clerks@guamlegislature.org

From: committeeonrules@guamlegislature.org
Sent: Wednesday, June 19, 2024 8:55 AM
To: clerks@guamlegislature.org
Cc: 'Speaker Therese M. Terlaje'
Subject: Messages & Communications Doc. No. 37GL-24-2212 through 2214.
Attachments: 061924 COMM Doc. No. 37GL-24-2212.pdf; 061924 COMM Doc. No. 37GL-24-2213.pdf; 061924 COMM Doc. No. 37GL-24-2214.pdf

Håfa Adai Clerk's Office,

Please see attached, **Messages & Communications Doc. No. 37GL-24-2212 through 2214** for processing:

37GL-24-2212	Guam Ethics Commission	Board meeting packet for June 14, 2024. Regular Board Meeting Packet for June 14, 2024*
37GL-24-2213	Department of Administration	Monthly Cash Balance Report and Bond Fund Balance for May 2024. Monthly Cash Balance Report and Bond Fund Balance for May 2024*
37GL-24-2214	IP&E Holdings, LLC. Dba IP&E Guam	1) No levy of taxes and surcharges collected and are removed from the consumers final cost of liquid fuel products, effective June 21, 2022, and extended dates, PL 36-124, Dec 17, 2022; PL 37-18, Jun 21, 2023; and PL 37-58, Dec 15, 2023. 2) May 2024 is the taxable month and 2,637,248 gallons of liquid fuel is subject to tax waiver.* Affidavit of Declaration Gas Tax Relief Act for the taxable month of May 2024.*

Kindly reply to this email.

si Yu'os ma'åse',

Beatrice Cruz
Committee on Rules Assistant
COMMITTEE ON RULES
Senator Chris Barnett, Chairperson
I Mina'trentai Siette Na Liheslaturan Guåhan
37th Guam Legislature

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Messages and Communications for 37GL-24-2212

2 messages

Speaker Therese M. Terlaje <speaker@guamlegislature.org> Tue, Jun 18, 2024 at 5:57 PM
To: 37th Committee On Rules <committeeonrules@guamlegislature.org>, Legislative Secretary Amanda Shelton <officeofsenatorshelton@guamlegislature.org>

Håfa adai,

Please see attached M&C Doc. No. 37GL-24-2212

37GL-24-2212	Guam Ethics Commission	Board meeting packet for June 14, 2024.

Si Yu'os ma'åse',
Patsy Cruz
Office Manager

Office of Speaker Therese M. Terlaje
Committee on Health, Land, Justice, and Culture
I Mina'trentai Siette na Liheslaturan Guåhan 37th Guam Legislature
Guam Congress Building, 163 Chalan Santo Papa, Hagåtña, Guam 96910
(671) 472-3586
senatorterlajeguam@gmail.com
www.senatorterlaje.com

---------- Forwarded message ---------
From: **Reuben C. Bugarin** <Reuben.Bugarin@ethics.guam.gov>
Date: Tue, Jun 18, 2024 at 1:23 PM
Subject: Guam Ethics Commission Reporting Requirements for June 2024
To: Jean S. Taitano <jean.taitano@guam.gov>, Speaker Therese M. Terlaje <speaker@guamlegislature.org>, administration@oagguam.org <administration@oagguam.org>, Office of Public Accountability <admin@guamopa.com>
Cc: Ethics Info <Info@ethics.guam.gov>

Håfa Adai,

On behalf of the Guam Ethics Commission, I respectfully transmit the board packet for the Commission's June meeting. If our office can provide anything further, please feel free to contact me. Thank you.

You can also find it uploaded on our website here: https://guamethics.com/about/commission-meeting-packets

Best regards,
REUBEN C. BUGARIN, LPEC
Ethics Investigation and Compliance Officer II
Guam Ethics Commission
Kumisión i Ginihan Areklamenton Guåhan
134 W. Soledad Avenue, Suite 406 – BOH Bldg., Hagåtña Guam 96910
Tel: (671) 969-5625
Fax: (671) 969-5626
Website: http://guamethics.com
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2 attachments

Guam Ethics Commission Reporting Requirements for May 2024.pdf
2143K

37GL-24-2212.pdf
300K

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committeeonrules@guamlegislature.org <committeeonrules@guamlegislature.org> Wed, Jun 19, 2024 at 8:03 AM
To: "Speaker Therese M. Terlaje" <speaker@guamlegislature.org>, Legislative Secretary Amanda Shelton <officeofsenatorshelton@guamlegislature.org>

Håfa Adai!

Received and thank you.

si Yu'os ma'åse',

Beatrice Cruz

Committee on Rules Assistant

COMMITTEE ON RULES

Senator Chris Barnett, Chairperson

I Mina'trentai Siette Na Liheslaturan Guåhan

37th Guam Legislature

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[Quoted text hidden]

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image001.png
97K

Guam Legislature

Speaker Therese M. Terlaje <speaker@guamlegislature.org>

Guam Ethics Commission Reporting Requirements for June 2024

Reuben C. Bugarin <Reuben.Bugarin@ethics.guam.gov> Tue, Jun 18, 2024 at 1:23 PM
To: "Jean S. Taitano" <jean.taitano@guam.gov>, "Speaker Therese M. Terlaje" <speaker@guamlegislature.org>, "administration@oagguam.org" <administration@oagguam.org>, Office of Public Accountability <admin@guamopa.com>
Cc: Ethics Info <Info@ethics.guam.gov>

Håfa Adai,

On behalf of the Guam Ethics Commission, I respectfully transmit the board packet for the Commission's June meeting. If our office can provide anything further, please feel free to contact me. Thank you.

You can also find it uploaded on our website here: https://guamethics.com/about/commission-meeting-packets

Best regards,
REUBEN C. BUGARIN, LPEC
Ethics Investigation and Compliance Officer II
Guam Ethics Commission
Kumisión i Ginihan Areklamenton Guåhan
134 W. Soledad Avenue, Suite 406 – BOH Bldg., Hagåtña Guam 96910
Tel: (671) 969-5625
Fax: (671) 969-5626
Website: http://guamethics.com
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Guam Ethics Commission Reporting Requirements for May 2024.pdf
2143K

Doc Type: 37GL-24-2212
OFFICE OF THE SPEAKER
THERESE M. TERLAJE
Jun 18, 2024
Time: 1:23 PM
Received:

GUAM ETHICS COMMISSION

Kumisión i Ginihan Areklamenton Guåhan

Government of Guam
134 W. Soledad Ave., BOH Bldg. Ste. 406
Tel: 671-969-5625 | Telefax: 671-969-5626

Transmitted Via Electronic Mail

June 18, 2024

Honorable Lourdes A. Leon Guerrero
Governor of Guam
Office of the Governor
513 W. Marine Corps Drive
Hagåtña, Guam 96910

Honorable Therese M. Terlaje
Speaker, 37th Guam Legislature
I 'Mina Trentai siette Na Liheslaturan Guahan
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

Honorable Benjamin J. F. Cruz
Public Auditor
Office of Public Accountability
238 Archbishop Flores St. Suite 401, DNA Bldg
Hagåtña, GU 96910

Honorable Douglas B. Moylan
Attorney General of Guam
Office of the Attorney General of Guam
590 S. Marine Corps. Dr. Suite 901
Tamuning, Guam 96913

Re: Reporting Requirements for Boards and Commissions – June 2024

Håfa Adai Governor Leon Guerrero, Speaker Terlaje, Public Auditor Cruz, and Attorney General Moylan,

On behalf of the Guam Ethics Commission, respectfully transmitted herewith is the reporting requirements of 5 GCA Chapter 8 § 8113.1 regarding the Guam Ethics Commission's regular meeting held on June 14, 2024.

