x) 17. **COMPETENCY OF BIDDERS**: Bids will be considered only from such bidders who, in the opinion of the Judiciary of Guam, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

(x) 18. **DETERMINATION OF RESPONSIBILITY OF BIDDERS**: The Administrator of the Courts reserves the right for securing from bidders 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 17 of these General Terms and Conditions.

(x) 19. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER**: In determining the lowest responsible offer, the Administrator of the Courts shall be guided by the following:

a) Price of Items offered.
b) The ability, capacity, and skills of the Bidder to perform.
c) Whether the Bidder can perform promptly or within the specified time.
d) The quality of the performance of the Bidder with regards to awards previously made to him.
e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
f) The sufficiency of the financial resources and ability of the bidder to perform.
g) The ability of the bidder to provide future maintenance and services for the subject of the award.
h) The compliance with all of the conditions to the Solicitation.

(x) 20. **TIE BIDS**: If the bids are for the same unit price or total amount in the whole or in part, the Administrator of the Courts has the authority to award the bid to any one of the bidders or to reject all such bids.

( ) 21. **BRAND NAMES**: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specifications of commodity description. Such reference is intended to be descriptive, but nor restrictive and for the sole purpose of indicating to prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

( ) 22. **DESCRIPTIVE LITERATURE**: Descriptive literature(s) as specified in this Solicitation must be furnished as a part of the bid and must be received at the date and time set for the opening of the Bids. The literature furnished must clearly identify the item(s) in the bid. The descriptive literature is required to establish, for the purpose of evaluation and award details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this Solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

( ) 23. **SAMPLES**: Sample(s) of item(s) as specified in this Solicitation must be furnished as a part of the bid and must be received at the date and time set for opening of Bids. The sample(s) should represent exactly what the Bidder proposes to furnish and will be used to

determine if the item(s) offered complies with specifications. Rejection of the bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this Solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

( ) 24. **LABORATORY TEST**: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report on the bidder's account and must be from a certified Testing Association.

(x) 25. **AWARD, CANCELLATION & REJECTION**: Award shall be made to the lowest and responsible and responsive bidder, whose bid 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 bids received. The Administrator of the Courts shall have the authority to award, cancel or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the Solicitation, results in a binding contract without further action by either party. In case of an error in the extension of the prices, unit price will govern. It is the policy of the Judiciary of Guam to award the contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type of items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this Solicitation which shall require advance payment or irrevocable letter of credit from the Government.

( ) 26. **MARKING**: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

(x) 27. **SCHEDULE FOR DELIVERY**: Successful bidder shall notify the Judiciary of Guam Procurement Section, **Telephone No. 475-3393/3175/3141/3212**, at least twenty four (24) hours before delivery of any item under this Solicitation.

( ) 28. **BILL OF SALE**: Successful Supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in the rejection of delivery. The Bill of Sale must accompany the item(s) delivered but will not be considered as an invoice for payment. Supplier shall bill the Judiciary of Guam in accordance with billing instructions as indicated on the Purchase Order.

( ) 29. **MANUFACTURER'S CERTIFICATE**: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with the request will result in rejection of delivery.

(x) 30. **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.

( ) 31. **MOTOR VEHICLE SAFETY REQUIREMENTS**: The Government will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

( ) 32.**SAFETY INSPECTION**: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

( ) 33. **GUARANTEE**:

a) **Guarantee of Vehicle Type of Equipment**:
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not at least one (1) year. Service to be provided shall include, but shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups ***(change of spark plugs, contact points and condensers)*** and lubrication ***(change of engine and transmission oil).*** All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced or adjusted within six (6) working days after notice from the Judiciary of Guam and without cost to the Judiciary of Guam. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from factors, back holes, etc.

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

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

(x) 34. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT**: The bidder 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) 35. **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 fine established commercial selling agencies for the purpose of securing business.

(x) 36. **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) 37. **COMPLIANCE WITH LAWS**: Bidders 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) 38. **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) 39. **JUSTIFICATION OF DELAY**: Bidders 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 bidder 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.

( ) 40. **LIQUIDATED DAMAGES**: When the Contractor is given notice of delay or non-performance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from the date set for cure until either the territory reasonably obtains

similar supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 39 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the Judiciary of Guam.

(x) 41. **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) 42. **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) 43. **PHYSICAL LIABILITY**: If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Judiciary of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries, or damages to any person or property during the progress of the work herein covered and to be responsible for, and to indemnify and save harmless the Judiciary of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines penalties and loss of incurred for or by reason of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress, Contractor will carry insurance to indemnify the Judiciary of Guam against any claim for loss, damage, or injury to property or persons arising out the performance of the Contractor or his employees and agents of the services covered by the Contract and the use, misuse or

failure of any equipment used by the contractor or his employees or agents, and shall provide certificate of such insurance to the Judiciary of Guam when required.

(x) 44.**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:_____

_____

_____

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**.

SC-BB1

JUDICIARY OF GUAM
GOVERNMENT OF GUAM
GUAM JUDICIAL CENTER
120 WEST O'BRIEN DRIVE
HAGATNA, GUAM 96910

BOND NO._____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal, hereinafter called the Principal, and (Bonding Company), _____, a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are held and firmly bound unto the Territory of Guam for the sum of _____Dollars ($_____), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)_____
_____

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20_____.

_____
(PRINCIPAL)

(SEAL)

_____
(WITNESS)

_____
(TITLE)

_____
(MAJOR OFFICER OF SURETY)

_____
(MAJOR OFFICER OF SURETY)

_____
(TITLE)

_____
(TITLE)

_____
(RESIDENT GENERAL AGENT)

INSTRUCTIONS TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two(2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to the Judiciary of Guam Procurement Section, it should be accompanied with copies of the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.

2. Power of Attorney issued by the Surety to the Resident General Agent.

3. Power of Attorney issued by two (2) major Officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and bids will be rejected.

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:

Name	Address Percentage of Shares Held
_____	_____
_____	_____
_____	_____
_____	_____

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:

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___.