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IN THE SUPREME COURT OF GUAM

IN RE:	}	PROMULGATION ORDER NO.: 03-007
ADOPTION OF AMENDED PROCUREMENT REGULATIONS OF THE SUPREME COURT OF GUAM	} } } }	

The Supreme Court of Guam, sitting *en banc*, hereby repeals the Procurement Regulations of the Supreme Court of Guam adopted on January 11, 2002 in Promulgation Order No. 02-001, and adopts the amended Procurement Regulations of the Supreme Court of Guam, attached hereto as Exhibit "A" and incorporated by reference, which shall be effective immediately.

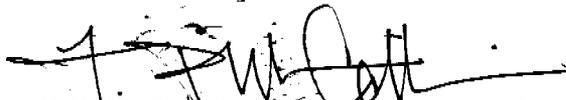
SO ORDERED this 17th day of October, 2003.



 BENJAMIN J. CRUZ
 Justice Pro Tempore



 FRANCES M. TYDINGCO-GATEWOOD
 Associate Justice



 F. PHILIP CARBULLIDO
 Chief Justice

EXHIBIT "A"

PROCUREMENT REGULATIONS OF THE SUPREME COURT OF GUAM¹

SECTION 1. PURPOSE

It is the purpose of these regulations to provide standard procurement policies and procedures for the Supreme Court of Guam.

SECTION 2. GENERAL POLICY

It shall be the policy of the Supreme Court to procure supplies and services from the lowest bidder or best qualified offeror, consistent with quality and service, and to conduct procurement activities in the manner that shall best serve the public interest. These rules shall not apply to the hiring of interns, law clerks, attorneys or Justices Pro Tempore by the Supreme Court, or to the contracting of services related to legal research.

SECTION 3. DEFINITIONS

- (A) "Bid" means a bid submitted in response to an Invitation to Bid or small purchase solicitation.
- (B) "Central Procurement" means the Supply Management Division of the Department of Administration.
- (C) "Procurement" means any authorized acquisition of supplies and services, including purchases, rental, lease, sale or trade by the Supreme Court, or its authorized designee(s) within the purview of these regulations, and not in conflict with applicable laws.
- (D) "Procurement Officer" means the employee authorized by the Chief Justice to procure supplies and services for the Supreme Court purchase, rental, lease or trade.
- (E) "Professional Services" means service requiring the provider to possess specialized knowledge or technical training, educational degrees or certifications, or licenses. Professional services do not include services by interns, law clerks, attorneys, or Justices Pro Tempore, or to the contracting of services related to legal research.
- (F) "Proposal" means a proposal submitted in response to a Request for Proposals or small purchase solicitation.
- (G) "Purchasing Agent" means the Executive Officer.
- (H) "Services" means any rental of facilities, remodeling, renovations or new construction of buildings, rental repair or maintenance of equipment, machinery or other personal property. Services do not include contracts with interns, law clerks, attorneys, or Justices Pro Tempore, or services related to legal research.

¹ Adopted by the Supreme Court *en banc* on October 17, 2003 in Promulgation Order 03-007.

- (I) "Supplies" means any item or article, except real estate, which is furnished to or used by the Supreme Court including, but not limited to, printing of stationery, forms and journals; reproduction or publications and binding; repair and maintenance items, and fuel, furnishings and foodstuffs; and all materials and equipment.

SECTION 4. ADMINISTRATION

Responsibility for the administration of these regulations is vested in the Executive Officer, who shall be the Purchasing Agent, and who may, at his or her own discretion, use the services of Central Procurement.

(A) **Duties and Responsibilities of the Purchasing Agent.** The Purchasing Agent shall:

- (1) disqualify suppliers who default in performances or who supply poor quality goods from any bidding or negotiation for a stated period of time not to exceed a maximum of one (1) year;
- (2) disqualify suppliers who failed to comply with appropriate licensing requirements;
- (3) regulate the storage and distribution of supplies to avoid loss and waste and account for properties and equipment, and to establish a replacement schedule to avoid costly maintenance of obsolete equipment;
- (4) prescribe the procedures and distribute forms to be used for submitting requisitions for supplies and services, and for processing procurement transactions;
- (5) resolve procurement disputes and breach of contract controversies at the administrative level; and
- (6) provide such other matters as may be required to effect these regulations.