If I can provide further assistance or clarification, please feel free to contact me through email at jesse.quenga@ethics.guam.gov.

Si Yu'os Ma'ase!

JESSE JOHN QUENGA, CM®, LPEC
Executive Director

37GL-24-2212
Messages and Communications
RECEIVED
Committee on Rules
June 18, 2024
5:57 p.m.
Beatrice Cruz

Enclosure: Guam Ethics Commission June 14, 2024 Meeting Packet

GUAM ETHICS COMMISSION
Kumisión i Ginihån Areklåmenton Guåhån
Government of Guam
134 W. Soledad Ave., BOH Bldg. Ste. 406 Tel:
671-969-5625 * Telefax: 671-969-5626

GUAM ETHICS COMMISSION MEETING PACKET

June 14, 2024
12:30 PM

GUAM ETHICS COMMISSION

Kumisión i Ginihan Areklamenton Guåhan

COMMISSIONERS

Christopher A. Cruz
Chairman

Margaret E.R. Tyquiengco
Vice-Chairwoman

Marilyn R. Borja

Robert S. Jack, MD

Daphne M. Leon Guerrero

Shannon J. Murphy

COMMISSION STAFF

Jesse J. Quenga CM, LPEC
Executive Director

Pamela D. Mabazza LPEC
Ethics Investigation & Compliance Officer II

Reuben C. Bugarin LPEC
Ethics Investigation & Compliance Officer II

Arielle L. Navarro
Administrative Assistant

Regular Meeting
Friday, June 14, 2024
12:30 PM

AGENDA

I. Call to Order / Roll Call of Members

II. Approval of Minutes

a. May 31, 2024 – Regular Meeting

III. Executive Director's Report

IV. Closed Proceedings 4 GCA 15 §15401

ETH-23-110-OT-201 | ETH-23-115-COI-202 | ETH-23-122-UT-201
ETH-24-001-OT-202 | ETH-24-002-UT-202 | ETH-24-003-UT-202
ETH-24-004-COI-201 | ETH-24-005-CI-201 | ETH-24-006-OT-201

V. Unfinished Business

a. Review and Award RFP No. GEthC 003-24 In-Person Ethics in Government Program Instructor

VI. New Business

a. Commission to Act on the following cases:
ETH-24-007-UT-201

b. Update on GEthC cases transmitted to the Attorney General of Guam

VII. Announcements

VIII. Adjournment

Guam Ethics Commission Board Meeting—Minutes

Date: May 31, 2024

Time: 12:44 p.m.

Location: Zoom/In Person

I. Call to Order / Roll Call of Members

a. Members Present:
   i. Chairman Christopher A. Cruz
   ii. Vice Chairwoman Margaret E.R. Tyquiengco
   iii. Dr. Robert Jack, Commissioner
   iv. Shannon J. Murphy, Commissioner
   v. Daphne M. Leon Guerrero, Commissioner (arrived @ 1:30 p.m.)

b. Members Absent:
   i. Marilyn R. Borja, Commissioner (excused)

c. Staff Present:
   i. Jesse J. Quenga, Executive Director
   ii. Pamela Mabazza, Ethics Investigation and Compliance Officer II
   iii. Reuben C. Bugarin, Ethics Investigation and Compliance Officer II
   iv. Arielle L. Navarro, Administrative Assistant

d. Others present:
   i. Attorney Joseph McDonald, Legal Counsel

II. Motion: M. Tyquiengcoto excuse members not present
Seconded: R. Jack
Discussion: None
Decision: Motion Carries

III. Approval of Minutes

April 26, 2024 – Regular Meeting

MOTION: R. Jack moved to approve the April 26, 2024 minutes.
Seconded by: M. Tyquiengco
Discussion: None
Decision: Motion Carries

IV. Executive Director's Report

a. Ethics Training Update

The participation figures for both in-person and online training are shown below.

Month	Live Workshop	Online Workshop	TOTAL
January	138	258	396
February	0	164	164
March	135	184	319
April	262	428	690
May	788*	288*	1,076*

V. Closed Proceedings 4 GCA 15 §15401

ETH-23-110-OT-201 | ETH-23-115-COI-202 | ETH-23-122-UT-201
ETH-24-001-OT-202 | ETH-24-002-UT-202 | ETH-24-003-UT-202
ETH-24-004-COI-201 | ETH-24-005-CI-201 | ETH-24-006-OT-201

Motion: S. Murphy motion to table Closed Proceedings to June board meeting
Seconded: M. Tyquiengco
Discussion: None
Decision: Motion Carries

VI. Unfinished Business

a. Review and Approve GEthC Policy 8 – Continuity of Operations Policy
Motion: M. Tyquiengco motion to adopt GEthC Policy 8 – Continuity of Operations Policy
Seconded: R. Jack
Discussion: None
Decision: Motion Carries

b. Review and Award RFP No. GEthC 001-24 Ethics in Government Program Instructor
Motion: M. Tyquiengco motion to award RFP No. GEthC 001-24 Ethics in Government Program Instructor
Seconded: R. Jack
Discussion: None
Decision: Motion Carries

c. Review and Award RFP No. GEthC 002-24 Conflict Counsel Services
Motion: C. Cruz motion to award RFP No. GEthC 002-24 Conflict Counsel Services
Seconded: M. Tyquiengco
Discussion: None
Decision: Motion Carries

d. Review and Approve FY 2024 Budget Realignment Plan
Motion: M. Tyquiengco motion to approve and authorize Director Quenga to use the anticipated lapse for FY 2024 operation budget for the footnotes that are provided as well as the following categories: Media Campaign, Professional Development training, Office Equipment, Recognition

Honorarium, Performance/IT Audit, COGEL dues, and the third-party contractual attendant
Seconded: S. Murphy
Discussion: None
Decision: Motion Carries

Motion: R. Jack motion to approve and authorize Director Quenga to utilize up to 10% to fund other categories not defined in the previous motion
Seconded: M. Tyquiengco
Discussion: None
Decision: Motion Carries

VII. New Business

a. Review and Approve RFP No. GEthC 003-24 In-Person Ethics in Government Program Instructor
Motion: C. Cruz motion to approve RFP No. GEthC 003-24 In-Person Ethics in Government Program Instructor
Seconded: S. Murphy
Discussion: None
Decision: Motion Carries

VIII. Announcement - None

IX. Adjournment

MOTION: D. Leon Guerrero motion to adjourn the meeting at 1:48 p.m.
Seconded by: R. Jack
Discussion: None
Decision: Motion Carries

I certify that the record above is true and correct.
Attested By:

