

**Appendix 1: General Terms and Conditions
JUDICIARY OF GUAM**

**REQUEST FOR PROPOSALS
NO. RFP 10 - 02**

ONLY THOSE BOXES CHECKED BELOW ARE APPLICABLE TO THIS RFP.

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.

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.

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.

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.

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

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

7. **"ALL OR NONE" PROPOSALS:** By checking this item, the Judiciary of Guam requesting all of the proposal items to be proposed or none at all. **The Judiciary of Guam will not award on an itemized basis.**

7a. If the Judiciary of Guam does not require all or none proposals (Section 7 is not checked off), but the offeror indicates on the proposal that it is an all or none proposal, then the Judiciary of Guam will deem the

proposal submitted to be non-responsive.

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

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9. **OFFEROR'S 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 proposal meets the minimum required specifications, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the proposal.

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10. **PROPOSAL ENVELOPE:** Envelope shall be sealed and marked with the Offeror's name, RFP Number, time, and date.

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11. **BID BOND REQUIREMENT:** Offeror 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, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Judiciary of Guam in the amount of ten percent (10%) 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.

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12. **PERFORMANCE BOND REQUIREMENT:**

The offeror 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.

() 13. **PERFORMANCE GUARANTEE:** Offerors 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 12 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 38 of these Terms and Conditions.

() 14. **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 an 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.

✓ 15. **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.

✓ 16. **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 15 of these General Terms and Conditions.

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17. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE OFFEROR: 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 Offeror to perform.
- c) Whether the Offeror can perform promptly or within the specified time.
- d) The quality of the performance of the Offeror with regards to awards previously made to him.
- 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) The ability of the offeror to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

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18. TIE PROPOSALS: If the proposals 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 RFP to any one of the offerors or to reject all such proposals.

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19. 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 not restrictive and for the sole purpose of indicating to prospective offerors a description of the article or services that will be satisfactory. Proposals on comparable items will be considered provided the offeror clearly states in his proposal the exact articles he is offering and how it differs from the original specification.

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20. DESCRIPTIVE LITERATURE: Descriptive literature(s) as specified in this Solicitation must be furnished as a part of the proposal and must be received at the date and time of the due date of the proposal. 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 offeror proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the proposal 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 proposal.

- () 21. **SAMPLES:** Sample(s) of item(s) as specified in this Solicitation must be furnished as a part of the proposal and must be received at the date and time of the due date of the proposal. The sample(s) should represent exactly what the Offeror proposes to furnish and will be used to determine if the item(s) offered complies with specifications. Rejection of the proposal 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 proposal.
- () 22. **LABORATORY TEST:** Successful offeror 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 offeror's account and must be from a certified Testing Association.
- () 23. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the lowest and responsible and responsive 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 proposals 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 lowest responsible offeror 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 offerors. 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 proposal 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.
- () 24. **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.
- () 25. **SCHEDULE FOR DELIVERY:** Successful offeror

shall notify the Judiciary of Guam Procurement Section, Telephone No. 475-3393/3175, at least twenty four (24) hours before delivery of any item under this Solicitation.

- () 26. **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.
- () 27. **MANUFACTURER'S CERTIFICATE:** Successful offeror 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.
- () 28. **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.
- () 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider proposals 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. Offerors shall state if the equipment offered comply with these aforementioned Federal Laws.
- () 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- () 31. **GUARANTEE:**
 - a) **Guarantee of Vehicle Type of Equipment:** The successful offeror 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 31a, 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 RFP.

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32. 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.

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33. 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.

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34. 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.

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35. **COMPLIANCE WITH LAWS:** Offerors 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.

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36. **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.

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37. **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.

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38. **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 37 (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.

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39. 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.



40. 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: _____