(B) **Duties and Responsibilities of the Procurement Officer.** The Procurement Officer shall:

- (1) purchase, or contract for the purchase, of all supplies and services for the Supreme Court in accordance with the provisions of these regulations and applicable laws;
- (2) prescribe the manner, place and date of delivery of supplies and materials procured for the Supreme Court;
- (3) prescribe the manner of inspecting supplies and materials upon delivery of the supplies before acceptance and of making tests of samples submitted with bids to determine compliance with ordering specifications;

- (4) determine whether a surety bid bond or cash deposit shall be submitted with any bid, or whether a surety performance bond shall be required before a contract is entered into, and if required, to prescribe the amount thereof and to enforce forfeiture of such bond or deposit upon failure of the successful bidder to enter into contract within the prescribed time or to perform the contract in a satisfactory manner; and
- (5) prescribe, on item basis, the amount of liquidated damages to assess defaulter for breach of contract.

SECTION 5. PURCHASING AND CONTRACTING PROCEDURES

The following procedures shall govern the purchase of supplies and services.

- (A) **Sealed Bids.** Procurement by sealed bid is optional for any purchase at the discretion of the Purchasing Agent and the Procurement Officer, but it is mandatory where the total cost is Ten Thousand Dollars (\$10,000.00) or more, except as otherwise provided.
 - (1) **Procedure.** The procedures to be observed when procuring by sealed bids are as follows:
 - (a) **Notice.** A public notice requesting sealed bids shall be published at least once in a newspaper of general circulation on Guam, and at least five (5) days before the final date for submission of bids. Such notice shall also be posted on a bulletin board to which the public has access, and in the Clerk's Office of the Supreme Court. The Purchasing Agent may also solicit bids by posting on the Supreme Court web site or by sending invitations by fax, e-mail, regular mail or messenger to prospective bidders. Public notice shall include a general description of supplies or services to be procured, and shall state where Invitation to Bid forms and specifications are available, and the time and place for submission and opening of bids.
 - (b) **Invitation to Bid.** The Invitation to Bid shall include instructions including place, time and date for submission and opening of bids, purchase description, evaluation factors, delivery or performance schedule, contract terms including warranty and bonding, and any other pertinent information. The Invitation to Bid shall include a form wherein a bidder shall insert the bid price.
 - (c) **Pre-Bid Conference.** A pre-bid conference may be conducted at the discretion of the Procurement Officer to explain procurement requirements. Notice of a pre-bid conference may be included in the Invitation to Bid or sent to all prospective bidders known to have obtained an Invitation to Bid.

- (d) **Modification 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 correct mistakes in their bids by submitting a timely modification or withdrawing and resubmitting bids. Late modifications or withdrawals will not be considered.
 - (e) **Submission of Bids.** Bids shall be submitted to the Purchasing Agent on the date and time set for submission of bids, and shall be identified as bids on the envelope in such manner as the Purchasing Agent may prescribe.
 - (f) **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 the bid that have been designated 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.
 - (g) **Award of Contract.** The contract shall be awarded to the lowest responsible bidder. All bidders shall be informed in writing of the selection of the lowest responsible bidder as soon as practicable.
 - (h) **Tie Bids.** If bids are for the same unit price or total amount, in whole or in part, the Purchasing Agent shall have authority to award the bid to one (1) of the tie bidders by drawing lots in public, or to reject all such bids.
- (2) **Determining Lowest Responsible Bidder.** In determining the lowest responsible bidder, the Purchasing Agent shall be guided by the following:
- (a) compliance by the bidder with necessary licensing requirements;
 - (b) ability and sufficiency of financial resources of the bidder to perform promptly, or within the time specified, without delay or interference;
 - (c) quality of performance of the bidder with regard to awards previously made to the bidder;
 - (d) record of the bidder with respect to compliance with laws and regulations relating to procurement;
 - (e) quality and availability of the supplies or services offered by the bidder, and adaptability to the particular use required;

- (f) ability of the bidder to provide future maintenance and service for the use of the subject of the award; and
- (g) number and scope of conditions attached to the bid.