_____
JESSE J. QUENGA, CM, LPEC
Board Secretary, Executive Director

EXECUTIVE DIRECTOR'S REPORT

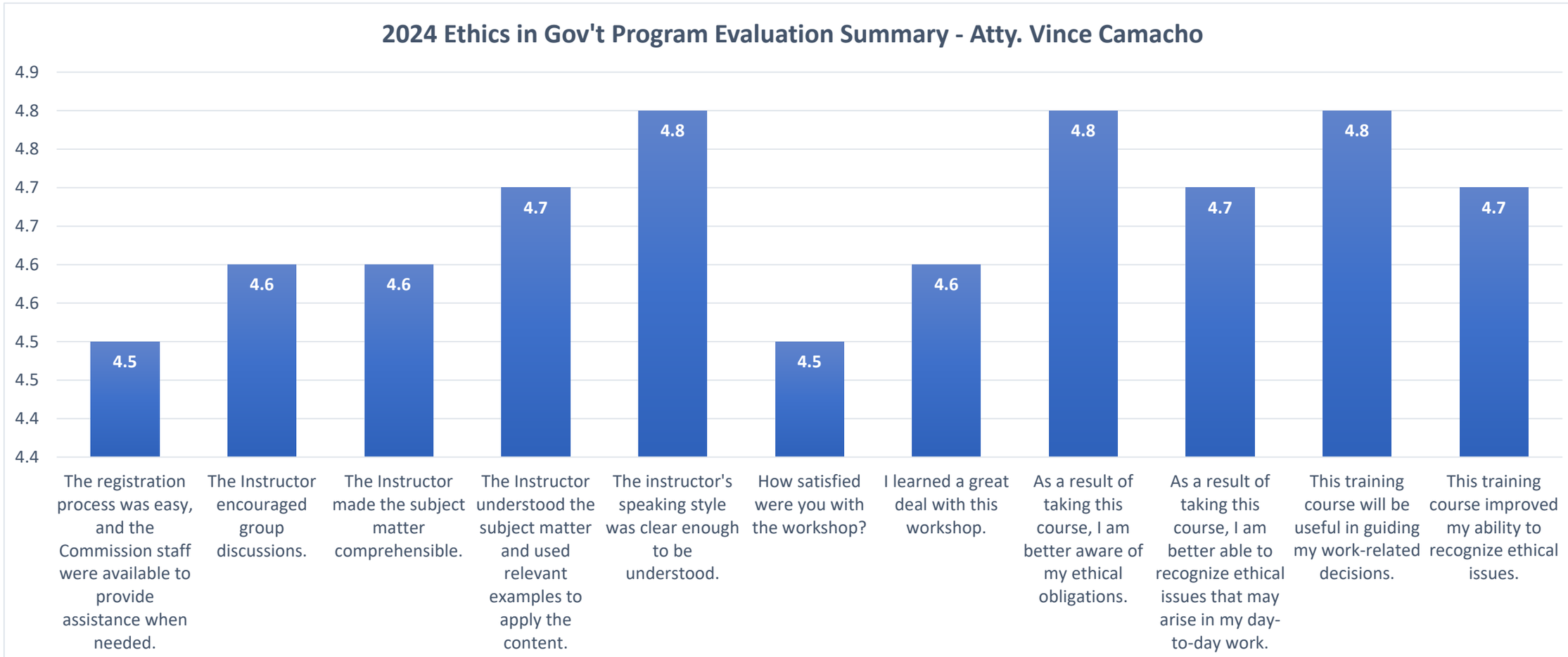
Updates

a. 2024 Fiscal Realignment Plan
- I am pleased to inform you of the progress the staff has made in obligating the remaining unspent FY 2024 appropriations in the categories adopted during the Commission's May meeting. Market research for each category has been successfully completed, providing a comprehensive understanding of the procurement landscape. The team is now moving forward to determine the appropriate procurement methods for each category. Concurrently, the scope of work for these procurements is currently being developed and reviewed to ensure alignment with our strategic goals. We remain committed to effectively utilizing our resources to meet the Commission's objectives and will keep you updated on further developments.

b. Meeting with Office of Technology
- Commission staff are scheduled to meet with officials from the Government Office of Technology next week Monday, June 17th. The purpose of this meeting is to assess and enhance our current IT infrastructure. This collaboration aims to ensure that our technological systems are robust, secure, and capable of supporting our future growth and operational needs. We anticipate that this partnership with the government officials will lead to significant improvements and innovations in our IT capabilities.

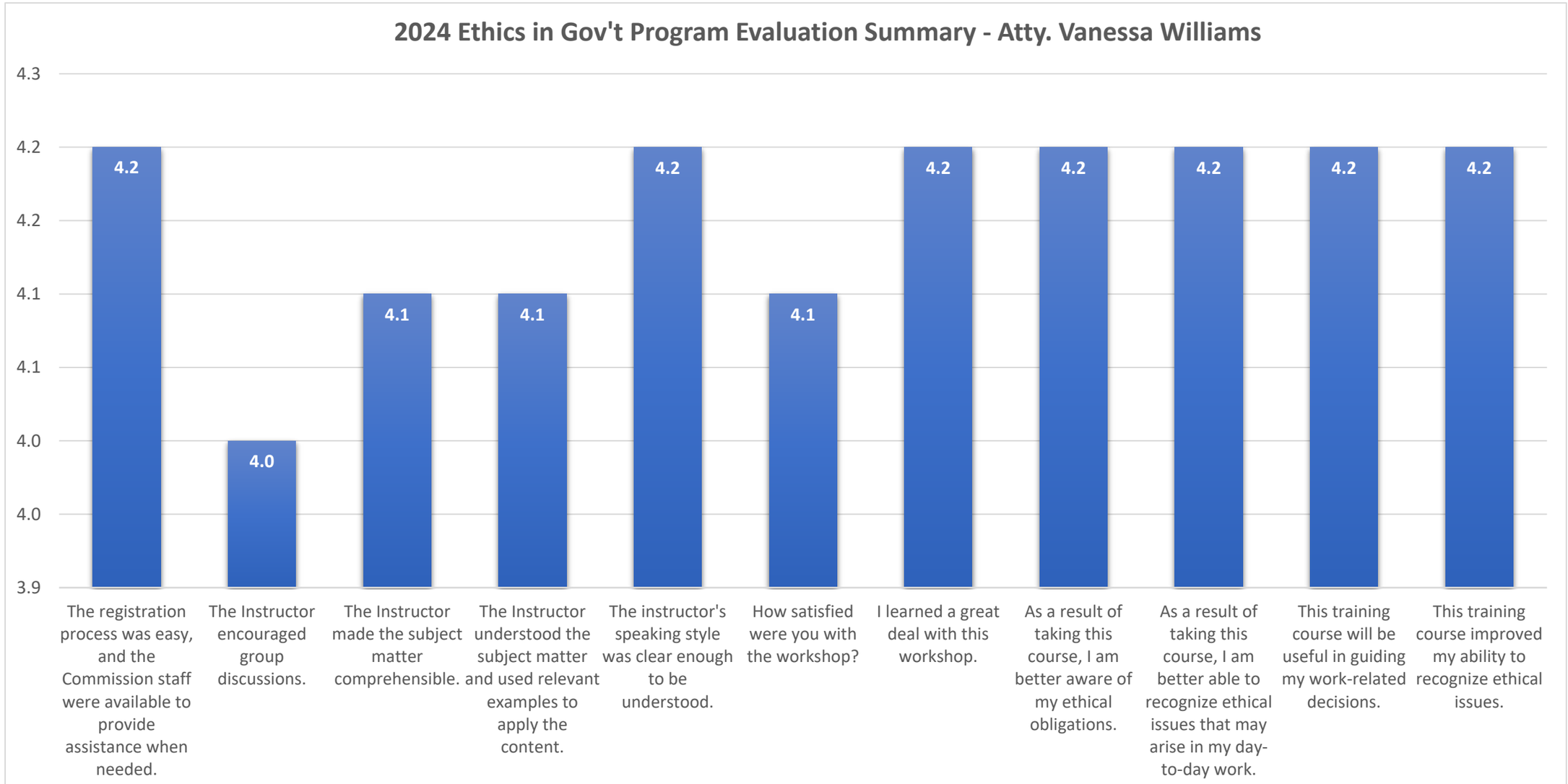
c. Data Analysis – Ethics Workshops and Complaint Inquiries
- Data reports for the ethics training workshop evaluations and complaint inquiries received has successfully been developed as requested at the Commission's last meeting. We hope that by providing these reports, we can encapsulate the feedback and performance metrics from our recent ethics training workshops. Additionally, a summary log of complaint inquiries we have received has been created and will be shared with the commissioners for their leisurely review.

