

NOTICE TO OFFERORS

If you are going to obtain a copy of this RFP 16-03 through this website, it is highly suggested that you also register with the Procurement office to make sure that your office is informed of amendments to the RFP if any.

To register please email:

Marissa C. Antonio at mantonio@guamcourts.org

and provide the following information:

- 1. Company Name**
- 2. Company Mailing Address**
- 3. Company Phone and Fax numbers**
- 4. Point of Contact**
- 5. Email address of Point of Contact**

If you have any questions, please contact us at **475-3175** or **475-3393**. Thank you



JUDICIARY OF GUAM

Guam Judicial Center
120 West O'Brien Drive
Hagatna, Guam 96910
www.guamcourts.org

Request For Proposal No. 16- 03

The Judiciary of Guam is accepting proposals from qualified entities to provide **Proposed Financing** for the Judiciary of Guam.

Interested and qualified entities may pick up copies of the RFP at the Procurement Office located in the Guam Judicial Center, 1st floor, 120 West O'Brien Drive in Hagatna beginning **Friday, January 8, 2016** (Guam Standard Time) from 8:00 a.m. to 5:00 p.m. except holidays or visit the Judiciary's website <http://www.guamcourts.org/information/proc.html> to obtain an electronic copy of the RFP and for any periodic updates.

All proposals must be submitted to the Procurement Office **no later than 2:00 p.m.(Guam Standard Time), January 29, 2016**. Late proposals will not be considered.

For more information, please contact Mr. Raymond L.G. Taimanglo, Procurement & Facilities Management Administrator at 475-3175/3393 or email at mantonio@guamcourts.org.


s/ JOSHUA F. TENORIO
Administrator of the Courts

The Judiciary is an equal opportunity provider and employer.

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: January 8, 2016	Request For Proposal No.: 16 - 03
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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., January 29, 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.	Proposed Financing for the Judiciary of Guam	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 16-03

Item no.	Description of Services
1.	Proposed Financing for the Judiciary of Guam

I. GENERAL INFORMATION

Purpose: This Request for Proposals (RFP) is issued to solicit proposals from qualified entities to provide financing to the Judiciary of Guam in an amount not to exceed 15 Million Dollars.

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 January 8, 2016.

Date Due: All original copies of proposals must be submitted by 2:00 p.m. on January 29, 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 16-03. 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:
Raymond L.G. Taimanglo
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: rtaimanglo@guamcourts.org and/or mantonio@guamcourts.org

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

II. QUALIFICATIONS

The following minimum qualifications are required and should be presented in the proposal:

- A. The ability, capacity, and skill of the Offeror to perform.
- B. Whether the Offeror can perform promptly or within the specified time.
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Offeror.
- D. The quality of performance of the Offeror with regards to awards previously made to it.
- E. The previous and existing compliance by the Offeror with laws and regulations relative to procurement.
- F. The sufficiency of the financial resources and ability of the Offeror to perform.
- G. Whether the Offeror meets the terms and conditions of the RFP.

The Purchasing Officer will require Offerors to present satisfactory evidence that they have sufficient experience and are fully qualified.

III. 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.

IV. 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.

V. EVALUATION OF PROPOSALS

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.

Completeness of Proposal	15 Points
Experience in long-term financing and/or government financing	25 Points
Proposed financing terms (maturities, interest rates, and debts service schedule)	30 Points

Proposed Fee Schedule	30 Points
Total:	100 Points

VI. 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.

VII. CONTENTS OF PROPOSALS

Proposals must address how the offeror will be able to provide the scope of services that are identified in **Section IX**. 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 below. The most qualified offeror will be contacted and required to submit any necessary additional cost and pricing data prior to negotiations.

VIII. 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.

IX. SCOPE OF SERVICES

The Judicial Council of Guam is submitting this request for proposals (the "RFP") on behalf of the Government of Guam (the "GOG"), through the Judiciary of Guam, to identify the institution (the "Bank") that can provide the GOG with a fixed rate, term loan (the "Loan") at the lowest overall borrowing cost and terms most favorable to the GOG, pursuant to the requirements of the RFP.

The authorization to borrow in the RFP is defined and described in Guam Code Annotated Title 7, Chapter 9.5, §9512 (see attached exhibit A).

The GOG will use the proceeds of the Loan for 1) prepaying its existing term loan and any associated costs of prepayment, with the Bank of Guam executed on September 15, 2006 (the "2006 Loan"); 2) Judiciary of Guam facilities repair and

improvements; 3) acquisition of real property and; 4) other purposes described in the Judicial Council of Guam Resolution No. JC 15-025 (see attached Exhibit B).