(B) **Request for Proposals.** The provisions of this Section apply to the procurement of professional services except as otherwise provided by law. This section shall not apply to the hiring of interns, law clerks, attorneys or Justices Pro Tempore or services related to the contracting of services related to legal research. Procurement of professional services by Request for Proposals ("RFP") is optional at the discretion of the Purchasing Agent and the Procurement Officer, but it is mandatory where the total cost is Ten Thousand Dollars (\$10,000.00) or more, except as otherwise provided.

(1) **Determination Required Prior to Use of RFPs.** For the purposes of procuring professional services, the Procurement Officer shall determine in writing, prior to issuing an RFP that the Supreme Court does not have the personnel or resources to perform the services required under the proposed contract.

(2) **Statement of Qualifications.** When professional services are needed on a recurring basis, the Procurement Officer shall actively solicit persons engaged in providing such services to submit annual statements of qualifications in a prescribed format which shall include the following information:

- (a) technical education and training;
- (b) general or special experience, certifications, licenses, and membership in professional associations, societies or boards;
- (c) an expression of interest in providing the specific service; and
- (d) any other pertinent information requested by the Procurement Officer. Persons may amend statements of qualifications at any time by filing a new statement.

(3) **Procedure.** The procedures to follow for procurement by RFP are as follows:

(a) **Notice.** Public Notice of the RFP shall be published at least once in a newspaper of general circulation on Guam, and at least five (5) days before the final date for submission of proposals. Such notice shall also be posted on a bulletin board to which the public has access, and in the Clerk's Office of the Supreme Court. The public notice may also be posted on the Supreme Court's web site and sent by e-mail, regular mail, fax or messenger to prospective offerors. Public notice shall include a general description of

services to be procured, and shall state where RFP forms and specifications are available, and the time and place for submission and opening of proposals.

(b) **Content of Request for Proposals.** An RFP shall be in the form specified by the Purchasing Agent and Procurement Officer and contain at least the following information:

- (i) the type of services required;
- (ii) description of the work involved;
- (iii) an estimate of when and for how long the services will be required;
- (iv) the type of contract to be used;
- (v) a date by which proposals for the performance of the services shall be submitted;
- (vi) a statement that the proposals shall be in writing;
- (vii) a statement that offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential;
- (viii) the factors to be used in the evaluation and selection process and their importance; and
- (ix) a statement of the minimum information that the proposal shall contain, to include:
 - (1) the name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
 - (2) if deemed relevant by the Procurement Officer, the age of the offeror's business and average number of employees over a previous period of time, as specified in the RFP;
 - (3) the abilities, qualifications, and experience of all persons who would be assigned to provide the required services;

- (4) a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, as specified in the RFP; and
 - (5) a plan giving as much detail as is practical explaining how the services will be performed.
- (c) **Evaluation.** Proposals shall be evaluated only on the basis of evaluation factors stated in the RFP. The following factors may be appropriate to use in conducting the evaluation. The relative importance of these and other factors will vary according to the type of services being procured. The minimum factors are:
 - (i) the plan for performing the required services;
 - (ii) ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services;
 - (iii) the personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting; and
 - (iv) a record of past performance of similar work.
- (d) **Pre-Proposal Conference.** A pre-proposal conference may be conducted at the discretion of the Purchasing Agent or Procurement Officer to explain procurement requirements prior to the date set for submission of proposals. Notice of a pre-proposal conference may be included in the RFP or sent to all prospective proposers known to have obtained an RFP.
- (e) **Receipt and Handling 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 each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