d. FY2024 Budget Reconciliation
- The reconciliation of accounts continues following the migration from AS400 to the new FMIS. During this process, several discrepancies have been identified. These discrepancies are being thoroughly investigated and could potentially be attributed to possible programming errors. Our team is actively communicating with the DOA Division of Accounts to rectify these issues as promptly as possible. We will keep the Commission updated on the progress and any significant developments.



TRAINING DATES:

1. January 19, 2024 2. March 15, 2024 3. May 17, 2024



TRAINING DATES:

1. April 19, 2024 2. May 17, 2024 3. May 24, 2024

GUAM ETHICS COMMISSION

Kumisión i Ginihan Areklamenton Guåhan

Government of Guam

Closed Proceedings-4 GCA 15 §15401

ETH-23-110-OT-201 | ETH-23-115-COI-202 | ETH-23-122-UT-201
ETH-24-001-OT-202 | ETH-24-002-UT-202 | ETH-24-003-UT-202
ETH-24-004-COI-201 | ETH-24-005-CI-201 | ETH-24-006-OT-201

134 W. Soledad Ave., BOH Bldg. Ste. 406, Hagatna, Guam 96910
Tel: 671-969-5625 * Telefax: 671-969-5626 * guamethics.com

REQUEST FOR PROPOSALS

IN- PERSON ETHICS IN GOVERNMENT PROGRAM INSTRUCTOR

PROJECT NO. GETHC-RFP-003-24

DRAFT

Guam Ethics Commission

134 W. Soledad Avenue
BOH Building Suite 406
Hagåtña, Guam 96910
Tel: 671-969-5625
Fax: 671-969-5626

GUAM ETHICS COMMISSION REQUEST FOR PROPOSAL NO. GETHC-RFP-003-24 IN-PERSON ETHICS IN GOVERNMENT PROGRAM INSTRUCTOR	
RFP Issue Date: May 23, 2024	
Proposal Due Date and Time: June 06, 2024 10:00 AM ChST	
ISSUING AGENCY INFORMATION	
Guam Ethics Commission 134 W. Soledad Ave. BOH Building Suite 406 Hagåtña, Guam 96910 Phone: (671) 969-5625	
Point of Contact Mr. Jesse Quenga Email: info@ethics.guam.gov Phone: (671) 969-5625 Fax: (671) 969-5626	
INSTRUCTIONS TO OFFERORS	
Return Proposal to: Guam Ethics Commission 134 W. Soledad Ave. BOH Building Suite 406 Hagatna, GU 96910	**Mark Face of Envelope/ Package:** IN-PERSON ETHICS IN GOVERNMENT PROGRAM INSTRUCTOR RFP Number: GEthC-RFP-003-24 RFP Due Date: June 06, 2024, 10AM ChST
OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Point of Contact/Address:	**Authorized Offeror Signatory:** **(Please print name and sign in ink)**
Offeror Title:	**Offeror Email Address:**
Offeror Telephone Number:	**Offeror Fax Number:**
OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS	

DRAFT

REQUEST FOR PROPOSAL PROJECT NO. GEthC-RFP-003-24 IN-PERSON ETHICS IN GOVERNMENT PROGRAM INSTRUCTOR

BASIC INFORMATION

DRAFT

I. BACKGROUND OVERVIEW

The Guam Ethics Commission (GETHC) is soliciting proposals from qualified firms and individuals who wish to conduct Ethics in Government Workshops in compliance with 5 GCA Ch. 15 Section 15410 as amended by Public Law 36-25.

GEthC was created under Title 5 GCA § 15000 et seq. to promote the highest standards of ethical conduct by nominated, appointed, elected officers, and other persons in every branch of government including the legislature, the judiciary, the government's public corporations, departments, bureaus, line agencies, autonomous and semi-autonomous agencies, instrumentalities, entities or sub-entities, the Mayor's Council, and Mayors' Offices. GEthC is an independent and autonomous agency governed by a commission board which consists of seven (7) members appointed by the Governor and confirmed by the Guam Legislature.

Workshop facilitators will be expected to conduct workshops coordinated by the Guam Ethics Commission across the Government of Guam.

II. QUALIFICATIONS OF PROPOSER

GEthC requires the professional services of a qualified firm to provide ethics training for GEthC.

At a minimum, the firm shall have the following qualifications:

1. Presently licensed to practice law on Guam with a minimum of ten years of experience in Guam by the firm's most senior attorney.
2. Have particular experience in:
    a. Government of Guam entity representation;
    b. Interpreting federal and Guam laws, statutes and regulations;
    c. Organizational functions related to public boards.
3. Have an unexpired license to conduct business on Guam (ie Sole Proprietorship or LLC as an Education Consultant or similar); or

4. Have an unexpired Certificate of Exemption from Business License as a certified Domestic Professional Corporation
5. Prior experiencing conducting ethics training

III. DESCRIPTION OF THE WORK

Description of Work Involved: Workshop facilitators will be expected to conduct workshops coordinated by the Guam Ethics Commission across the Government of Guam. Topics shall include, but not limited to:

a) Guam statutes concerning ethics;
b) Guam statutes concerning lobbying;
c) Group participation in discussing, analyzing, and solving general ethics-related dilemmas;
d) Guam procurement laws and regulations;
e) Guam contracting laws and regulations;
f) Parliamentary procedure;
g) Fiduciary responsibility;
h) Personnel policy;
i) Government finance; and
j) Open Government Law and Sunshine Reform Act of 1999.

Other expected duties may include but are not limited to: preparing and submitting a presentation for approval by the Guam Ethics Commission, attending workshop debriefs with Guam Ethics Commission officials, and enhancing presentation to include current statutes concerning topics covered in the Ethics in Government Program.

All of the above services shall be provided within stringent time frames required to maintain efficient and effective operations for the GETHC.

IV. TIME AND DURATION OF THE WORK INVOLVED

It is anticipated that the firm will commence work from the Agreement execution date. The term of the agreement shall be for a period of one (1) year. This Agreement may be renewed annually, at the sole discretion of the GEthC, for an additional one-year period but not to exceed the total contract term of five (5) years, by written notice. GEthC is not obligated to renew the Agreement and does not have to give reason if GEthC elects not to renew. All materials resulting from this contract shall be the sole ownership of the GEthC.