The credit facility may be backed by USDA Rural Development for up to 90 percent of the loan amount subject to the terms and conditions of USDA Rural Development requirements (see attached Exhibit C). For more information, please contact USDA Rural Development office.

As of the date of this RFP, the balance owed to the Bank of Guam for the 2006 Loan is approximately Seven Million Five Hundred Twenty One Thousand Seven Hundred Ten Dollars (\$7,521,710).

The following must accompany the proposal:

- A. A brief overview of your firm, including a description of capital, credit ratings and experience.
- B. Offeror's proposed structure(s) in detail (e.g. options utilizing variable, adjustable and/or fixed interest rates, minimum and maximum amortization periods and maturities.) Please ensure penalties, restrictions, terms and conditions of the loan such as reserve requirements, debt coverage ratios, call provisions and any other hypothetical scenario are detailed within each proposed structure.
- C. An estimated time line for the issuance for the refinancing of the loan along with a description of your firms ability to conduct transactions in a timely manner. Please feel free to outline certain variables such as credit committees, and their effects, if any, on the terms and conditions.
- D. Offeror's latest audited financials.
- E. A description of any other terms and conditions required by Offeror.

X. Terms and Conditions

- A. The Loan amount borrowed shall not exceed Fifteen Million Dollars (\$15,000,000).
- B. The interest rate of the Loan shall be fixed and subject to competitive negotiations between the Judicial Council or their designee and the Bank.
- C. The repayment term of the Loan shall be 30 years or longer, but not to exceed 40 years.

- D. The Loan shall not include any balloon payments or renewable notes.
- E. Funds for the repayment of the Loan shall be taken from all revenue received by the Judiciary and deposited into the Judicial Building Fund (the "JBF").
- F. Prepaid charges for opening a loan shall not be levied by the successful offeror.
- G. The JBF and its accompanying revenue stream will serve as collateral for the Loan.
- H. All terms of the financing not specifically defined in the foregoing shall be negotiated by the Judicial Council or its designee.



JOSHUA F. TENORIO
Administrator of the Courts

1/7/16

DATE

Exhibit A

Guam Code Annotated Title 7, Chapter 9.5

§ 9512. Additional Authorization to Borrow.

(a) The Judicial Council is further authorized to enter into a financing arrangement to include a loan agreement or line of credit on behalf of the Government of Guam to provide for:

(1) Judiciary of Guam facility repairs, improvements, and acquisition of real property;

(2) any projects or acquisitions delineated in the Judiciary of Guam Master Plan approved by Judicial Council Resolution No. JC 10-021;

(3) repair of the Gregorio G. Perez Crime Lab not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00);

(4) purchase of computer equipment and Case Management software for the Office of the Attorney General of Guam not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00).

The terms of the loan agreement or line of credit authorized under this section *shall* be approved by the Judicial Council and *shall be* subject to approval of the secured creditor of the Judicial Building Fund. The Judicial Council is authorized when obtaining the financing authorized by this section to consolidate such loan amount with the existing obligations of the Judicial Building Fund up to a maximum total of Fifteen Million Dollars (\$15,000,000.00). Repayment of any loan *shall be* made utilizing funds from the Judicial Building Fund, and may be secured by a Pledge of the Judicial Building Fund.

(b) The amounts earmarked for the Guam Police Department and the Office of the Attorney General of Guam *shall* be disbursed by the Judiciary pursuant to a Memorandum of Understanding with the Judiciary of Guam no later than one (1) year after the loan proceeds are available.

(c) The Judicial Council *shall*, without jeopardizing reserves for existing obligations, be required to maintain reserves sufficient to assure that loan installments, if any, are paid on time; for emergency maintenance; for extensions to facilities; and for replacement of short-lived assets with a useful life significantly less than the

repayment period of any loan or the term, or any other financial arrangement.

(d) 12 GCA § 50103(k) *shall not* apply to the loans obtained pursuant to this Chapter.

(e) The term of the loan authorized by this section, including any consolidation with existing obligations of the Judicial Building Fund under the loan authorized and outstanding under Section 9510(a), *shall not* exceed forty (40) years from the date of the loan or consolidation.

(f) Waiver of Sovereign Immunity. Notwithstanding any substantive or procedural provision of Chapter 6 of Title 5, Guam Code Annotated, the government of Guam *shall not* be entitled to immunity from any suit or action in contract on any indebtedness authorized hereby. For the purposes of this provision *only*, immunity is waived as to the award of attorney fees and related costs in connection with any suit brought to enforce any right or obligation incurred under the loan authorized hereby, or in connection with the enforcement of any agreement, note or pledge that arises directly from the indebtedness authorized hereby.