- (f) **Requests for Nondisclosure of Data.** If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the Purchasing Agent shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the Purchasing Agent shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposals or protests, the proposal will be so disclosed.
- (g) **Discussion.** The Purchasing Officer or persons designated by the Purchasing Officer shall evaluate all proposals submitted and may conduct discussions with any offeror. The purposes of such discussions shall be to:
 - (i) determine in greater detail such offeror's qualifications; and
 - (ii) explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- (h) **No Disclosure of Information.** During discussions with offerors, information obtained in discussions or from proposals by other offerors shall not be disclosed. The proposal of the offeror awarded the contract shall be opened to public inspection except as otherwise provided in these rules.
- (i) **Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.
- (j) **Selection of the Best Qualified Offerors.** After evaluation of proposals and discussions with offerors, the Procurement Officer shall select, in the order of their respective qualification ranking, no fewer than three 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.
- (k) **Submission of Cost or Pricing Data.** The offeror determined to be best qualified shall be required to submit cost or pricing data to the Procurement Officer prior to the commencement of negotiations.
- (l) **Negotiation.** The Procurement Officer conducting the procurement or a designee of such officer shall negotiate a contract with the best qualified offeror for the required services at the compensation determined in writing to be fair and reasonable. Contract negotiations shall be directed toward:

- (i) making certain that the offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;
 - (ii) determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time; and
 - (iii) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
- (m) **Award of Contract.** If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract shall be awarded to that offeror.
- (n) **Failure to Negotiate Contract With Best Qualified Offeror.** If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons therefor 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) days. Upon failure to negotiate a contract with the best qualified offeror, the Purchasing Officer 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. If negotiations again fail, negotiations shall be terminated as provided above and negotiations shall commence with the next qualified offeror.
- (o) **Notice of Award.** Written notice of award shall be public information and made a part of the contract file.
- (p) **Failure to Award Contract.** Should the Procurement Officer be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited or additional offerors may be selected based on 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 awarded.
- (q) **Memorandum of Evaluation and Negotiation.** At the conclusion of negotiations resulting in the award of the contract, the head of the agency conducting the procurement or a designee of such officer shall prepare a memorandum setting forth the bases of award including application of the

evaluation factors in selecting the best qualified offerors and the principal elements of the negotiations including the significant considerations relating to price and the other terms of the contract. All memoranda shall be included in the contract file and be available for public inspection.

(C) **Small Purchases.** Procurement for small purchases is authorized when the cost is less than Ten Thousand Dollars (\$10,000.00), subject to the following.

- (1) **Less Than Five Hundred Dollars (\$500.00).** When the total cost of a requisition is less than Five Hundred Dollars (\$500.00), procurement may be made by the Procurement Officer through petty cash if the cost is less than Twenty Dollars (\$20.00), or through open standing purchase orders issued to vendors quarterly for purchases totaling less than Five Hundred Dollars (\$500.00), or by purchases orders on as needed basis for any amount under Five Hundred Dollars (\$500.00).
- (2) **Five Hundred Dollars (\$500.00) or More, But Less Than Two Thousand Five Hundred Dollars (\$2,500.00).** When the total cost of a requisition is Five Hundred Dollars (\$500.00) or more, but less than Two Thousand Five Hundred Dollars (\$2,500.00), procurement may be made by solicitation of informal written or oral quotations on the open market, except that the Procurement Officer with the concurrence of the Purchasing Agent, may dispense with such solicitations and negotiate directly with a vendor when, in the opinion of the Purchasing Agent, it is deemed more advantageous to the Supreme Court.
- (3) **Two Thousand Five Hundred Dollars (\$2,500.00) or More, But Less Than Ten Thousand Dollars (\$10,000.00).** When the cost is Two Thousand Five Hundred Dollars (\$2,500.00) or more, but less than Ten Thousand Dollars (\$10,000.00), procurement may be made by solicitation of not less than three (3) informal written quotations on the open market of which a written record shall be kept, except that the Procurement Officer with the concurrence of the Purchasing Agent may dispense with such quotations and negotiate directly with a vendor when, in the opinion of the Purchasing Agent, it is deemed more advantageous to the Supreme Court.