V. SUBJECT TO THE AVAILABILITY OF FUNDS

The agreement may be cancelled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first. If the agreement is cancelled for lack of funds, GEthC will notify the firm on a timely basis that funds are not available for the continuation of the agreement for each succeeding fiscal period.

DRAFT

This does not affect either the territory's rights or the contractor's rights under any termination clause in the contract as set forth in 2 GAR, Div. 4 §§3121(e)(1)(C) and (D).

In the event of cancellation, the firm shall be reimbursed the unamortized, reasonably incurred, nonrecurring costs pursuant to 2 GAR, Div. 4, §3121(e) (1) (G).

VI. TYPE OF CONTRACT

A Professional Services Agreement will be consummated between the firm and GEthC. A sample agreement is attached herein as Attachment B, for reference.

VII. SUBMISSION DEADLINE

All proposals under this RFP solicitation must be written, time-stamped and received at the GEthC Office located 134 West Soledad Avenue, BOH Building Suite 406, Hagåtña, Guam, to include an Original and Three (3) copies, per the time specified in the RFP Timetable of Significant Dates. No proposals shall be received after such date and time.

a. RFP Timetable of Significant Dates

The following RFP timetable should be used as a working guide for planning purposes. GEthC reserves the right to adjust this timetable as required during the course of the RFP process.

RFP Event	**Date**
RFP Issue Date	May 23, 2024
Deadline for Written Questions from Offerors	3 PM May 30, 2024
Addendum Issued (if needed)	
RFP Response/Submission Due Date	10 AM June 6, 2024

Note: All dates and times are noted as being in Guam.

The RFP amendments, if any, will be sent to only those vendors having received the RFP through GEthC but all amendments will be placed on the government public notices website: http://www.notices.guam.gov or http://www.guamethics.com

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Amendments to RFP

GEthC reserves the right to revise or amend the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals and shall be identified as such. Each amendment will contain an Acknowledgment Receipt Form. Offerors must sign the Acknowledgment Receipt Form and return the signed copy via email or fax to GEthC. Signed Acknowledgment Receipt Forms for every amendment must also be included in the proposal submission.

The amendment shall refer to portions of the Request for Proposal it amends. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals.

VIII. CANCELLATION OR REVISION OF PROPOSAL

This RFP may be cancelled, or any and all proposals may be rejected in whole or in part as may be pursuant to 2 GAR Div. 4 § 3115 (d) (1) (B) and (d) (2) (A), when it is in the best interests of the Territory of Guam. Additionally, in accordance with 2 GAR, Div. 4, § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be cancelled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

IX. REJECTION OF PROPOSALS

Any offer submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of the Territory of Guam, in accordance with 2 GAR, Div.4 § 3115(c). Reasons for rejecting proposals include but are not limited to: (1) the business that submitted the proposals is non-responsive as determined under 2 GAR, Div. 4 §3116; (2) the proposal ultimately fails to meet the announced requirements of the Office in some material respect; or (3) the proposal price is clearly unreasonable. Upon request, unsuccessful offerors shall be advised of the reasons for rejection.

When proposals are rejected, or a solicitation cancelled after proposals are received, the proposals which have been opened shall be retained in the procurement file, or if unopened, returned to the offerors upon request, or otherwise disposed of pursuant to 2 GAR, Div. 4 § 3115(g).

DRAFT

X. MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals will be rejected. If an offeror clearly indicates a base offer, it shall be considered for award as though it were the only proposal submitted by the offeror as set forth in 2 GAR, Div. 4 § 3102(d).

XI. TRADE SECRETS AND PROPRIETARY DATA

Offerors may designate those portions of their proposal that contain trade secrets or proprietary data, which are to remain confidential. GEthC will examine any such request to designate portions of proposals as trade secrets or proprietary data as confidential and determine the validity of such request prior to entering into negotiations with prospective offeror.

If the parties do not agree as to the disclosure of trade secrets or data in the proposal, the offeror may withdraw the proposal, or protest the decision under 5 GCA, Article 9. Otherwise, the proposal will be disclosed.

XII. CONTENTS OF THE PROPOSAL

The proposal**, at the minimum,** must contain:

a. **Transmittal Letter:**

- A transmittal letter, prepared on the Offeror's business stationary, is to accompany the original and required copies of the Submission.
- The purpose of this letter is to transmit the Proposal and should be brief.
- The letter must be signed by an individual who is authorized to bind the Offeror to all statements contained in the submission.
- The transmittal letter must make reference to the RFP number and Professional Services that Offeror is responding to.

b. **Statement of Qualifications and Experience of Offeror:**

i. The proposal should demonstrate the ability of the Offeror to perform and provide the services enumerated in the Scope of Services/Work attached herein as Attachment No. 1. The Statement of Qualifications must be current, accurate, and complete; thus, shall include the following:

1. Name of Offerors firm and year organized (includes address, telephone number, emails, websites etc.

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2. Provide a list of Principals in the firm, include a biographical sketch of each. Identify their abilities, qualifications, experience, education, years of legal experience, years of local economic development legal experience and any areas of specialty.
3. Provide the name of principal in the firm who will have responsibility for the GEthC's dealing with the firm.
4. Attach a list of attorneys who will provide service to the GEthC. Include a description of these attorney's education, years of legal experience, and information on any areas of specialty within the field of administrative law.
5. A statement the Offeror has established and implemented an Affirmative Action Plan.
6. A letter affirming the existence of a Drug Free Workplace Program and Policy at the firm.
7. A statement of agreement with the GEthC's General Terms and Conditions and the Special General Provisions, which are made part of this RFP documents.
8. Certification of Admission to the Guam BAR Association and Certificate of Good Standings as an Attorney.
9. All items submitted in response to the RFP become the property of the GEthC and none will be returned.

XIII. SELECTION OF BEST QUALIFIED PROPOSER AND PROPOSAL

a. Evaluation and Ranking:

After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria as reflected herein and shall be ranked accordingly. The ranking of the proposals will be based on the averaging of the rankings awarded to the proposals by each Evaluation Committee member.

b. Selection:

The selection of the best qualified, responsive proposer will be based on the ranking of the proposers. GEthC reserves the right to short-list qualified Proposers.

Offerors may be required to be interviewed or hold discussions with the Evaluation Committee to clarify certain items from the submitted proposal. These discussions, if any. will be in accordance with the Guam Procurement Laws.

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In the event of a tie between two or more evaluation scores, Offerors shall be invited to appear before the evaluation committee for further interviews for the purpose of breaking this tie.

The highest ranked proposer will be selected to enter into negotiations with GEthC. If an agreement can be reached as to a reasonable rate, a contract will then be prepared for signatures by both parties.

If GEthC is unable to negotiate a contract with the highest ranked Proposer, the Procurement Officer or designee may enter into negotiations with the next highest ranked proposer based on the established short list.

c. Standard for Determination of Best Qualified Proposer:

GEthC shall use the following standards in determining the best qualified proposer:

1. The ability, capacity, and skill of the proposer to perform;
2. Whether the proposer can perform promptly and/or within the specified time;
3. The character, integrity, reputation, judgment experience, and efficiency of the proposer;
4. The quality of performance of the proposer with regards to awards previously made to him/her;
5. The previous and existing compliance by the proposer with laws and regulations relative to procurement;
6. The sufficiency of the financial resources and ability of the proposer to perform; and
7. Whether the proposer met the specifications of the Request for Proposal (RFP).