EXHIBIT B
Resolution no. JC 15-025



BEFORE THE JUDICIAL COUNCIL OF GUAM

RESOLUTION NO. JC 15-025

**RELATIVE TO AUTHORIZING THE ADMINISTRATOR OF THE COURTS TO
ISSUE A REQUEST FOR PROPOSAL FOR A FINANCING ARRANGEMENT
REGARDING THE JUDICIAL BUILDING FUND PURSUANT TO 7 G.C.A. § 9512**

WHEREAS, over the course of the budget hearings conducted by the Guam Legislature in preparation for the Fiscal Year 2016, it was recognized that the Judiciary's facilities are in need of improvements and repair; and

WHEREAS, as a result of such determinations, a new section of law, § 9512 to Title 7 Guam Code Annotated, was added by Section Chapter XI Section 31 of Public Law 33-66, attached hereto, allowing the Judicial Council to enter into a financing arrangement to include a loan agreement or line of credit for the specific purposes of addressing facility needs of the Judiciary and other purposes up to a maximum limit of \$15,000,000.00; and

WHEREAS, the law requires that the current creditor and the Judicial Council approve the terms of the loan agreement or line of credit; and that repayment shall be made utilizing funds from the Judicial Building Fund; and

WHEREAS, the Judicial Council has determined that in order to secure the best loan terms and conditions, it would be beneficial to solicit interest in a competitive environment, and it is therefore appropriate to direct the Judiciary's Administrative offices to utilize its competitive procurement procedures in this effort.

WHEREAS, the Judicial Council of Guam, in furtherance of these efforts, seeks to refinance the Judicial Building Fund loan; and

WHEREAS, the Judicial Council of Guam has determined that it is in the best interest of the Judiciary and the People of Guam to ascertain whether or not refinancing the Judicial Building Fund is practicable.

NOW, THEREFORE BE IT RESOLVED, that the Judicial Council of Guam hereby authorizes the Procurement and Facilities Management Administrator and the Controller to prepare, and the Administrator of the Courts to issue, a Request for Proposals for the purpose of securing a financing arrangement pursuant to 7 GCA § 9512 in an amount not to exceed \$15,000,000.00 and with a term not to exceed 40 years from the date of the loan. The Judicial Building Fund, and its accompanying revenue stream shall serve as collateral for the loan.

BE IT FURTHER RESOLVED, that the Administrator of the Courts shall report the results of the Request for Proposals and submit his recommendations to the Judicial Council, which will determine which proposal, if any, meets the needs of the Judiciary.

BE IT FURTHER RESOLVED, that if the Judicial Council approves the loan terms the proceeds of the loan shall be expended or encumbered within one year as follows:

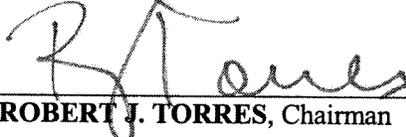
- (A) Repayment of any existing debt;
- (B) Fulfilling the other requirements specified under § 9512 to Title 7 Guam Code Annotated, added by Section Chapter XI Section 31 of Public Law 33-66.

BE IT FURTHER RESOLVED, that if the Judicial Council approves the loan terms the proceeds of the loan shall be expended or encumbered for the completion of the Capital Improvement Projects set forth in Schedule "A" attached and incorporated into this resolution by reference.

BE IT FURTHER RESOLVED, that if the Judicial Council approves the loan terms the proceeds of the loan shall be expended or encumbered for additional capital improvement projects or real property acquisition as recommended in the Updated Master Plan and approved by the Judicial Council.

BE IT FURTHER RESOLVED, that if the Judicial Council approves the loan terms the proceeds of the loan shall be expended or encumbered for additional projects as are recommended by the IT consultant and approved by the Judicial Council.

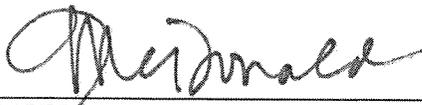
DULY ADOPTED this 25th day of November, 2015 at a duly-noticed meeting of the Judicial Council of Guam.



ROBERT J. TORRES, Chairman

Dated: 1-05-16

ATTEST:



JOANNA S. McDONALD, Secretary

Dated: 1-05-16

Exhibit C



United States Department of Agriculture

Rural Development • Rural Housing Service

Community Facilities Loan Guarantees

What does this program do?