(D) **EXCEPTIONS.** Exceptions to the Purchasing and Contracting Procedures are as follows:

- (1) **Exceptions to Requirements for Sealed Bids.** Where the total cost is Ten Thousand Dollars (\$10,000.00) or more, exception to the requirement for a sealed bid is authorized only where at least one (1) of the following conditions exist, and the Purchasing Agent certifies this exception in writing:
 - (a) an emergency situation affecting the essential operations of the Supreme Court exists which will not allow the normal delay attendant to the sealed bid procedures;

- (b) the procurement is for supplies or services for which it is impractical or impossible to secure competition;
 - (c) the procurement is for supplies which consist of technical equipment or component parts thereof for which procurement without sealed bids is necessary;
 - (d) the procurement is for supplies or services to be acquired from or through a federal agency when costs are known to be lower than the prevailing market prices; or
 - (e) the procurement is for supplies which are offered through bargain sales, bankruptcy or receivership sales, or other dispositions of property at lower than prevailing market prices.
- (2) Should the Supreme Court determine to purchase an existing building or buildings or real estate, for judicial use, such purchase may be handled through a process of negotiation.
- (3) **Exception to Requirement to Procure from Local Suppliers.** Whenever it is determined that the local franchised dealer or distributor is not able to furnish the required service or supply from shelf stock, the Purchasing Agent may authorize procurement direct from a manufacturer or supply distributor when the procurement is for supplies or equipment needed to meet an emergency or disaster, and the Purchasing Agent certifies this exception in writing, or when such purchase shall result in significant savings to the Supreme Court.

SECTION 6. CANCELLATION OF SOLICITATIONS; REJECTION OF BIDS AND PROPOSALS

The provisions of this Section shall govern the cancellation of any solicitations whether issued by the Supreme Court under Invitation to Bid, Request for Proposals, small purchases, or any other selection method, and rejection of bids or proposals in whole or in part.

- (A) **Policy.** Solicitations should only be issued when there is a valid procurement need unless the solicitation states that it is for informational purposes only. The solicitation shall give the status of funding for the procurement. Preparing and distributing a solicitation requires the expenditure of government time and funds. Businesses likewise incur expense in examining and responding to solicitations. Therefore, although issuance of a solicitation does not compel award of a contract, a solicitation is to be cancelled only when there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the Supreme Court's best interest.

(B) **Cancellation of Solicitation; Notice.** Each solicitation issued by the Supreme Court shall state that the solicitation may be cancelled as provided in these Regulations.

(C) **Cancellation of Solicitation: Rejection of All Bids or Proposals.**

(1) **Prior to Opening.**

(a) As used in this Section, opening means the date set for opening of bids, or receipt of proposals in requests for proposals.

(b) Prior to opening, a solicitation may be cancelled in whole or in part when the Procurement Officer determines in writing that such action is in the Supreme Court's best interest for reasons including, but not limited to:

(i) the Supreme Court no longer requires the supplies, services, or construction;

(ii) the Supreme Court no longer can reasonably expect to fund the procurement; or

(iii) proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

(c) When a solicitation is cancelled prior to opening, notice of cancellation shall be sent to all businesses solicited.

(d) The notice of cancellation shall:

(i) identify the solicitation;

(ii) briefly explain the reason for cancellation; and

(iii) where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar supplies, services, or construction.

(2) **After Opening.**

(a) After opening, but prior to award, all bids or proposals may be rejected in whole or in part when the Procurement Officer and Purchasing Agent determine in writing that such action is in the Supreme Court's best interest for reasons including, but not limited to:

- (i) the supplies, services, or construction being procured are no longer required;
- (ii) ambiguous or otherwise inadequate specifications were part of the solicitation;
- (iii) the solicitation did not provide for consideration of all factors or significance to the Supreme Court;
- (iv) prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
- (v) all otherwise acceptable bids or proposals received are at clearly unreasonable prices; or
- (vi) there is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.

(b) A notice of rejection shall be sent to all businesses that submitted bids or proposals.

(3) **Documentation.** The reasons for cancellation or rejection shall be made part of the procurement file and shall be available for public inspection.

(D) Rejection of Individual Bids or Proposals.

(1) **General.** This section applies to rejection of individual bids or proposals in whole or in part.

(2) **Notice in Solicitation.** Each solicitation issued by the Supreme Court shall provide that any bid or proposal may be rejected in whole or in part when in the best interest of the Supreme Court as provided in these Regulations.