XIV. EVALUATION CRITERIA

The following factors and their relative importance that will be used in the evaluation of the proposals are:

1. The plan for performing the required services and demonstrate competence and ability to conduct workshops coordinated by the Guam Ethics Commission across the Government of Guam. (maximum 40 points); and

2. The firm's reputation for personal, professional integrity and competence, as documented by provided and discovered references; records of and status with any U.S. state bar associations, the American Bar Association, and/or the Guam Bar Association; mainstream and trade publication media coverage; and, other sources; (maximum 30 points); and

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3. Be a member of good standing with the Courts of Guam (maximum 10 points); and

4. Compliance to specific requirements (maximum of 10 points); and
    i Evidence that the firm has established and implemented an Affirmative Action Plan (5 points); and
    ii Evidence of establishment and implementation of a Drug Free Workplace Program (5 points).
5. Overall quality of the proposal and its contents. (Maximum 10 points)

XV. FEE PROPOSALS

Proposers shall not submit any cost or pricing data with their proposal. Fee proposals will be solicited by GEthC upon selection of the highest ranked proposal and be submitted at a time and in a format as determined by GEthC.

XVI. RESTRICTIONS AGAINST SEX OFFENDERS

If a contract is awarded, then the offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA

Chapter 28 Article 2, 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 Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

If any employee of an offeror is providing services on Government property and is convicted subsequent to an award of a contract, then the offeror warrants that it will notify the Government of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on Government property.

If the offeror is found to be in violation of any of the provisions of this section, then the Government will give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four hours of such notice, and the offeror shall notify the Government when action has been taken. If the offeror fails to take corrective steps within twenty-four hours of notice, then the Government in its sole discretion may suspend temporarily the contract until corrective action has been taken.

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XVII. SUBMISSION OF DISCLOSURE FORMS

The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the ease of making these required disclosures, the Government is providing sample disclosure forms. There are six (6) disclosure forms labeled Forms A-1 through A-6, and they are found in Attachment A. They must be completed and included with the offeror's proposal. Failure to complete and submit the forms may disqualify the offeror's proposal as being non-responsive.

a. Affidavit Disclosing Ownership and Commissions (Form A-1).

As a condition of doing business with the Government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent of the outstanding interest of the offeror's business during the twelve-month period immediately preceding the date the proposals are due, including the percentage owned by each such person or entity. The affidavit must be made between the date of issuance of this RFP and the date that proposals are due, so long as the ownership listing mentioned in the affidavit is for the 365-day period preceding the date the offeror submits the proposal.

The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the Government or for assisting the offeror in obtaining business related to this RFP, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the offeror upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business.

b. Affidavit re Non-Collusion (Form A-2).

The offeror must represent that the offer is genuine and not a sham and that the offeror is not in collusion with others, that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other person to put in a sham proposal, to fix the cost of the contract, to secure any advantage against the Government or any person interested in the contract.

c. Affidavit re No Gratuities or Kickbacks (Form A-3).

The offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any Government employee or former Government employee, or for any Government employee or former Government employee to solicit, demand, accept, or agree to accept from another person, a gratuity

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or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof.

Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a contract or order.

d. Affidavit re Ethical Standards (Form A-4).

The offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulations pertaining to ethics in public contracting.

e. Declaration for Compliance with US DOL Wage Determination (Form A-5).

Offerors are required to declare in non-affidavit form that they are in compliance with 5 GCA § 5801 and § 5802 regarding wage determination, and the current applicable US DOL Wage Determination must be attached to the declaration.

f. Affidavit re Contingent Fees (Form A-6).

The offeror must represent as a part of its proposal that such offeror has not retained any person or agency to solicit or secure a Government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee or arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

XVIII. TAXES

The successful Offeror shall be liable for all applicable taxes and duties. GEthC shall have no tax liability under this contract arising from this RFP. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

*****END OF BASIC INFORMATION*****

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ETHICS IN GOVERNMENT PROGRAM INSTRUCTOR AGREEMENT PURSUANT TO GEthC-RFP-003-24

This AGREEMENT is made between _____ (the "Firm"), whose address is_____, and the GUAM ETHICS COMMISSION (the "GEthC"), whose mailing address is 134 West Soledad Avenue, BOH Building Suite 406, Hagåtña, Guam 96910.

RECITALS

WHEREAS, pursuant to Title 5, Guam Code Annotated, Section 5216, GEthC issued a Request for Proposal to obtain Ethics in Government Program Instructor (Request for Proposal No. GEthC-RFP-003-24) (the "RFP") giving adequate notice of the need for such services; and

WHEREAS, the Firm submitted a statement of qualifications and an interest in providing such services in response to the RFP; and

WHEREAS, the Firm was determined in writing by the head of the purchasing agency or a designee of such officer to be best qualified to serve as GEthC- Ethics in Government Program Instructor based on the evaluation factors set forth in the RFP, and fair and reasonable fees were agreed to between the parties.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION ONE
SCOPE OF SERVICES

The Firm agrees, in the capacity as Ethics in Government Program instructor to GEthC, which is the sole client, to fully and competently perform the following scope of services as may be requested by GEthC on a matter-by-matter basis from time to time and agreed to be performed by the Firm:

Workshop facilitators will be expected to conduct workshops coordinated by the Guam Ethics Commission across the Government of Guam. Topics shall include, but not limited to:

a. Guam statutes concerning ethics;
b. Guam statutes concerning lobbying;
c. Group participation in discussing, analyzing, and solving general ethics-related dilemmas;
d. Guam procurement laws and regulations;
e. Guam contracting laws and regulations;
f. Parliamentary procedure;
g. Fiduciary responsibility;
h. Personnel policy;
i. Government finance; and
j. Open Government Law and Sunshine Reform Act of 1999.

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Other expected duties may include but are not limited to: preparing and submitting a presentation for approval by the Guam Ethics Commission, attending workshop debriefs with Guam Ethics Commission officials, and enhancing presentation to include current statutes concerning topics covered in the Ethics in Government Program.

SECTION TWO
AGREEMENT TERM

The term of this Agreement shall commence on the date of execution by the GEthC, and continue for one (1) year with four (4) options to extend for a period of one (1) year each, not to exceed a total contract period of five (5) years. Any reference to year in this Agreement shall mean a twelve (12) month period. The Firm's agreement to the commencement date set forth herein shall not be deemed a waiver by the Firm of any claim for payment for services rendered to GEthC prior to the commencement date. This Agreement may be terminated by either party upon thirty (30) days' written notice.

SECTION THREE
ASSIGNMENTS; ISSUANCE OF ADDENDUM TO AGREEMENT

As set forth in Section One of this Agreement, the Firm agrees to perform the scope of services as may be requested by GEthC on a matter-by-matter basis from time to time and agreed to by the Firm. The Firm shall not undertake work on any matter without a written authorization from GEthC which shall include a maximum amount of compensation for the work.

SECTION FOUR
COMPENSATION

A. Hourly Fee Matters. For particular assignments (each referred to as an "Hourly Fee Matter"), GEthC shall compensate the Firm according to its hourly rate schedule, attached hereto as Exhibit "A," for actual time devoted to performing the services related to the Hourly Fee Matter.