This program provides loan guarantees to eligible private lenders to help build essential community facilities in rural areas.

An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.

Who may apply for this program?

Private lenders may apply for a loan guarantee on loans made to an eligible borrower that is unable to obtain the needed commercial credit on reasonable terms without the guarantee.

Eligible borrowers:

- Public bodies
- Community-based non-profit corporations
- Federally Recognized Tribes ①

What is an eligible area?

Rural areas including cities, villages, townships and towns including Federally Recognized Tribal Lands with no more than 20,000 residents according to the latest [U.S. Census Data](#) are eligible for this program.

How may funds be used?

Funds can be used to purchase, construct, and/or improve essential community facilities, purchase equipment and pay related project expenses.

Examples of essential community facilities include:

- Health care facilities such as hospitals, medical clinics, dental clinics, nursing homes or assisted living facilities
- Public facilities such as town halls, courthouses, airport hangers or street improvements

- Community support services such as child care centers, community centers, fairgrounds or transitional housing
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles or equipment
- Educational services such as museums, libraries or private schools
- Utility services such as telemedicine or distance learning equipment
- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs or greenhouses

For a complete list see Code of Federal Regulations [7 CFR, Part 3570.62](#).

What are the terms of a loan guarantee?

- Maximum guarantee = 90% of the eligible loss, 50% for recreational projects.
- One-time guarantee fee = 1% of the principal loan amount multiplied by the percentage of guarantee.
- Repayment term: useful life of the facility, state statute or 40 years, whichever is less and is negotiated between the lender and borrower, subject to USDA approval.
- Interest rates: fixed or variable as negotiated between the lender and borrower, subject to USDA approval.
- Loan note guarantee is issued upon project completion or when conditions are met.
- Combination of guaranteed loans, direct loans, grants and commercial financing may be used to finance one project if all eligibility and feasibility requirements are met.
- Balloon payments and renewable notes are prohibited.

Are there additional requirements?

- Applicants must have legal authority to borrow money, obtain security, repay loans, construct, operate, and maintain the proposed facilities
- Applicants must be unable to finance the project from their own resources and/or through commercial credit at reasonable rates and terms.
- Tax exempt financing is not eligible for this program.
- Lender responsible for determining credit quality and economic feasibility of proposed loan; adequacy of equity, cash flow, security, history and management capabilities.
- Facilities must serve the rural area where they are or will be located.
- Project must demonstrate substantial community support.
- Environmental review must be completed and acceptable.

Who will service the loan?

The private lender that makes the loan will service the loan.

How do we get started?

- Lenders: contact your local RD office for details on how to become an approved lender.
- Borrowers: ask your private lender if they participate in USDA Loan Guarantee Programs.
- Applications for this program are accepted year round.

Who can answer questions?

Contact your [local RD office](#).

What governs this program?

[Code of Federal Regulation, 3575 Subpart A](#).

NOTE: Because citations and other information may be subject to change please always consult the program Instructions listed in the section above titled "What Law Governs this Program?" You may also contact your [local office](#) for assistance.

You will find additional forms, resources, and program information at www.rd.usda.gov

OFFEROR'S CHECKLIST

This checklist is provided for assistance only and should not be submitted with Offeror's proposal.

The 10 Most Critical Things to Keep in Mind When Responding to this RFP

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; Schedule of Events; form of bids; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Judiciary of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and review the answers given, which will be in the form of an addendum to the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume that the Judiciary will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Judiciary. The bids are evaluated based solely on the information and materials provided in your proposal.
7. _____ **Use the forms provided**, i.e., cover page, Bid Bond, Non-collusion Affidavit Form, Major Shareholder Affidavit, etc. **Proposals will be rejected or disqualified if the required forms are not submitted with the proposal.**

8. _____ **Check the Judiciary of Guam for RFP addenda.** Before submitting your proposal, contact the Judiciary's authorized point of contacts to see if any addenda were issued for the RFP. If so, you must acknowledge receipt of the addendum in the proposal. **Proposals will be rejected or disqualified if addendum or amendment issued is not acknowledged in the proposal.**

9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to score your response.

10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late RFP responses are *never* accepted.

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 must be submitted with the proposal. Failure to submit shall result in disqualification from the RFP.**
- (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: _____

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:

Section 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, Shares Held, Percentage of. Includes horizontal lines for data entry and a label 'Total Number of Shares' at the bottom.

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. Includes horizontal lines for data entry.

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: _____