(3) **Reasons for Rejection.**

(a) Reasons for rejecting a bid or proposal include but are not limited to:

- (i) untimeliness;
- (ii) the bid or proposal is not responsive, that is, it does not provide the information requested in the Invitation to Bid or Request for Proposals; or

- (iii) the supply, service, or construction item offered in the bid or proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the Invitation to Bid or Request for Proposals.
- (4) **Notice of Rejection.** Upon written request, unsuccessful bidders or offerors shall be advised of the reasons therefor.
- (E) **All or None Bids or Proposals.** Only when provided by the solicitation may a bid or proposal limit acceptance to the entire bid or proposal offering. Otherwise, such bids or proposals shall be deemed to be nonresponsive. If the bid or proposal is properly so limited, the Supreme Court shall not reject part of such bid or proposal and award on the remainder.
- (F) **Disposition of Bids or Proposals.** When bids or proposals are rejected, or a solicitation cancelled after bids or proposals are received, the bids or proposals which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders or offerors upon request, or otherwise disposed of.

SECTION 7. PROHIBITIONS

- (A) No procurement of supplies or services shall be made except in accordance with these regulations, and where authorized herein, with conditions and requirements prescribed by the Purchasing Agent. Except as may be authorized by the Purchasing Agent, no member or employee of the Supreme Court is authorized to procure supplies or services, or enter into a contract or agreement to purchase, sell, exchange or trade or tender thereof, on behalf of the Supreme Court or any unit thereof. Neither the Purchasing Agent, the Purchasing Agent's designee, nor any procurement personnel of the Supreme Court may encumber or charge the funds of the Supreme Court, absent prior written authorization from the Chief Justice. Where there has been an unauthorized procurement, the Supreme Court reserves the right, without liability, to rescind the procurement and to reject any delivery or tender of such supplies or services.
- (B) Neither the Purchasing Agent, the Purchasing Agent's designee, nor any procurement personnel of the Supreme Court shall be financially interested, directly or indirectly, in any procurement for supplies or services for any unit of the Supreme Court. Neither the Purchasing Agent, the Purchasing Agent's designee, nor any procurement personnel of the Supreme Court shall accept or receive, directly or indirectly, from any supplier, either before or after, any procurement, whether by sealed bid or open market procedures, any compensation, gift, commission, reward, rebate or other benefit, either in money or anything of value, or any promise, obligation or contract for any such future benefit or employment. The Purchasing Agent, designee or other Supreme Court employee who so violates this provision shall be subject to disciplinary action including dismissal.

SECTION 8. SURPLUS STOCK

Whenever necessary, the Purchasing Agent or his designee shall prepare reports for the Chief Justice showing stocks of all supplies, materials and equipment which are no longer used or which have become obsolete, worn out or scrapped. The Chief Justice may transfer such stock to another section or any branch of the government which has need for the item, or to a registered non-profit organization in Guam, or discard such stock if it cannot otherwise be disposed of. Departing or retiring employees may be permitted to purchase items of equipment from the Supreme Court for sentimental or commemorative purposes at a cost determined equitable by the Purchasing Agent through depreciation and the age and condition of such equipment.

SECTION 9. BID PROTESTS

- (A) Any aggrieved party, including but not limited to actual or prospective bidders, offerors or contractors, shall file a written protest with the Purchasing Agent, who shall have the authority to resolve protested solicitations and awards.
- (B) Any protest of the award of a bid or contract must be made in writing to the Purchasing Agent within fourteen (14) days of when the aggrieved party knew or should have known of the facts giving rise thereto.
- (C) The Purchasing Agent shall issue a written decision on the protest within fourteen (14) days of receipt of the written protest. If no written decision is issued, the aggrieved party may proceed as if an adverse decision has been rendered.
- (D) The aggrieved party may then file an action in the Superior Court of Guam for appropriate relief.

SECTION 10. CONTRACT DISPUTES

- (A) Any aggrieved contractor shall file a written complaint of the contract breach with the Purchasing Agent, who shall have the authority to resolve such breach of contract disputes.
- (B) The written breach of contract complaint must be filed with the Purchasing Agent within fourteen (14) days of when the aggrieved contractor knew or should have known of the facts giving rise thereto.
- (C) The Purchasing Agent shall respond in writing within fourteen (14) days of receipt of the written complaint. If no written decision is issued, the aggrieved party may proceed as if an adverse decision has been rendered.
- (D) The aggrieved party may then file an action in the Superior Court of Guam for appropriate relief.