1. Invoices. The Firm shall invoice GEthC for payments on a monthly basis and shall be required to provide a record of hours worked and the description of work. GEthC's obligation for payment of the Firm's fees and costs shall be subject to the availability of funds for such payment. GEthC shall pay all invoices within thirty days of receipt.

2. Reimbursement of Expenses. GEthC shall reimburse the Firm for the following expenses if incurred on behalf of GEthC:

   i. Travel, lodging, and other related traveling expenses, provided the prior approval of GEthC is obtained for such travel and provided further that reimbursement for such travel expenses shall be pursuant to GEthC's policy and rates for per diem compensation; and

   ii. Whenever the Firm finds it necessary to obtain any specialized services not normally retained by the Firm, such as, without limitation, spokespersons, interpreters, expert consultants, the Firm and GEthC together shall determine first that the acquisition of such services by the Firm will not circumvent the Guam Procurement Law. The determination shall be made by reviewing the

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scope of services needed for their degree of specialization and the purpose of the services. If it is determined that the services should be procured in accordance with the Guam Procurement Law, then the acquisition must be undertaken by GEthC. However, if it is determined that the acquisition of such specialized services can be procured by the Firm directly, the Firm may contract directly for such services, except for legal services which must always be procured by GEthC. The costs and fees associated with the specialized services contracted directly by the Firm shall be paid directly to the Firm by GEthC as reimbursement; and

iii. Messenger and delivery fees, and court filing fees; and

iv. Any other expenses provided that the prior approval of GEthC has been obtained.

The Firm shall provide vouchers and receipts, together with a brief explanation of such expenses that it has incurred for the benefit of GEthC.

Contingency Fee Matters. This contract will not be employed to pursue any efforts for which the Firm will be compensated via a contingency fee.

B. GEthC will closely monitor the performance of work by the Firm and GEthC has determined that it would not be practical to use any other type of contract to obtain the needed services. The Firm agrees that it shall not receive any of the benefits given to full-time non-contractual employees of the Government of Guam.

SECTION FIVE
COMPLIANCE WITH LAWS AND REGULATIONS

In performing the work provided for herein, the Firm agrees to fully comply with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both territorial and federal. The Firm assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any local or federal laws on this subject. The Firm has provided GEthC with a copy of its Statement of Exemption pursuant to 11 G.C.A. § 70126.

SECTION SIX
FINAL PAYMENT AND RELEASE OF CLAIMS

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this Agreement. Prior to final payment, as a condition precedent thereto, the Firm shall execute and deliver to GEthC a release, in a form approved by GEthC, of claims against GEthC arising under virtue of this Agreement.

SECTION SEVEN
INDEPENDENT AGENT

For the purpose of the Government Claims Act, the Firm shall not be considered an agent of GEthC with respect to any acts performed by it in connection with the discharge of the duties of this Agreement. There

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shall be no employee benefits provided under this Agreement, such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by GEthC. The Firm contracts herein with GEthC as an independent contractor, and is neither an employee nor an agent of GEthC for the purpose of performing the services hereunder. GEthC, therefore, assumes no responsibility of liability for the acts of the Firm which are performed in its independent and professional capacity.

SECTION EIGHT
RESPONSIBILITY OF THE FIRM

The Firm shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The Firm shall correct or revise all errors or deficiencies in its work. GEthC's review, approval, acceptance of, and payment of fees for services required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the Firm's failure to GEthC for all costs of any kind which may be incurred by GEthC as a result of the Firm's negligent performance of any of the services performed under this Agreement.

SECTION NINE
ASSIGNMENT

The Firm may not assign this Agreement, or any sum becoming due under the provisions of this Agreement without the prior written consent of GEthC.

SECTION TEN
ACCESS TO RECORDS AND OTHER REVIEW

The Firm, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence concerning the expenses and costs incurred by the Firm's performance under this Agreement and shall make such materials available at its respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this Agreement, for inspection by GEthC. Each subcontract by the Firm pursuant to this Agreement shall incorporate this Section.

SECTION ELEVEN
OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental work of the Firm or materials furnished hereunder shall be and remain the property of GEthC including all publication rights and copyright interests and may be used by GEthC without any additional costs to GEthC.

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SECTION TWELVE
INSURANCE

The Firm shall maintain in effect during the term of this Agreement, and any extensions of the term, Comprehensive General Liability and Professional Liability Insurance.

SECTION THIRTEEN
CHANGES IN SCOPE OF WORK AND SERVICES

15.1. GEthC Initiated.

To the extent permitted by law, GEthC may by written order, make changes to the general scope of this contract in the services to be performed. The Firm shall not make any changes to the general scope without the written approval of GEthC.

If such changes cause an increase or decrease in the Firm's cost of, or time required for, performance of any services under this Agreement, the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be made in writing to GEthC within thirty (30) days from the date of receipt by the Firm of the notification of change; provided however, GEthC, if it determines the facts to justify such action, may receive and consider and adjust any such claim asserted at any time prior to the date of final settlement of the Agreement. Nothing provided in this Section shall excuse the Firm from diligently proceeding with the work so charged.

15.2. Initiated by the Firm.

If the Firm believes that a change in the scope of services is necessary and desirable to the furtherance of the interest of the project under this Agreement, the Firm shall make a request, in writing, for GEthC to issue a Change Order. Such requests for Change Order shall include the proposed change in scope of services, as well as the proposed change in compensation and/or schedule associated with granting such a Change Order. GEthC shall, in response to such request for Change Order, utilize the same options as stated above.

SECTION FOURTEEN
TERMINATION

Either of the parties hereto may, by written notice to the other, terminate this Agreement in whole or in part upon thirty (30) days written notice either for convenience or default or the Firm may withdraw at any time with GEthC's consent. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the Firm in performing this Agreement shall, in the manner to the extent determined by GEthC, become the property of and be delivered to GEthC. Any fees or costs owing to the Firm as of the date of termination shall be paid in accordance with Section Four.

GOVERNING LAW

Venue of any action brought under this Agreement shall lie in Guam exclusively. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Guam.

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SECTION FIFTEEN
SEVERABLE

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

SECTION SIXTEEN
GEthC NOT LIABLE

GEthC assumes no liability for any accident or injury that may occur to the Firm, its agents, dependents, or personal property while en route to or from this territory or during travel mandated by the terms of this Agreement.

SECTION SEVENTEEN
APPROVALS

Any approvals of GEthC required herein shall mean approval by the GEthC Executive Director, per section three "ASSIGNMENTS; ISSUANCE OF ADDENDUM TO AGREEMENT" of this Contract, unless another person is designated by the GEthC Executive Director to issue particular or limited approvals on certain matters.

SECTION EIGHTEEN
CONFLICTS

Prior to accepting a request to provide the services for a particular matter, the Firm shall disclose to GEthC any conflicts of interest and obtain a written waiver from GEthC regarding such conflict, if required by applicable law. The Firm will not undertake any representation requested by GEthC without a written waiver from GEthC and/or other clients of the Firm, if required by applicable law. Should a conflict of interest arise during the course of the Firm's representation of GEthC, the Firm shall determine whether continued representation of GEthC is permitted by applicable law and, if permitted, the Firm shall not continue its representation of GEthC without a written waiver from GEthC and/or other clients of the Firm, if required by applicable law. If the Firm is unable to continue its representation of GEthC under applicable law, the Firm shall withdraw as counsel for GEthC and agrees not to disclose or otherwise use any matters learned from GEthC to the disadvantage of GEthC.

SECTION NINETEEN
INTEREST OF THE FIRM

Except for matters that have been disclosed in writing to GEthC, the Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Firm further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION TWENTY

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GUAM TAX

The Firm is responsible for payment of all applicable Guam taxes.

SECTION TWENTY-ONE
NO WAIVER OF LEGAL RIGHTS

No waiver of any breach of the Agreement shall be held to be waiver of any other or subsequent breach, or of any right that GEthC may have for damages. Each party reserves the right to correct any error that may be discovered in any invoice that may have been paid to the Firm and to adjust the same to meet the requirements of the Agreement.

SECTION TWENTY-TWO
SUCCESSORS AND ASSIGNS

Subject to the limitations on assignment and transfer herein contained, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

SECTION TWENTY-THREE
BREACH OF CONTRACT TERMS

Any violation or breach of terms of this Agreement on the part of the Firm or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION TWENTY-FOUR
COVENANT AGAINST CONTINGENT FEES

The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Firm, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, GEthC shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price of consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION TWENTY-FIVE
ETHICAL STANDARDS

With respect to this Agreement and any other contract that the Firm may have, or wish to enter into, with any Government of Guam agency, the Firm represents that it has not knowingly influenced, and promises that it will not knowingly influence, any of Client's employees or Government of Guam employees to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

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SECTION TWENTY-SIX
PROHIBITION AGAINST GRATUITIES AND KICKBACKS

With respect to this Agreement and any other contract that the Firm may have or wish to enter into with any Client or any Government of Guam agency, the Firm represents that it has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

SECTION TWENTY-SEVEN
MINIMUM WAGES DETERMINED BY U.S. DEPARTMENT OF LABOR

The Firm agrees to comply with Title 5, Guam Code Annotated, Sections 5801 and 5802. In the event that the Firm employs persons whose purpose, in whole or in part, is the direct delivery of service contracted by GEthC, then the Firm shall pay such employees, at a minimum, in accordance with the U.S. Department of Labor Wage Determination for Guam and the Northern Mariana Islands in effect on the date of this Agreement. In the event that this Agreement is renewed by GEthC and the Firm, at the time of renewal, the Firm shall pay such employees in accordance with the Wage Determination for Guam and the Northern Mariana Islands promulgated on a date most recent to the renewal date. The Firm agrees to provide employees whose purpose, in whole or in part, is the direct delivery of service contracted by GEthC those mandated health and similar benefits having a minimal value as detailed in the U.S. Department of Labor Wage Determination for Guam and the Northern Mariana Islands, and guarantee such employees a minimum of ten (10) paid holidays per annum.

The Firm is advised that the Guam Department of Labor, or its successor, shall monitor compliance with the provisions of 5 G.C.A. Article 13, Wage and Benefit Determination. The Director of the Department of Labor, or that person's successor, shall investigate possible or reported violations of the provisions of the law, and shall forward such findings to Client. The Department of Labor, or its successor, shall promulgate rules and regulations, pursuant to the Administrative Adjudication law, as needed to ensure the equitable investigation of violations and the maintenance of due process, as well as the assessment of any monetary penalties in the event of a violation, providing that such monetary penalties shall be limited to assessment of no less than One Hundred Dollars ($100.00) per day, and no more than One Thousand Dollars ($1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. §5803.

In the event there is a violation in the process set forth in this Section Twenty-Eight above, the Firm may be placed on probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During the probationary status, the Firm shall not be awarded any contract by any instrumentality of the Government of Guam. In the event the Firm is placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 may appeal such penalty or probationary status to the Superior Court of Guam. §5804.

The Firm has submitted a Declaration of Compliance with Wage Determination laws. §5805.

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SECTION TWENTY-EIGHT
INFORMATION TO BE FURNISHED TO THE FIRM

All information, data, reports, and records as are existing, available, and in GEthC's custody, and necessary for the carrying out of the services shall be furnished to the Firm without charge by GEthC, and GEthC shall cooperate with the Firm in every reasonable way during all phases of the project. The Firm hereby agrees to indemnify and hold GEthC harmless from any losses, damages, costs, claims, suits and judgments, expenses of any nature or kind, including attorneys' fees, arising from any defects or failures attributable to the Firm's unreasonable or imprudent reliance on the aforementioned documents.

SECTION TWENTY-NINE
RESTRICTIONS AGAINST SEX OFFENDERS

If an agreement is awarded, then the offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28 Article 2 or who has been convicted in any other jurisdiction with the same elements as heretofore defined, or who is listed on the Sex Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

If any employee of an offeror is provided services on Government property and is convicted subsequent to an award of an agreement, then the offeror warrants that it will notify the Government of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on Government property.

If the offeror is found to be in violation of any of the provisions of this section, then the Government will give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four hours of such notice, and the offeror shall notify the Government when action has been taken. If the offeror fails to take corrective steps within twenty-four hours of notice, then the Government in its sole discretion may suspend temporarily the agreement until corrective action has been taken.

SECTION THIRTY
ENTIRE AGREEMENT

This Agreement and exhibits or attachments hereto constitute the entire agreement between the parties, and no prior or contemporaneous written or oral promises, representations or assurances shall be deemed to alter the provisions hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Firm by GEthC and contains all of the covenants and agreements between the parties with respect to such retention in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

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SECTION THIRTY-ONE
MODIFICATIONS

This Agreement sh1all not be amended, modified, or revised except pursuant to a dated written instrument executed by GEthC and the Firm pursuant to 5 GCA Sections 5150 and 5121(b).

SECTION THIRTY-ONE
NOTICES

Notices to either party shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows, or sent via facsimile or emailed to the number or email address provided:

GEthC Executive Director
Guam Ethics Commission
134 West Soledad Avenue
BOH Building Suite 406
Hagåtña, Guam 96910
Fax: (671) 969-5626
Email: info@ethics.guam.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year signed by the Guam Ethics Commission Executive Director:

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GUAM ETHICS COMMISSION

_____

Jesse J. Quenga
Authorizing Official, GEthC Executive Director

Date: _____

CERTIFIED FUNDS AVAILABLE:

_____

Pamela D. Mabazza
Certifying Officer, GEthC Ethics Investigation and Compliance Officer II

Date: _____

Account Number: _____

Amount: _____

[INSERT NAME OF LAW FIRM HERE]

By: _____

Date: _____

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EXHIBIT A
FEE SCHEDULE

All Attorneys	$_____ per hour
Other	$_____

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ACKNOWLEDGEMENT RECEIPT FORM
GEthC-RFP-003-24

Please be advised that to be considered a prospective proposer, you must fill out this acknowledgement receipt form. Please submit the completed form via fax to (671) 969-5626 or via email to info@ethics.guam.gov

Acknowledgement receipt form must be submitted no later than three (3) days upon receipt of RFP package.

Date: _____

Time: _____

Name: _____

Contact Number: _____

Fax Number: _____

Point of Contact: _____

Title: _____

E-mail: _____

Company/ Firm: _____

Address: _____

Signature: _____

DRAFT

Note: GEthC recommends that prospective proposers register their current contact information with GEthC to ensure they receive any notices regarding any updates or changes to the RFP. GEthC will not be liable for failure to provide notice to any party who did not register with their current contact information.

VI. New Business

a. Commission to Act on the Following cases:
ETH-24-007-UT-201